Debtor Superior Inspection Services, L.L.C. (Name) Case number (*if known*)

Fill in this information to identify the case:

Debtor Name Superior Inspection Services, L.L.C.

United States Bankruptcy Court for the:

Southern District of Texas (State)

Case number (*If known*): Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy 04/20

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1.	**Debtor's name**	Superior Inspection Services, L.L.C.
2.	**All other names debtor used in the last 8 years** Include any assumed names, trade names, and *doing business as* names	Superior Inspection Services of Louisiana, L.L.C.
3.	**Debtor's federal Employer Identification Number** (EIN)	7 2 – 1 4 5 4 9 9 1

4. **Debtor's address**

Principal place of business

1001 Louisiana Street, Suite 2900
Number Street

Houston TX 77002
City State ZIP Code

Harris County
County

Mailing address, if different from principal place of business

Number Street

City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. **Debtor's website** (URL) https://superior-inspection.com/
https://superiorenergy.com/

6. **Type of debtor**

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify:



20358122012070000000000011

Debtor Superior Inspection Services, L.L.C. Case number (*if known*) _____
Name

7. **Describe debtor's business**

A. *Check one:*

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☒ None of the above

B. *Check all that apply:*

☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See https://www.uscourts.gov/four-digit-national-association-naics-codes

2 1 3 1

8. **Under which chapter of the Bankruptcy Code is the debtor filing?**

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

☐ Chapter 7
☐ Chapter 9
☒ Chapter 11. *Check all that apply*:

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,725,625. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☒ A plan is being filed with this petition.
- ☒ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

Debtor Superior Inspection Services, L.L.C. Case number (*if known*) _____
Name

9. **Were prior bankruptcy cases filed by or against the debtor within the last 8 years?**

If more than 2 cases, attach a separate list.

☒ No
☐ Yes District _____ When _____ Case Number _____
MM / DD / YYYY
District _____ When _____ Case Number _____
MM / DD / YYYY

10. **Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?**

List all cases. If more than 1, attach a separate list.

☐ No
☒ Yes Debtor See attached Schedule 1 Relationship See attached Schedule 1
District Southern District of Texas When Contemporaneously
MM / DD / YYYY
Case number, if known _____

11. **Why is the case filed in *this district*?**

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☒ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. **Does the debtor own or have possession of any real property or personal property that needs immediate attention?**

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number Street

_____

_____ _____ _____
City State ZIP Code

Is the property insured?

☐ No

☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Debtor Superior Inspection Services, L.L.C. Case number (*if known*)
Name

Statistical and administrative information

13. **Debtor's estimation of available funds**

Check one:

☒ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. **Estimated number of creditors**

(on a consolidated basis)

☐	1-49	☐	1,000-5,000	☒	25,001-50,000
☐	50-99	☐	5,001-10,000	☐	50,001-100,000
☐	100-199	☒	10,001-25,000	☐	More than 100,000
☐	200-999				

15. **Estimated assets**

(on a consolidated basis)

☐	$0-$50,000	☐	$1,000,001-$10 million	☐	$500,000,001-$1 billion
☐	$50,001-$100,000	☐	$10,000,001-$50 million	☒	$1,000,000,001-$10 billion
☐	$100,001-$500,000	☐	$50,000,001-$100 million	☐	$10,000,000,001-$50 billion
☐	$500,001-$1 million	☐	$100,000,001-$500 million	☐	More than $50 billion

16. **Estimated liabilities**

(on a consolidated basis)

☐	$0-$50,000	☐	$1,000,001-$10 million	☐	$500,000,001-$1 billion
☐	$50,001-$100,000	☐	$10,000,001-$50 million	☒	$1,000,000,001-$10 billion
☐	$100,001-$500,000	☐	$50,000,001-$100 million	☐	$10,000,000,001-$50 billion
☐	$500,001-$1 million	☐	$100,000,001-$500 million	☐	More than $50 billion

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. **Declaration and signature of authorized representative of debtor**

☒ The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

☒ I have been authorized to file this petition on behalf of the debtor.

☒ I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/07/2020
MM / DD / YYYY

✘ /s/ Westervelt ("Westy") T. Ballard, Jr. Westervelt ("Westy") T. Ballard, Jr.
Signature of authorized representative of debtor Printed name

Title Authorized Signatory

Debtor Superior Inspection Services, L.L.C. Case number (*if known*)
Name

18. **Signature of attorney**

✘ /s/ Timothy A. (“Tad”) Davidson II Date 12/07/2020
Signature of authorized representative of debtor MM/ DD / YYYY

Timothy A. (“Tad”) Davidson II
Printed name

Hunton Andrews Kurth LLP
Firm name

600 Travis Street, Suite 4200
Number Street

Houston | Texas | 77002
City | State | ZIP Code

713-220-4200 | Taddavidson@huntonak.com
Contact phone | Email address

24012503 | Texas
Bar number | State

Fill in this information to identify the case:

Debtor Name Superior Inspection Services, L.L.C.

United States Bankruptcy Court for the:

Southern District of Texas (State)

Case number (*If known*): _____ Chapter 11

☐ Check if this is an amended filing

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below (including the debtor in this chapter 11 case, collectively, the "**Debtors**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered under the number assigned to the chapter 11 case of Superior Energy Services, Inc.

Superior Energy Services, Inc.
SESI, LLC.
Superior Energy Services-North America Services, Inc.
Complete Energy Services, Inc.
Warrior Energy Services Corporation
SPN Well Services, Inc.
Pumpco Energy Services, Inc.
1105 Peters Road, LLC.
Connection Technology, L.L.C.
CSI Technologies, LLC
H.B. Rentals L.C.
International Snubbing Services, L.L.C.
Stabil Drill Specialties, L.L.C.
Superior Energy Services, L.L.C.
Superior Inspection Services, L.L.C.
Wild Well Control, Inc.
Workstrings International, L.L.C.

SESI, L.L.C.
SUPERIOR ENERGY SERVICES-NORTH AMERICA SERVICES, INC.
COMPLETE ENERGY SERVICES, INC.
WARRIOR ENERGY SERVICES CORPORATION
SPN WELL SERVICES, INC.
PUMPCO ENERGY SERVICES, INC.
1105 PETERS ROAD, L.L.C.
CONNECTION TECHNOLOGY, L.L.C.
CSI TECHNOLOGIES, LLC
H.B. RENTALS, L.C.
INTERNATIONAL SNUBBING SERVICES, L.L.C.
STABIL DRILL SPECIALTIES, L.L.C.
SUPERIOR ENERGY SERVICES, L.L.C.
SUPERIOR INSPECTION SERVICES, L.L.C.
WILD WELL CONTROL, INC.
WORKSTRINGS INTERNATIONAL, L.L.C.

OMNIBUS ACTION BY UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING

December 3, 2020

The undersigned, constituting all of the members of the board of directors or board of managers, as applicable (the "**Governing Body**"), of each of the entities listed above (each, a "**Company**" and collectively, the "**Companies**"), hereby take the following actions and adopt the following resolutions as the action of the Governing Body by written consent in lieu of a meeting pursuant to applicable law and such Company's bylaws, limited liability company agreement or operating agreement, as applicable (each, a "**Governing Document**"), and hereby direct that this written consent be delivered to the Companies for inclusion in their minutes or filing with their corporate records.

Filing of Chapter 11 Cases

WHEREAS, each Governing Body has reviewed and considered the materials presented by the management and financial and legal advisors of the applicable Company regarding the potential present and future liabilities of each such Company, the strategic alternatives available to it, and the impact of the foregoing on each such Company's business;

WHEREAS, each Governing Body has consulted with the management and financial and legal advisors of the applicable Company and has considered fully each of the strategic alternatives available to each such Company;

WHEREAS, each Company intends to implement a restructuring in order to preserve the value of each Company's business and for all stakeholders (the "**Restructuring**");

WHEREAS, the Companies propose to enter into that certain Amended and Restated Restructuring Support Agreement (together with all exhibits thereto, and as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**RSA**"), which amended and restated the original restructuring support agreement, entered into on September 29, 2020, regarding certain material terms of the Restructuring with certain holders of their (i) $800,000,000 7.125% senior unsecured notes due 2021 (the "**2021 Notes**") and (ii) $500,000,000 7.750% senior unsecured notes due 2024 (the "**2024 Notes**"), of which the Companies are a guarantor;

WHEREAS, each Governing Body has been provided a copy of the RSA along with the exhibits thereto, including the plan of reorganization attached as Exhibit A to the RSA;

WHEREAS, the RSA contemplates that, upon the terms and subject to the conditions set forth therein, the Consenting Noteholders (as defined in the RSA) shall support and pursue, together with the Companies, a joint prepackaged chapter 11 plan of reorganization to be filed in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"), involving, among other things: (i) the full repayment of the amounts outstanding under the existing fifth amended and restated credit agreement, dated as of October 20, 2017, by and among of SESI, L.L.C., a Delaware limited liability company ("**SESI**"), as borrower, parent Superior Energy Services, Inc., a Delaware corporation ("**Superior**"), the lenders party thereto and the JPMorgan Chase Bank, N.A as administrative agent; (ii) the conversion of the 2021 Notes and 2024 Notes, to the extent holders of such notes affirmatively opt out of the cash-out option provided for in the Companies' chapter 11 plan of reorganization, into 100% of the equity of parent Superior Energy Services, Inc., as reorganized pursuant to the terms of the Companies' chapter 11 plan of reorganization, and the offering of certain subscription rights to an equity rights offering (with a cash-out option) to the holders of the 2021 Notes and 2024 Notes; and (iii) access to new capital in the form of an exit facility in the aggregate principal amount of up to $170 million;

WHEREAS, each Governing Body has been advised by the management and financial and legal advisors of the applicable Company of the proposed terms and conditions of the RSA; and

WHEREAS, each Governing Body has determined that it is desirable and in the best interests of each applicable Company, its creditors, equity holders and other interested parties, that each such Company seek relief under the provisions of Chapter 11, Title 11 of the United States Code (the "**Bankruptcy Code**") and has received, reviewed and discussed forms or descriptions of the key "first day" and "second day" pleadings that would be proposed to be filed in connection with the Bankruptcy Case (the "**Chapter 11 Filings**").

NOW, THEREFORE, BE IT RESOLVED, that each Company is hereby authorized, and each Authorized Person (as defined below) shall be, and hereby is, authorized and directed, on behalf of each Company, to commence a case under Chapter 11 of the Bankruptcy Code (each, a "**Chapter 11 Case**") by executing, verifying and delivering a voluntary petition in the name of the applicable Company under the Bankruptcy Code and causing the same to be filed with the Bankruptcy Court in such form and at such time as the Authorized Person executing said petition shall determine; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized and directed, on behalf of each Company, to seek to have its respective Chapter 11 Case jointly administered by the Bankruptcy Court with the separate cases commenced by the other Companies and Superior, under Chapter 11 of the Bankruptcy Code (the respective Chapter 11 Cases together with such other separate cases, the "**Chapter 11 Cases**"); and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized and directed, on behalf of each Company, to cause to be filed (or direct others to do so on their behalf as provided herein), and to amend, supplement or otherwise modify from time to time, the Chapter 11 Filings; and it is further

RESOLVED, that the entry into by each Company of the RSA for the purposes of securing the necessary support amongst the Companies' creditors for the Chapter 11 Cases be, and hereby is, in all respects, approved, ratified and confirmed; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized, directed and empowered, on behalf of and in the name of each Company, to negotiate, effect, execute, deliver and perform any amendments, modifications, replacements, releases or other alterations of whatever form or nature to any of the existing documentation governing such Company's indebtedness, including, without limitation, any credit agreements, guaranties, security documents or indentures, as such Authorized Person may, in their sole discretion, deem necessary or appropriate in connection with the Chapter 11 Cases; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized, directed and empowered, on behalf of and in the name of each Company, to the extent applicable, to obtain the use of cash collateral, in such amounts and on such terms as may be agreed by any Authorized Person in their sole discretion, including the grant of replacement liens or other adequate protection, as is reasonably necessary for the continuing conduct of the affairs of the applicable Company; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized, on behalf of and in the name of each Company, to enter into such forbearance agreements, waivers, amendments or modifications, or other supplements relating to applicable Company's existing indebtedness as may be deemed necessary or appropriate by such Authorized Person; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized, on behalf of and in the name of each Company, to the extent applicable, to enter into and seek authority from the Bankruptcy Court to enter into and/or assume any other restructuring support or similar agreements in connection with the Chapter 11 Cases and to enter into, and/or seek approval of, any agreements, documents or instruments related thereto; and it is further

RESOLVED, that each Company is authorized, and each Authorized Person shall be, and hereby is, authorized and empowered, with full power of delegation, on behalf of and in the name

of each Company, to execute (under the common seal of each Company, if appropriate), verify and/or file, or cause to be filed and/or executed or verified (or direct others to do so on their behalf as provided herein), and to amend, supplement or otherwise modify from time to time, all necessary or appropriate documents with (i) the Securities and Exchange Commission; (ii) the Bankruptcy Court; and (iii) any other court or regulatory body, including, without limitation, petitions, affidavits, schedules, motions, lists, applications, the Chapter 11 Filings, pleadings and other documents, agreements and papers, including all loan agreements, documents, notes, guaranties, security agreements, pledge agreements and all other documents, agreements or instruments and to take any and all actions that the Authorized Person deems necessary or appropriate, each in connection with the Chapter 11 Cases, any post-petition financing or any cash collateral usage contemplated hereby or thereby; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized and empowered, on behalf of and in the name of each Company, to employ and retain (i) the law firms of Latham & Watkins LLP and Hunton Andrews Kurth LLP as attorneys in connection with the Chapter 11 Cases and to take any and all actions to advance each Company's rights, including the preparation of pleadings and filings in the Chapter 11 Cases; (ii) Ducera Partners LLC and Johnson Rice & Company L.L.C. to act as investment bankers and financial advisors in connection with the Chapter 11 Cases; (iii) the firm of Kurtzman Carson Consultants LLC to act as notice, claims and balloting agent and to provide other related services to each Company in the Chapter 11 Cases; (iv) the firm of Alvarez & Marsal North America, LLC to provide restructuring advice and other related services to each Company in the Chapter 11 Cases; and (v) the firm of Ernst & Young LLP to provide tax advice and related services to each Company in the Chapter 11 Cases, and any such acts previously taken by the Authorized Persons consistent with this resolution shall be, and hereby are, in all respects, approved, ratified and confirmed; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized and empowered, on behalf of and in the name of each Company, to employ and retain such further legal, restructuring, financial, accounting and bankruptcy services firms (together with the foregoing identified firms, the "**Professionals**") as may be deemed necessary or appropriate by such Authorized Person to assist each Company in carrying out its respective responsibilities in the Chapter 11 Cases and achieving a successful reorganization; and it is further

RESOLVED, that the bankruptcy (as defined in the Delaware Limited Liability Company Act) of Superior, shall not cause such entity to cease to be a member of SESI, and upon the bankruptcy (as defined in the Delaware Limited Liability Company Act) of Superior, each of Superior and SESI shall continue without dissolution; and it is further

RESOLVED, that Superior Energy Services, L.L.C., a Louisiana limited liability company (the "**Texas Member**"), becoming a Debtor in Possession (as defined in the Texas Business Organizations Code) shall not cause such entity to cease to be a member of CSI Technologies, L.L.C. (the "**Texas LLC**"), and upon the Texas Member becoming a Debtor in Possession (as defined in the Texas Business Organizations Code), each of the Texas Member and the Texas LLC shall each continue without dissolution; and it is further

RESOLVED, that the bankruptcy (as defined by the Limited Liability Company Law of Louisiana) of either of Superior or SESI (collectively, the "**Louisiana Members**"), shall not cause such entity to cease to be a member of 1105 Peters Road, L.L.C., a Louisiana limited liability company, Connection Technology, L.L.C., a Louisiana limited liability company, H.B. Rentals, L.C., a Louisiana limited liability company, International Snubbing Services, L.L.C., a Louisiana limited liability company, Stabil Drill Specialties, L.L.C., a Louisiana limited liability company, Superior Energy Services, L.L.C., a Louisiana limited liability company, Superior Inspection Services, L.L.C., a Louisiana limited liability company, and Workstrings International, L.L.C., a Louisiana limited liability company, as applicable (collectively, the "**Louisiana LLCs**"), and upon the bankruptcy (as defined by the Limited Liability Company Law of Louisiana) of the Louisiana Members, each of the Louisiana Members and the Louisiana LLCs shall continue without dissolution; and it is further

Approval of DIP Credit Facility

WHEREAS, it is proposed that SESI and Superior enter into a Senior Secured Debtor-in-Possession Credit Agreement substantially in the form attached hereto as Exhibit A, and with such final terms and in such final form to be negotiated and approved by the Authorized Persons or their delegees (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "**DIP Credit Agreement**"), by and among Superior, as parent guarantor, SESI, as borrower, the financial institutions and other parties from time to time party thereto as lenders (the "**DIP Lenders**") and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "**DIP Agent**");

WHEREAS, it is proposed that each Company enter into the Loan Documents (as defined in the DIP Credit Agreement), instruments, certificates, agreements and other documents necessary, desirable, convenient, appropriate, advisable or otherwise requested by the DIP Agent to satisfy the covenants, conditions precedent and any conditions subsequent for the extension of credit under the DIP Credit Agreement, or in connection with the performance of its obligations under the DIP Credit Agreement and the other Loan Documents deemed necessary or proper by the DIP Agent or required by any of the Loan Documents and affidavits, agreements, certificates, documents, instruments, notices, recordings or filings relating to any of the foregoing, in each case with such terms and in such forms as negotiated and approved by the Authorized Persons or their delegees (together with the DIP Credit Agreement and the other Loan Documents, collectively, the "**DIP Credit Documents**");

WHEREAS, in connection with the execution, delivery and performance by each Company of the DIP Credit Documents to which it is a party, such Company may be required, or may deem it necessary or appropriate, to take such other actions, including, without limitation, the payment of fees, costs and expenses, the giving of notices, the designation of persons authorized to act, and other actions as may be necessary or appropriate to perform under any DIP Credit Document to which it is a party (collectively, the "**Related Actions**");

WHEREAS, the Governing Body of each Company has determined that the execution, delivery and performance by such Company of each DIP Credit Document to which it is a party and taking of the applicable Related Actions will benefit such Company and is in the best interest of such Company including the granting of a lien on and/or security interest in substantially all of

its assets to secure the obligations under the DIP Credit Documents and to enter into and to perform its obligations under each DIP Credit Document to which such Company is a party; and

WHEREAS, the Governing Body of each Company has determined that the entry into the DIP Credit Documents to which such Company is a party, including each Company's guarantee of obligations of SESI and the other Guarantors (as defined in the DIP Credit Agreement) under the DIP Credit Documents, is necessary or convenient to the conduct, promotion or attainment of such Company's business and necessary or convenient to carry out such Company's activities and affairs.

FURTHER RESOLVED, that the Governing Body of each Company hereby determines that the negotiation and approval of the terms and forms of the DIP Credit Agreement and the other DIP Credit Documents by the Authorized Persons and their delegees, approval of the transactions contemplated by the DIP Credit Documents to which such Company is a party and the execution, delivery and performance by such Company of such DIP Credit Documents to which it is a party on the terms and conditions as substantially described or provided to each Governing Body of such Company will benefit such Company and is in the best interest of such Company; and it is further

RESOLVED, that the Governing Body of each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized and empowered, with full power of delegation, on behalf of and in the name of each Company, to negotiate and approve the terms and form of any adequate protection to creditors and to secure the payment and performance of any post-petition financing, including financing incurred through the DIP Credit Agreement, and to effectuate the forgoing by (i) paying or approving the payment of all amounts payable in connection with any adequate protection arrangement, (ii) pledging or granting liens and mortgages on, or security interest in, all or any portion of each Company's assets, including all or any portion of the issued and outstanding capital stock, partnership interests, or membership interests of any subsidiaries of each Company, whether now owned or hereafter acquired, and (iii) entering into or causing to be entered into such security agreements, pledge agreements, control agreements, intercreditor agreements, mortgages, deeds of trust and other agreements as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this written consent in such form, covering such collateral and having such other terms and conditions as are approved or deemed necessary, appropriate or desirable by the Authorized Person executing the same, the execution thereof by such Authorized Person to be conclusive evidence of such approval or determination; and it is further

RESOLVED, that each Company is hereby authorized, and each Authorized Person shall be, and hereby is, authorized and empowered, with full power of delegation, on behalf of and in the name of each Company, to execute, verify and/or file, or cause to be filed and/or executed or verified (or direct others to do so on their behalf as provided herein), and to amend, supplement or otherwise modify from time to time, (including, without limitation, any amendments or supplements to the DIP Credit Agreement that increase the amount of credit available thereunder) any of the DIP Credit Documents to which it is a party, and to take any and all actions that the Authorized Person deems necessary or appropriate, each in connection with the Chapter 11 Cases and/or any post-petition financing or any cash collateral usage contemplated hereby or thereby; and it is further

RESOLVED, that each Company is hereby authorized, directed and empowered to do or cause to be done all such acts or things and to execute and deliver, or cause to be executed and delivered, under seal or otherwise, all such DIP Credit Documents or other affidavits, agreements, certificates, documents, instruments, notices, recordings and filings (including, without limitation, any and all certificates and notices required or permitted to be given or made under the terms, conditions or provisions of any of the agreements, documents or instruments executed therewith), in the name and on behalf of each such Company on behalf of each of the Company's direct or indirect subsidiaries, as any such Authorized Person, in his or her discretion, may deem necessary, proper or advisable to effectuate or carry out the purposes and intent of the foregoing resolutions and to perform the obligations of such subsidiary under all affidavits, agreements, certificates, documents, instruments, recordings and filings executed or delivered on behalf of such subsidiary in connection with the Loan Documents to which such subsidiary is a party; and it is further

RESOLVED, that each Company is hereby authorized and directed to guaranty the obligations of SESI and the other DIP Guarantors, and to perform all of its obligations under the DIP Order; and it is further

RESOLVED, that each Company is hereby authorized to grant a lien on, security interest in, and/or pledge any and all of its properties and assets to secure its obligations (including any obligations guaranteed by it under the DIP Order or any other DIP Credit Document) and to use and obtain the benefits of the cash collateral under each DIP Credit Document to which such Company is a party and to enter into and to perform its obligations under each DIP Credit Document to which such Company is a party and that the grant of liens, security interests and pledges by such Company as contemplated in the DIP Credit Documents, and the grant of any additional liens, security interests or pledges pursuant to any additional security agreements or pledge agreements that may be required under the DIP Credit Documents, and the execution of documents, agreements and instruments in connection therewith, and the filing of financing statements to perfect or otherwise evidence such liens, security interests or pledges, are in each case hereby authorized, approved, and adopted, as applicable; and it is further

RESOLVED, that each Company, each Authorized Person and any of their designees is hereby authorized to take any of the Related Actions.

General

FURTHER RESOLVED, that David Dunlap, Westervelt Ballard, James Spexarth, William Masters, each an officer or authorized representative of each Company, and such other persons as each of them shall designate, whether orally or in writing (each, an "**Authorized Person**"), shall be, and hereby is, authorized, with full power of delegation, in the name and on behalf of each Company, to take or cause to be taken any and all such further action and to execute and deliver or cause to be executed or delivered, and to amend, supplement or otherwise modify from time to time, all such further agreements, documents, certificates, statements, notices, undertakings and other writings, and to incur and to pay or direct payment of all such fees and expenses, as in the judgment of the Authorized Person shall be necessary, appropriate or advisable to effectuate the purpose and intent of any and all of the foregoing resolutions; and it is further

RESOLVED, that all acts lawfully done or actions lawfully taken by any officer of any of the Companies or any of the Professionals in connection with any Chapter 11 Case of the

Companies or any proceedings related thereto, or any matter related thereto, be, and hereby are, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the applicable Company; and it is further

RESOLVED, that any and all actions, whether previously or subsequently taken by any Authorized Person or any other person authorized to act by an Authorized Person, that are consistent with the intent and purpose of the foregoing resolutions or in connection with any matters referred to herein, shall be, and the same hereby are, in all respects, ratified, approved and confirmed.

Any facsimile or other electronic signature of each Governing Body to this Omnibus Action by Unanimous Written Consent in Lieu of a Meeting shall be fully effective as an original signature hereto.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned has executed this Omnibus Action by Unanimous Written Consent in Lieu of a Meeting as of the date first set forth above.

Board of Managers of **SESI, L.L.C.**, a Delaware corporation

Westervelt Ballard

David D. Dunlap

William B. Masters

Board of Directors of **Superior Energy Services-North America Services, Inc.**, a Delaware corporation

David D. Dunlap

William B. Masters

Board of Directors of **Complete Energy Services, Inc.**, a Delaware corporation:

Justin Boyd

David D. Dunlap

Brian K. Moore

Board of Directors of **Warrior Energy Services Corporation**, a Delaware corporation:

Westervelt Ballard

David D. Dunlap

William B. Masters

Board of Directors of **SPN Well Services, Inc.**, a Texas corporation:

David D. Dunlap

William B. Masters

Board of Directors of **Pumpco Energy Services, Inc.**, a Delaware corporation:

Westervelt Ballard

David D. Dunlap

Brian K. Moore

Board of Directors of **1105 Peters Road, L.L.C.**, a Louisiana limited liability company:

William B. Masters

Brian K. Moore

Board of Directors of **Connection Technology, L.L.C.**, a Louisiana limited liability company:

Alan P. Bernard

William B. Masters

Board of Directors of **CSI Technologies, LLC**, a Texas limited liability company:

Westervelt Ballard

Alan P. Bernard

William B. Masters

Board of Directors of **H.B. Rentals, L.C.**, a Louisiana limited liability company:

Alan P. Bernard

David D. Dunlap

William B. Masters

Board of Directors of **International Snubbing Services, L.L.C.**, a Louisiana limited liability company:

Alan P. Bernard

David D. Dunlap

William B. Masters

Board of Directors of **Stabil Drill Specialties, L.L.C.**, a Louisiana limited liability company:

David D. Dunlap

William B. Masters

Board of Directors of **Superior Energy Services, L.L.C.**, a Louisiana limited liability company:

Alan P. Bernard

William B. Masters

Board of Directors of **Superior Inspection Services, L.L.C.,** a Louisiana limited liability company:

David D. Dunlap

William B. Masters

Board of Directors of **Wild Well Control, Inc.**, a Texas corporation:

Alan P. Bernard

David D. Dunlap

William B. Masters

Board of Directors of **Workstrings International, L.L.C.,** a Louisiana limited liability company:

Westervelt Ballard

David D. Dunlap

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

In re:	:	Chapter 11
SUPERIOR INSPECTION SERVICES, L.L.C., et al., [1]	:	Case No. 20-_____ (_____)
Debtors.	:	(Joint Administration Requested)

CONSOLIDATED LIST OF CREDITORS HOLDING THE THIRTY LARGEST UNSECURED CLAIMS

Superior Inspection Services, L.L.C. and the entities listed in Schedule 1 to this petition (together, the "**Debtors**") each filed a petition in this Court on the date hereof for relief under chapter 11 of title 11 of the United States Code. Contemporaneously with the filing of their petitions, the Debtors filed a motion requesting, among other things, authority to file a consolidated list of creditors holding the thirty largest unsecured claims (the "**Largest Unsecured Creditors List**").

The Largest Unsecured Creditors List is based on the Debtors' books and records as of December 4, 2020, and was prepared in accordance with rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in the Debtors' chapter 11 cases. The Largest Unsecured Creditors List does not include persons who come within the definition of "insider" set forth in 11 U.S.C. § 101(31).

The information contained in the Largest Unsecured Creditors List shall not constitute an admission by, nor shall it be binding on, the Debtors. Moreover, nothing herein shall

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Superior Energy Services, Inc. (9388), SESI, L.L.C. (4124), Superior Energy Services-North America Services, Inc. (5131), Complete Energy Services, Inc. (9295), Warrior Energy Services Corporation (9424), SPN Well Services, Inc. (2682), Pumpco Energy Services, Inc. (7310), 1105 Peters Road, L.L.C. (4198), Connection Technology, L.L.C. (4128), CSI Technologies, LLC (6936), H.B. Rentals, L.C. (7291), International Snubbing Services, L.L.C. (4134), Stabil Drill Specialties, L.L.C. (4138), Superior Energy Services, L.L.C. (4196), Superior Inspection Services, L.L.C. (4991), Wild Well Control, Inc. (3477), Workstrings International, L.L.C. (0390). The Debtors' address is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002.

affect the Debtors' rights to challenge the amount or characterization of any claim at a later date. The failure to list a claim as contingent, unliquidated, or disputed does not constitute a waiver of the Debtors' rights to contest the validity priority and/or amount of such claim.

Fill in this information to identify the case:

Debtor Name Superior Inspection Services, L.L.C.

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (*If known*): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders 12/15

A list of creditors holding the thirty (30) largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the thirty (30) largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	The Bank of New York Mellon Trust Company, N.A. ATTN: Lisa McCants 10161 Centurion Parkway Jacksonville, FL 32256	Lisa McCants EMAIL - Lisa.McCants@bnymellon.com PHONE - (713) 483-6752 FAX - (904) 645-1921	Unsecured Notes				$827,075,000
2	The Bank of New York Mellon Trust Company, N.A. ATTN: Lisa McCants 10161 Centurion Parkway Jacksonville, FL 32256	Lisa McCants EMAIL - Lisa.McCants@bnymellon.com PHONE - (713) 483-6752 FAX - (904) 645-1921	Unsecured Notes				$508,718,750
3	Internal Revenue Service ATTN: Centralized Insolvency Operation 2970 Market Street Philadelphia, PA 19104	Centralized Insolvency Operation EMAIL - PHONE - (215) 222-8200 FAX - (855) 235-6787	CARES Act - Payroll Tax Deferral				$5,788,014
4	Trendsetter Engineering Inc ATTN: Ron Downing President 10430 Rodgers Road Houston, TX 77070	Ron Downing EMAIL - r.downing@trendsetterengineering.com PHONE - (281) 465-8858 FAX -	Trade Payable				$1,323,000

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
5	B&L Pipeco Services Inc ATTN: Matt Paulsen Controller 20465 SH 249 Suite 200 Houston, TX 77070	Matt Paulsen EMAIL - mpaulsen@ccpipellc.com PHONE - (713) 468-6555 FAX -	Trade Payable				$924,735
6	Delmar Systems Inc ATTN: Ken Babin Chief Information Officer 8114 W. Hwy. 90 Broussard, LA 70518	Ken Babin EMAIL - kennysky04@yahoo.com PHONE - (225) 776-4333 FAX -	Trade Payable				$474,500
7	Enterprise Fleet Management ATTN: Brice Adamson Executive Vice President 29 Hunter Ave St. Louis, MO 63124	Brice Adamson EMAIL - brice.adamson@efleets.com PHONE - (314) 889-8400 FAX -	Trade Payable				$440,711
8	Enterprise FM Trust ATTN: Keith Gurule Finance Director 811 Main Street Kansas City, MO 64105	Keith Gurule EMAIL - Keith.E.Gurule@efleets.com PHONE - (713) 300-7450 FAX -	Trade Payable				$180,555
9	Lafayette Steel Erector IncATTN: April Thompson313 Westgate RoadLafayette, LA 70506	April ThompsonEMAIL - aprilt@lsecrane.comPHONE - (337) 234-9435FAX - (337) 234-0217	Trade Payable				$155,530
10	Becnel Rental Tools LLC ATTN: Jason Becnel Operations Director 1809 Industrial Blvd Harvey, LA 70058	Jason Becnel EMAIL - jason@becnelrt.com PHONE - (504) 341-4610 FAX - (504) 341-4610	Trade Payable				$128,811
11	Connector Specialists Inc ATTN: Alex Wheelock CEO 11050 W Little York Rd, Building N Houston, TX 77041	Alex Wheelock EMAIL - alex.wheelock@connectorspecialists.com PHONE - (504) 469-1659 FAX - (337) 237-3756	Trade Payable				$108,868
12	FMC Technologies Inc ATTN: Douglas J. Pferdehirt Chief Executive Officer 11740 Katy Fwy Houston, TX 77079	Douglas J. Pferdehirt EMAIL - dpferdehirt@technipfmc.com PHONE - (281) 591 4000 FAX -	Trade Payable				$106,489

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
13	Timbercreek Real Estate Partners LLC ATTN: Christoper C. Ortowski Manager 175 County Road 131 Gainesville, TX 76240	Christoper C. Ortowski EMAIL - PHONE - (940) 665-2316 FAX -	Trade Payable				$96,872
14	Control Flow Inc ATTN: Bill Laird President 9201 Fairbanks N. Houston Road Houston, TX 77064	Bill Laird EMAIL - blaird@controlflow.com PHONE - (281) 890-8300 FAX - (281) 890-3947	Trade Payable				$76,380
15	National Oilwell Varco Tuboscope ATTN: Jack Dyer Vice President, US Operations 7909 Parkwood Circle Dr. Houston, TX 77036	Jack Dyer EMAIL - jack.dyer@nov.com PHONE - (936) 273-3998 FAX -	Trade Payable				$73,627
16	Practical Engineering Solutions LLC 124 Heymann Blvd, Suite 201 Lafayette, LA 70503	EMAIL - PHONE - (337) 408-3242 FAX -	Trade Payable				$71,875
17	Bricco Metal Finishing LLCATTN: Rick BridgesCEO17667 Telge RoadCypress, TX 77429	Rick BridgesEMAIL - rick@briccomf.comPHONE - (832) 534-1190FAX -	Trade Payable				$69,353
18	CAD Control Systems ATTN: Reggie Welty President and Chief Executive Officer 1017 Freeman Road Broussard, LA 70518	Reggie Welty EMAIL - rwelty@cadoil.com PHONE - (337) 369-3737 FAX - (337) 369-3724	Trade Payable				$68,496
19	BS & G Rentals LLC ATTN: Jason Bellard 1100 Smede Hwy Broussard, LA 70518-8033	Jason Bellard EMAIL - bellard@petropull.org PHONE - (337) 365-5001 FAX -	Trade Payable				$57,696
20	Strategy Oilfield Services Inc ATTN: Accounting 204 North Walnut Street Meunster, TX 76252	Accounting EMAIL - jessica@ntin.net PHONE - (940) 759-4001 FAX -	Trade Payable				$57,500

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Wells Fargo Bank NA ATTN: General Counsel 420 Montgomery Street San Francisco, CA 94104	General Counsel EMAIL - PHONE - 1-(800) 869-3557 FAX -	Trade Payable				$50,357
22	Alpha Rental Tools Inc ATTN: Dwayne Boudoin President and Owner 4836 Highway 182 Houma, LA 70364	Dwayne Boudoin EMAIL - dboudoin@alpharentaltools.com PHONE - (985) 879-4053 FAX -	Trade Payable				$49,412
23	Dupre Machine ATTN: Jake Dupre Owner 143 Decal St Lafayette, LA 70508-3350	Jake Dupre EMAIL - jake@dupremachine.com PHONE - (337) 232-5948 FAX -	Trade Payable				$49,168
24	Downhole Solutions Inc ATTN: Burt Pereira President 81697 Hwy 41 Bush, LA 70431	Burt Pereira EMAIL - burt.pereira@gmail.com PHONE - (985) 774-1409 FAX -	Trade Payable				$48,484
25	Trinity Rental Services LLCATTN: John PrudhommeOwner1419 Hugh Wallis Road SouthLafayette, LA 70508	John PrudhommeEMAIL - PHONE - (337) 886-6631FAX -	Trade Payable				$41,405
26	Maverick Energy Solutions LLC ATTN: Ron Chiasson Chief Executive Officer 247 Brighton Loop Houma, LA 70360	Ron Chiasson EMAIL - ron.chiasson@maverickenergyslt.com PHONE - (985) 664-1776 / (985) 855-5939 FAX -	Trade Payable				$39,185
27	Wide Range Logistics LLC ATTN: David Breaux 304 Hacker St. New Iberia, LA 70562	EMAIL - widerangelogistics1@gmail.com PHONE - (337) 519-9697 FAX - (337) 446-3124	Trade Payable				$34,100

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
28	Pason Systems USA Corporation ATTN: Russel Smith Vice President International 7701 West Little York, Suite 800 Houston, TX 77040	Russel Smith EMAIL - russell.smith@pason.com PHONE - (979) 320-7685 FAX -	Trade Payable				$33,826
29	North American Metals Inc ATTN: Rod McMahon President 20001 Oil Center Blvd Houston, TX 77073	Rod McMahon EMAIL - rmcmahon@northamericanmetals.net PHONE - (281) 443-4451 FAX -	Trade Payable				$33,416
30	CHS Inc ATTN: Courtney Heard Accounts Receivable 5500 Cenex Drive Inver Grove Heights, Minnesota 55077	Courtney Heard EMAIL - courtney.heard@chsinc.com PHONE - (605) 373-2597 FAX -	Trade Payable				$33,346

Fill in this information to identify the case:

Debtor Name Superior Inspection Services, L.L.C.

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (*If known*): _____ Chapter 11

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule* _____
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☐ *Other document that requires a declaration* _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/07/2020
MM / DD / YYYY

× /s/ Westervelt ("Westy") T. Ballard, Jr.
Signature of individual signing on behalf of debtor

Westervelt ("Westy") T. Ballard, Jr.
Printed name

Authorized Signatory
Position or relationship to debtor

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

In re:	:	Chapter 11
SUPERIOR INSPECTION SERVICES, L.L.C.,	:	Case No. 20-_____ (_____)
Debtor.	:	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interests:

Shareholder	Approximate Percentage of Interests Held
Superior Energy Services, Inc.	100%
SESI, LLC.	100%

LIST OF EQUITY SECURITY HOLDERS

The following is a list of the debtor's equity security holders. This list has been prepared in accordance with Fed. R. Bankr. P. 1007(a)(3) for filing in this chapter 11 case.

Shareholder	Approximate Percentage of Interests Held
Superior Energy Services, Inc.	100%
SESI, LLC.	100%

Fill in this information to identify the case:

Debtor Name Superior Inspection Services, L.L.C.

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (*If known*): _____ Chapter 11

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property (Official Form 206A/B)*
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)*
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)*
- ☐ *Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)*
- ☐ *Schedule H: Codebtors (Official Form 206H)*
- ☐ *Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)*
- ☐ *Amended Schedule* _____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)*
- ☒ *Other document that requires a declaration* Corporate Ownership Statement and List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 12/07/2020
MM / DD / YYYY

× /s/ Westervelt ("Westy") T. Ballard, Jr.
Signature of individual signing on behalf of debtor

Westervelt ("Westy") T. Ballard, Jr.
Printed name

Authorized Signatory
Position or relationship to debtor