

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE: § Chapter 11  
§  
SUPERIOR ENERGY SERVICES, INC., § CASE NO. 20-35812 (DRJ)  
*et al.*<sup>1</sup> §  
§ (Jointly Administered)  
Debtors. §

**JOINDER IN OBJECTIONS TO DEBTORS’  
JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY  
CODE AND FINAL APPROVAL OF DEBTORS’ DISCLOSURE STATEMENT**  
[Related to Dkt. Nos. 11, 12, 227]

Hess Corporation (formerly known as Amerada Hess Corporation) (“**Hess**”) hereby files this joinder in the objection ([Dkt 227], the “**Objection**”) filed by Chevron U.S.A. Inc., Union Oil Company of California, and Chevron Midcontinent, L.P. (collectively, “**Chevron**”) to (a) the Joint Chapter 11 Plan of Reorganization of Superior Energy Services, Inc. (“**Superior**”) and certain of its affiliates (collectively, “**Debtors**”) under Chapter 11 of the Bankruptcy Code<sup>2</sup> ([Dkt. 11], the “**Plan**”) and (b) Final Approval of Debtors’ Disclosure Statement ([Dkt. 12], the “**Disclosure Statement**”), and in support thereof would respectfully show the Court as follows:

**I. OBJECTIONS**

1. Prior to November 1, 2004, Hess was an operating rights holder, record title interest holder and/or lessee with various offshore properties (the “**Properties**”). Pursuant to that certain Assignment of Record Title Interest, Bill of Sale and Conveyance dated effective November 1, 2004 by and between Amerada Hess Corporation and SPN Resources, LLC (“**SPN**”)

<sup>1</sup> A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <http://www.kccllc.net/superior>. The Debtors’ address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

<sup>2</sup> Terms not defined herein have the meaning ascribed to them in the Plan.



(the “*Transaction*”), Hess conveyed to SPN all of Hess’s right, title and interest in and to the Properties. Hess also conveyed to SPN all of its right, title and interest in and to the wells, equipment and other property, and contracts and agreements relating to the Properties.

2. Under the terms of the Transaction, SPN, among other things, agreed to properly plug, replug, and abandon all wells drilled on the Properties. SPN further agreed to broadly indemnify and hold Hess harmless from and against all losses, costs, claims, and expenses arising out of or in any way connected to, among other things, SPN’s failure to plug, replug, or abandon any wells on the Properties. SPN also agreed to indemnify and hold Hess harmless from any and all surface restoration, well abandonment or other similar obligations related to the wells on the Properties.

3. Pursuant to that certain Guarantee dated December 15, 2004 (the “*Guarantee*”) by Superior Energy Services, Inc. (“*Superior*”), Superior irrevocably and unconditionally guaranteed the payment and/or satisfaction, upon demand by Hess, of all of the obligations, duties, liabilities, covenants and indemnities of SPN arising under the Transaction. The Guarantee provided that it “shall remain applicable even if SPN assigns all or a portion of the interests it acquires in the Transaction.”

4. Hess joins in the Objection and adopts the arguments and authorities advanced in Chevron’s Objection to the Plan and Disclosure Statement.

## **II. OPT-OUT**

For the avoidance of doubt, by this objection, Hess, to the extent necessary, objects to, and does not consent to, any of the release and other nonconsensual provisions of Article X of the Plan and hereby opt out of all such provisions.

WHEREFORE, Hess respectfully requests that the Court grant relief consistent with the Objection and this Joinder deny approval of the Disclosure Statement and confirmation of the Plan.

Respectfully submitted,

REED SMITH LLP

/s/ Omar J. Alaniz

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**ATTORNEYS FOR HESS CORPORATION**

**CERTIFICATE OF SERVICE**

I hereby certify that on January 12, 2021, a true and correct copy of the foregoing Objection was served via the Court's Electronic Notification System on all parties entitled to such notice.

/s/ Omar J. Alaniz

Omar J. Alaniz