Fill in this information to identify the case:

Debtor Superior Energy Services, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 20-35812

Official Form 410
Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Apache Corporation
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Apache Corporation c/o Sharon M. Beausoleil Foley Lardner LLP 1000 Louisiana Street, Suite 2000 Houston, Texas 77002	Apache Corporation Sergio Garza 2000 Post Oak Boulevard, Suite 100 Houston, TX 77056
Contact phone 713-276-5086 Contact email sbeausoleil@foley.com	Contact phone 713-296-6892 Contact email sergio.garza@apachecorp.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing?

20358122101070000000000021

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See Exhibit A . **Does this amount include interest or other charges?**

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

_____

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 01/07/2021
MM / DD / YYYY

/s/Nate Zeiger
Signature

Print the name of the person who is completing and signing this claim:

Name: Nate Zeiger
First name | Middle name | Last name

Title: Land Manager

Company: Apache Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 2000 Post Oak Boulevard, Suite 100, Houston, TX, 77056

Contact phone: 432-818-1844 Email: Nate.Zeiger@apachecorp.com

20358122101070000000000021

KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

Debtor:
20-35812 - Superior Energy Services, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Apache Corporation
c/o Sharon M. Beausoleil
Foley Lardner LLP
1000 Louisiana Street, Suite 2000
Houston, Texas, 77002
Phone:
713-276-5086
Phone 2:
Fax:
Email:
sbeausoleil@foley.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Disbursement/Notice Parties:
Apache Corporation
Sergio Garza
2000 Post Oak Boulevard, Suite 100
Houston, TX, 77056
Phone:
713-296-6892
Phone 2:
Fax:
E-mail:
sergio.garza@apachecorp.com
DISBURSEMENT ADDRESS

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
See Exhibit A

Includes Interest or Charges:
None

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Nate Zeiger on 07-Jan-2021 2:54:41 p.m. Eastern Time
Title:
Land Manager
Company:
Apache Corporation

VN: 2F09133F3D59F2A0F7A353102354DAF0

Optional Signature Address:

Nate Zeiger
2000 Post Oak Boulevard, Suite 100

Houston, TX, 77056

Telephone Number:
432-818-1844
Email:
Nate.Zeiger@apachecorp.com

EXHIBIT A

SUMMARY OF CLAIM OF APACHE CORPORATION

Apache Corporation ("Apache") files this proof of claim ("Claim") against Superior Energy Services, Inc. ("Debtor").

A. Background

On or around February 13, 2004, Apache and SPN Resources, LLC ("SPN Resources"), a then wholly owned subsidiary of the Debtor, entered into a Purchase and Sale Agreement ("PSA"). Pursuant to the PSA, Apache sold its rights, title, and interests in Gulf of Mexico Block Eugene Island 100 ("EI 100") to SPN Resources. SPN Resources assumed all liabilities to the plugging and abandonment of any wells related to EI 100, and decommissioning of any facilities, including, but not limited to, clearing of any sites and restoration of any seabeds, related to EI 100 ("P&A/Decommissioning Obligations").

To induce Apache to execute the PSA with SPN Resources, the Debtor executed a parent guaranty dated February 13, 2004 ("Parent Guaranty"), in favor of Apache. Under the Parent Guaranty, the Debtor agreed to guarantee all obligations of SPN Resources under the PSA, including, but not limited to, the P&A/Decommissioning Obligations. In addition, the Debtor agreed that if Apache has any liability for P&A/Decommissioning Obligations and the Debtor's senior unsecured debt rating is rated B or lower, the Debtor shall cause to be delivered and maintained for the benefit of Apache an irrevocable letter of credit in the amount of $8.025 million minus any amount identified on Exhibit C to the PSA in which an Approved Sundry Notice has been received by Apache.

Upon information and belief, Apache understands that EI 100 stopped producing in March 2020. In addition, as per the BSEE website, the estimated cost for total decommissioning for EI 100 is approximately $31 million.

Out of an abundance of caution, Apache therefore files this Claim for an undetermined amount until Apache can confirm the status of EI 100, including, but not limited to, Apache's liability for any P&A/Decommissioning Obligations, if any.

B. Documentation

Exhibit A – Summary of the Claim
Exhibit B – Parent Guaranty

Apache continues its investigation, and will provide additional supporting documentation, if necessary. To extent such additional supporting documentation contains proprietary and/or confidential information, copies of such documentation will be made available upon request to the appropriate parties.

C. Reservation of Rights

Apache reserves its rights and remedies in this matter, including but not limited to, amending, supplementing, and/or modifying this Claim.

EXHIBIT B

PARENT GUARANTY

THIS PARENT GUARANTY ("Parent Guaranty"), dated as of February 13, 2004 made by SUPERIOR ENERGY SERVICES, INC., a Delaware corporation (the "Guarantor") in favor of APACHE CORPORATION, a Delaware corporation ("SELLER").

RECITALS

WHEREAS:

A. SPN RESOURCES, LLC, a Louisiana limited liability company (the "Purchaser"), and SELLER are parties to that certain Purchase and Sale Agreement dated February 13, 2004 (the "Agreement");

B. The Purchaser is a wholly owned subsidiary of the Guarantor; and

C. As an inducement to SELLER to enter into the Agreement, the Guarantor has agreed to enter into this Parent Guaranty.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor undertakes as follows:

Section 1. Representations and Warranties. The Guarantor represents and warrants to SELLER that:

(a) It is a corporation duly incorporated and organized under the laws of its jurisdiction of incorporation;

(b) It has the requisite power and authority to enter into, deliver and perform its obligations under this Parent Guaranty, and this Parent Guaranty constitutes the valid and legally binding obligation of the Guarantor;

(c) The execution and delivery of, and the performance by the Guarantor of its obligations under, this Parent Guaranty will not result in a breach of or constitute a default under (i) any provision of its certificate of incorporation or its by-laws; (ii) any agreement or instrument to which it is a party and which is material to the performance of its obligations hereunder; or (iii) any order, judgment or decree of any administrative, legislative, executive, regulatory or judicial authority to which it is a party or by which it is bound; and

(d) All of the capital stock of the Purchaser is directly or indirectly beneficially owned by the Guarantor.

Section 2. Parent Guaranty. Subject to the provisions contained herein, the Guarantor hereby irrevocably and unconditionally guarantees to SELLER the full and punctual performance of all of the Purchaser's obligations under the Agreement (the "Supported Obligations"). In the event that the Purchaser shall default in the full and timely performance of any of the Supported Obligations for any reason, the Guarantor hereby agrees to perform, or to cause to be performed, any such Supported Obligations fully and timely in accordance with the terms of the Agreement.

Section 3. Unconditional Obligations of Guarantor. The Guarantor's obligations under this Parent Guaranty are in the nature of a continuing performance guarantee and shall remain valid and in full force and effect irrespective of any circumstances which might otherwise constitute a legal or equitable discharge of a guarantor, including without limitation: (i) the value, validity or enforceability of the Agreement; (ii) any amendment or modification to, or waiver, indulgence or compromise under, the Agreement; (iii) the commencement of insolvency or bankruptcy proceedings with respect to Purchaser, SELLER or the Performance Guarantor; or (iv) any merger or consolidation of SELLER into or with any other person, or

any sale, lease or transfer of all or substantially all of the capital stock of SELLER to any other person. Nothing herein is intended to deny to the Guarantor, and it is expressly agreed that the Guarantor shall have and may assert, any and all of the defenses, set-offs, counterclaims and other rights (other than those relating to insolvency, bankruptcy, reorganization, winding-up, dissolution or liquidation) with regard to any Supported Obligations that Purchaser may possess, except any defense Purchaser may possess relating to lack of validity or enforceability of the Agreement or any other agreement or instrument relating thereto as against Purchaser arising from its defective incorporation, its lack of qualification to do business in any applicable jurisdiction or its defective corporate authority to enter into, deliver or perform the Supported Obligations or its failure to duly enter into, deliver and perform the Agreement.

The Guarantor hereby expressly, waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Supported Obligations of the Purchaser and this Parent Guaranty and any requirement that SELLER protect, secure, perfect or insure any security interest or lien, or any property subject thereto, or exhaust any right or take any action against the Purchaser or any other person or entity (including any other guarantor) or entity or any collateral securing the Supported Obligations.

Section 4. No Waiver. Without prejudice to any condition of SELLER exercising any right, remedy or power hereunder (including the giving of timely notice), no failure on the part of SELLER to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or particular exercise by SELLER of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power.

Section 5. Subrogation. The Guarantor shall be subrogated to all rights of SELLER against the Purchaser in respect of any obligations fulfilled or amounts paid by the Guarantor pursuant to the provisions of this Parent Guaranty; provided, however, that the Guarantor shall not be entitled to enforce, or to receive any payments arising out of or based upon, such right of subrogation until all of the Supported Obligations under the Agreement shall have been performed in full.

Section 6. Letter of Credit. If at any time (i) the Purchaser has any liability under the Agreement related to the plugging and abandonment of wells, the decommissioning of any facilities or clearing of any sites and restoring of seabeds (collectively, "Abandonment Work") and (ii) the Guarantor's senior unsecured debt credit rating by Standard & Poor's Ratings Services (or any successor) (the "Debt Rating") is rated [B] or lower or such rating is withdrawn, then within ten (10) days after written demand by SELLER and for so long as the Guarantor's senior unsecured debt credit rating is B or lower or such rating remains withdrawn, the Guarantor shall cause to be delivered and maintained for the benefit of SELLER an irrevocable letter of credit with the following terms:

(a) A face amount equal to (i) $8,205,000 less (ii) the total amount specified in Exhibit C to the Agreement with respect to all wells and structures for which an Approved Sundry Notice (as defined in the Agreement) has been received by SELLER.

(b) An expiry date no later than the third anniversary of such letter of credit's date of issuance, and such letter of credit shall be renewed by the Guarantor at least thirty (30) days prior to the then effective expiry date, which renewal obligation shall continue for each subsequent expiry date until the earlier of (i) the complete performance, termination or expiration of all Supported Obligations of the Purchaser under the Agreement or (ii) the Guarantor's Debt Rating being raised above B, whereupon SELLER shall return such letter of credit to Guarantor within ten (10) days after written demand by Guarantor therefor.

(c) The letter of credit shall provide for partial draws, with the following conditions applicable to any draws:

(i) If the Guarantor fails to have the letter of credit renewed as provided in (b) above, then SELLER shall have the right to draw the then full amount available for drawing under the letter of credit; provided that any such amount drawn shall be held by SELLER in a separate account maintained for that purpose and may be only used by SELLER upon the

same terms and conditions that SELLER would otherwise be entitled to draw under the letter of credit as provided herein.

(ii) If SELLER is required under applicable law or by order of any governmental authority of competent jurisdiction to perform any Abandonment Work as a result of a default by Purchaser under the Agreement, then SELLER shall have the right to draw the amount of costs and other expenses actually incurred by SELLER to perform such Abandonment Work as so required, with the certificate of SELLER (as provided below) setting forth such costs and expenses.

Except as otherwise expressly provided herein, SELLER may draw against the letter of credit only if Guarantor is in default under this Parent Guaranty, and then only to the extent of such default. Each drawing under the letter of credit shall be accomplished by SELLER negotiating with the issuing bank a sight draft payable to the order of SELLER mentioning the number and date of the letter of credit and setting forth the amount being drawn, and SELLER's certificate setting forth the draw condition under which SELLER is making such drawing. SELLER shall provide a copy of any sight draft and certificate delivered to the issuing bank to the Guarantor.

Section 7. Termination. This Parent Guaranty shall be discharged upon the complete performance, termination or expiration of all Supported Obligations of the Purchaser under the Agreement, and the Guarantor shall not be discharged from any of its obligations under this Parent Guaranty until such complete performance, termination or expiration. The Guarantor agrees that this Parent Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment (in whole or in part) of any of the Supported Obligations is rescinded or must otherwise be restored by SELLER, upon the insolvency, bankruptcy or reorganization of the Purchaser or otherwise, all as though such payment had not been made.

Section 8. Successors. This Parent Guaranty may only be assigned by SELLER in connection with an assignment of the Agreement to a permitted assignee thereunder. The obligations of the Guarantor hereunder shall be binding upon the Guarantor and its successors and assigns and shall inure to the benefit of and be enforceable by SELLER and any of their successors and permitted assignees.

Section 9. Notices. All notices and communications required or permitted under hereunder shall be in writing and any communication or delivery hereunder shall be deemed to have been duly made when (a) personally delivered to the individual indicated below; (b) if delivered by facsimile transmission to the individual indicated below, then on the day of transmission if received during business hours or on the next business day after transmission if received after business hours or (c) if mailed to the individual indicated below, when received. Addresses for all such notices and communication shall be as follows:

If to SELLER:

Apache Corporation
2000 Post Oak Blvd, Suite 100
Houston, Texas 77056-4400
Attn: John J. Christmann, IV
Title: Vice President – Business Development
Telephone: (713)-296-6657
Facsimile: (713) 296-6459

If to the Guarantor:

Superior Energy Service, Inc.
1105 Peters Road
Harvey, Louisiana 70058
Attn: Robert S. Taylor
Title: Chief Financial Officer
Telephone: (504) 362-4321
Facsimile: (504) 365-9624

Any party hereto may, by written notice so delivered to the other party, change the address, facsimile number or individual to which delivery shall thereafter be made.

Section 10. Amendments and Waivers. Except as otherwise provided in this Parent Guaranty with respect to the Supported Obligations, no change, modification, amendment or waiver of this Parent Guaranty shall be binding unless executed in writing by SELLER and the Guarantor.

Section 11. Severability. If, for any reason, any provision of this Parent Guaranty is unenforceable, the remaining provisions hereof shall nevertheless be carried into effect.

Section 12. Governing Law. This agreement shall be governed by and construed in accordance with the laws of Texas, without regard to principles of conflicts of laws that would direct the application of the laws of another jurisdiction.

Section 13. Headings. The headings contained herein are for convenience of reference only and do not constitute a part of this Parent Guaranty.

IN WITNESS WHEREOF, the Guarantor, has caused this Parent Guaranty to be executed and delivered by its proper officer or officers thereunto duly authorized as of the date first above written.

SUPERIOR ENERGY SERVICES, INC.

By: _____

Name: ROBERT S. TAYLOR

Title: VICE PRESIDENT AND TREASURER