Table of Contents

As filed with the Securities and Exchange Commission on February 26, 2018

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SESI, L.L.C.

For Co-Registrants, See "Table of Co-Registrants"
(Exact name of registrant as specified in its charter)

Delaware	213112	76-0664124
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

1001 Louisiana Street, Suite 2900
Houston, Texas 77002
(713) 654-2200
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Jennifer N. Phan
Assistant General Counsel
1001 Louisiana Street, Suite 2900
Houston, Texas 77002
(713) 654-2200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:

Ryan J. Maierson
John M. Greer
Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
(713) 546-5400

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of each Class of Securities to be Registered	Amount to be Registered	Proposed Offering Price Per Note(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
7.75% Senior Notes due 2024	$500,000,000	100%	$500,000,000	$62,250
Guarantees of the 7.75% Senior Notes due 2024	—	—	—	(2)

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f) of the Securities Act of 1933, as amended.
(2) No additional registration fee is due for guarantees pursuant to Rule 457(n) under the Securities Act.

Each registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the SEC, acting pursuant to said Section 8(a), may determine.

TABLE OF CO-REGISTRANTS

Superior Energy Services, Inc. and each of the following subsidiaries of Superior Energy Services, Inc., and each other subsidiary that is or becomes a guarantor of the securities registered hereby, is hereby deemed to be a registrant.

Exact Name of Co-Registrant(1)	State or Other Jurisdiction of Incorporation or Formation	Primary Standard Industrial Classification Code Number	I.R.S. Employee Identification Number
Superior Energy Services, Inc.	Delaware	213112	75-2379388
1105 Peters Road, L.L.C.	Louisiana	551114	76-0664198
Complete Energy Services, Inc.	Delaware	213112	73-1719295
Connection Technology, L.L.C.	Louisiana	213112	76-0664128
CSI Technologies, LLC	Texas	213112	47-0946936
H.B. Rentals, L.C.	Louisiana	213112	72-1307291
International Snubbing Services, L.L.C.	Louisiana	213112	76-0664134
Pumpco Energy Services, Inc.	Delaware	213112	71-0987310
SPN Well Services, Inc.	Texas	213112	26-0372682
Stabil Drill Specialties, L.L.C.	Louisiana	213112	76-0664138
Superior Energy Services, L.L.C.	Louisiana	213112	76-0664196
Superior Energy Services-North America Services, Inc.	Delaware	213112	45-4535131
Superior Inspection Services, L.L.C.	Louisiana	213112	72-1454991
Warrior Energy Services Corporation	Delaware	213112	20-8009424
Wild Well Control, Inc.	Texas	213112	74-1873477
Workstrings International, L.L.C.	Louisiana	213112	72-1340390

(1) The address, including zip code, and telephone number, including area code, of each additional registrant guarantor's principal executive office is 1001 Louisiana Street, Suite 2900, Houston, Texas 77002, telephone number (713) 654-2200.

Table of Contents

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED FEBRUARY 26, 2018

PROSPECTUS

SESI, L.L.C.

OFFER TO EXCHANGE

$500,000,000 of 7.75% Senior Notes due 2024 and Related Guarantees That Have Not Been Registered Under the Securities Act of 1933

For

$500,000,000 of 7.75% Senior Notes due 2024 and Related Guarantees That Have Been Registered Under the Securities Act of 1933

SESI, L.L.C. (the "issuer"), a wholly-owned direct subsidiary of Superior Energy Services, Inc. ("Superior Energy"), is offering to exchange $500,000,000 aggregate principal amount of its 7.75% Senior Notes due 2024 that we have registered under the Securities Act of 1933, as amended (the "Securities Act") (the "exchange notes"), for up to $500,000,000 aggregate principal amount of the issuer's outstanding 7.75% Senior Notes due 2024 (the "outstanding notes"). We issued the outstanding notes on August 17, 2017 pursuant to a transaction that did not require registration under the Securities Act. We are offering you exchange notes in exchange for outstanding notes to satisfy our registration obligation agreed to in connection with such transaction. In this prospectus we refer to the exchange notes and the outstanding notes collectively as the "notes," and they will be treated as a single class under the indenture dated August 17, 2017, governing them.

The Exchange Offer

- The issuer hereby offers to exchange all outstanding notes that are validly tendered and not validly withdrawn for an equal principal amount of exchange notes.
- The exchange offer will expire at 5:00 p.m. New York City time, on , 2018, unless extended.
- You may withdraw tenders of your outstanding notes at any time before the exchange offer expires.
- If you fail to tender your outstanding notes, you will continue to hold unregistered notes that you will not be able to transfer freely.
- The exchange notes are substantially identical to the outstanding notes, except that the transfer restrictions, registration rights and provisions for additional interest relating to the outstanding notes will not apply to the exchange notes.
- The exchange of outstanding notes for exchange notes pursuant to the exchange offer will not be a taxable event for federal income tax purposes. See "Material U.S. federal income tax consequences" beginning on page 59 for more information.
- We will not receive any proceeds from the exchange offer.
- No public market currently exists for the exchange notes. We do not intend to apply for listing of the exchange notes on any securities exchange or to arrange for them to be quoted on any quotation system.
- Interest on the exchange notes will be paid at the rate of 7.75% per annum, semi-annually in cash in arrears on each March 15 and September 15.

Please see "Risk Factors" beginning on page 11 for a discussion of factors you should consider in connection with the exchange offer.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 180 days after the consummation of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2018.

This prospectus is part of a registration statement on Form S-4 under the Securities Act of 1933, as amended ("Securities Act"), that we filed with the SEC. In making your decision whether to participate in the exchange offer, you should rely only on the information contained in this prospectus (including by means of incorporation by reference) and in the accompanying letter of transmittal. We have not authorized any person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. You should not assume that the information appearing in this prospectus is accurate as of any date other than the date on the front cover of this prospectus or the date of the document incorporated herein by reference.

Table of Contents

SESI, L.L.C. is a Delaware limited liability company and a wholly-owned subsidiary of Superior Energy Services, Inc., a Delaware corporation.

In this prospectus, unless the context otherwise requires, references to:

- "Superior," the "Company," "we," "our" and "us" refer to SESI, L.L.C., our parent, Superior Energy Services, Inc., and its subsidiaries (including SESI, L.L.C.);
- "Superior Energy" refers to Superior Energy Services, Inc. and not to any of its subsidiaries; and
- the "issuer" and "SESI" refer to SESI, L.L.C. and not to Superior Energy or any of its other subsidiaries.

This prospectus incorporates important business and financial information about Superior that is not included in or delivered with this prospectus. This information is available without charge to security holders upon written or oral request to Superior Energy Services, Inc., 1001 Louisiana Street, Suite 2900, Houston, Texas 77002, (713) 654-2200. **To ensure timely delivery you should make your request to us no later than , 2018, which is five business days prior to the expiration of the exchange offer. In the event that we extend the exchange offer, you must submit your request at least five business days before the expiration date of the exchange offer, as extended.** We do not currently intend to extend the expiration date. See "The exchange offer" for more detailed information.

Cautionary Statement Regarding Forward-Looking Statements

Some of the information in this prospectus and incorporated by reference into this prospectus may contain forward-looking statements. Generally, the words “expects,” “anticipates,” “targets,” “goals,” “projects,” “intends,” “plans,” “believes,” “seeks” and “estimates,” variations of such words and similar expressions identify forward-looking statements, although not all forward-looking statements contain these identifying words. All statements other than statements of historical fact included in this prospectus or such other materials regarding our financial position, financial performance, liquidity, strategic alternatives, market outlook, future capital needs, capital allocation plans, business strategies and other plans and objectives of our management for future operations and activities are forward-looking statements. These statements are based on certain assumptions and analyses made by our management in light of its experience and prevailing circumstances on the date such statements are made. Such forward-looking statements, and the assumptions on which they are based, are inherently speculative and are subject to a number of risks and uncertainties that could cause our actual results to differ materially from such statements. Such uncertainties include, but are not limited to:

- the cyclicality and volatility of the oil and gas industry, including changes in prevailing oil and gas prices or expectations about future prices;
- operating hazards, including the significant possibility of accidents resulting in personal injury or death, property damage or environmental damage for which we may have limited or no insurance coverage or indemnification rights;
- the effect of regulatory programs (including regarding worker health and safety laws) and environmental matters on our operations or prospects, including the risk that future changes in the regulation of hydraulic fracturing could reduce or eliminate demand for our pressure pumping services, or that future changes in climate change legislation could result in increased operating costs or reduced commodity demand globally;
- counterparty risks associated with reliance on key suppliers;
- risks associated with the uncertainty of macroeconomic and business conditions worldwide;
- changes in competitive and technological factors affecting our operations;
- credit risk associated with our customer base;
- counterparty risks associated with reliance on key suppliers;
- the potential inability to retain key employees and skilled workers;
- challenges with estimating our oil and natural gas reserves and potential liabilities related to our oil and natural gas property;
- risks associated with potential changes of Bureau of Ocean Energy management security and bonding requirements for offshore platforms;
- risks inherent in acquiring businesses;
- risks associated with cyber-attacks;
- risks associated with business growth during an industry recovery outpacing the capabilities of our infrastructure and workforce;
- political, legal, economic and other risks and uncertainties associated with our international operations;
- potential changes in tax laws, adverse positions taken by tax authorities or tax audits impacting our operating results;
- risks associated with our outstanding debt obligations and the potential effect of limiting our future growth and operations;

- our continued access to credit markets on favorable terms; and
- the impact that unfavorable or unusual weather conditions could have on our operations.

These risks and other uncertainties related to our business are described under “Risk factors” in this prospectus and in our Annual Report on Form 10-K for the year ended December 31, 2017, which is incorporated by reference herein, and our other reports filed with the SEC. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct. Investors are cautioned that many of the assumptions on which our forward-looking statements are based are likely to change after such statements are made, including for example the market prices of oil and gas and regulations affecting oil and gas operations, which we cannot control or anticipate. Further, we may make changes to our business strategies and plans (including our capital spending and capital allocation plans) at any time and without notice, based on any changes in the above-listed factors, our assumptions or otherwise, any of which could or will affect our results.

Should one or more of the risks or uncertainties described in this prospectus occur, or should underlying assumptions prove incorrect, our actual results and plans could differ materially from those expressed in any forward-looking statements.

All forward-looking statements, expressed or implied, included in this prospectus are expressly qualified in their entirety by this cautionary statement. This cautionary statement should also be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue.

Except as otherwise required by applicable law, we disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this prospectus.

Summary

This summary highlights selected information contained elsewhere in this prospectus or incorporated herein by reference, but may not contain all information that may be important to you. We encourage you to carefully read this entire prospectus and the documents to which we refer you, including "Risk factors" and the consolidated financial statements and other information included or incorporated by reference herein. The financial statements incorporated by reference in this prospectus are those of Superior Energy.

Overview

We provide a wide variety of services and products to the energy industry. We serve major, national and independent oil and natural gas exploration and production companies around the world and we offer products and services with respect to the various phases of a well's economic life cycle. We organize our business into four operating segments: Drilling Products and Services, Onshore Completion and Workover Services, Production Services and Technical Solutions. For a further discussion of our business, we urge you to read our Annual Report on form 10-K for the fiscal year ended December 31, 2017. See "Where you can find more information and incorporation by reference."

Corporate information

Our principal executive offices are located at 1001 Louisiana Street, Suite 2900, Houston, TX, 77002, and our telephone number is (713) 654-2200. Our website is located at *www.superiorenergy.com*. We make available our periodic reports and other information filed with or furnished to the SEC free of charge through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information on our website is not incorporated by reference herein and does not constitute a part of this prospectus.

SUMMARY TERMS OF THE EXCHANGE OFFER

The following summary contains basic information about the exchange offer and is not intended to be complete. For a more complete understanding of the exchange offer, please refer to the section entitled "The exchange offer" in this prospectus.

Outstanding Notes	In a private transaction exempt from registration under the Securities Act, on August 17, 2017 we issued $500 million of 7.75% Senior Notes due 2024.
Exchange Notes	7.75% Senior Notes due 2024 that will be registered under the Securities Act. The terms of the exchange notes are substantially identical to the terms of the outstanding notes, except that the transfer restrictions, registration rights and provisions for additional interest relating to the outstanding notes do not apply to the exchange notes. The exchange notes offered hereby, together with any outstanding notes that remain outstanding after the completion of the exchange offer, will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. The exchange notes will have a CUSIP number different from that of any outstanding notes that remain outstanding after the completion of the exchange offer.
The Exchange Offer	We are offering to exchange the outstanding notes for the exchange notes.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2018, unless extended, in which case the expiration date will mean the latest date and time to which we extend the exchange offer.
Conditions to the Exchange Offer	Our registration rights agreement with the initial purchasers of the outstanding notes does not require us to accept the outstanding notes for exchange notes if the exchange offer, or the making of any exchange by a holder of the outstanding notes, would violate any applicable law or interpretation of the staff of the SEC. The exchange offer is not conditioned on a minimum aggregate amount of outstanding notes being tendered.
Procedures for Tendering Outstanding Notes	To participate in the exchange offer, you must follow the procedures established by The Depository Trust Company ("DTC") for tendering outstanding notes held in book-entry form. These procedures, which we call "ATOP" ("Automated Tender Offer Program"), require that (i) the exchange agent receive, prior to the expiration date of the exchange offer, a computer generated message known as an "agent's message" that is transmitted through DTC's automated tender offer program, and (ii) DTC has received: your instructions to exchange your outstanding notes; and • your agreement to be bound by the terms of the letter of transmittal.

	For more information on tendering your outstanding notes, please refer to the sections in this prospectus entitled “Exchange offer—Terms of the exchange offer,” “Exchange offer —procedures for tendering,” “Description of the exchange notes,” and “Description of the exchange notes—Book-entry, delivery and form.”
Guaranteed Delivery Procedures	None.
Withdrawal of Tenders	You may withdraw your tender of the outstanding notes at any time prior to the expiration date for the exchange offer. To withdraw, you must submit a notice of withdrawal to the exchange agent using ATOP procedures before 5:00 p.m., New York City time, on the expiration date of the exchange offer. Please refer to the section in this prospectus entitled “Exchange offer—Withdrawal of tenders.”
Acceptance of Outstanding Notes and Delivery of Exchange Notes	If you fulfill all conditions required for proper acceptance of the outstanding notes, we will accept any and all outstanding notes that you properly tender in the exchange offer on or before 5:00 p.m., New York City time, on the expiration date for the exchange offer. We will return any outstanding notes that we do not accept for exchange to you without expense promptly after the expiration date for the exchange offer. Please refer to the section in this prospectus entitled “Exchange offer—Terms of the exchange offer.”
Fees and Expenses	We will bear all expenses related to the exchange offer. Please refer to the section in this prospectus entitled “Exchange offer—Fees and expenses.”
Use of Proceeds	The issuance of the exchange notes will not provide us with any new proceeds. We are making the exchange offer solely to satisfy our obligations under our registration rights agreement.
Consequences of Failure to Exchange Outstanding Notes	If you do not exchange your outstanding notes in the exchange offer, you will no longer be able to require us to register the outstanding notes under the Securities Act except in limited circumstances provided under the registration rights agreement. In addition, you will not be able to resell, offer to resell or otherwise transfer the outstanding notes unless we have registered the outstanding notes under the Securities Act, or unless you resell, offer to resell or otherwise transfer them under an exemption from the registration requirements of, or in a transaction not subject to, the Securities Act. In addition, after the consummation of the exchange offer, it is anticipated that the outstanding principal amount of the outstanding notes available for trading will be significantly reduced. The reduced float may adversely affect the liquidity and market price of the outstanding notes. A smaller outstanding principal amount of outstanding notes available for trading may also make the price of the outstanding notes more volatile.

U.S. Federal Income Tax Consequences	The exchange of exchange notes for outstanding notes will not be a taxable event for U.S. federal income tax purposes. For a discussion of material U.S. federal income tax considerations relating to the exchange of notes, see the section in this prospectus entitled "Material U.S. Federal Income Tax Consequences."
Exchange Agent	We have appointed The Bank of New York Mellon Trust Company, N.A., the trustee under the indenture governing the notes, as exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this prospectus or the letter of transmittal to the exchange agent addressed as follows: ***By First Class Mail, Courier or Overnight Delivery***: The Bank of New York Mellon Trust Company, N.A., c/o The Bank of New York Mellon, 111 Sanders Creek Parkway, East Syracuse, New York 13057, Attn: Eric Herr, Corporate Trust Operations – Reorganization Unit, Telephone: (315) 414-3362. Eligible institutions may make requests for facsimile transmission at (732) 667-9408, Attn: Eric Herr, Corporate Trust Operations – Reorganization Unit.

TERMS OF THE EXCHANGE NOTES

The exchange notes will be substantially identical to the terms of the outstanding notes, except that the transfer restrictions, registration rights and provisions for additional interest relating to the outstanding notes do not apply to the exchange notes. The exchange notes will evidence the same debt as the outstanding notes, and the same indenture that governs the outstanding notes will govern the exchange notes.

The following summary describes the principal terms of the exchange notes and is not intended to be complete. For a more detailed description of the terms and conditions of the exchange notes and the guarantees, please refer to the section entitled "Description of exchange notes" in this prospectus.

Issuer	SESI, L.L.C., a wholly-owned direct subsidiary of Superior Energy.
Securities Offered	$500.0 million aggregate principal amount of 7.75% Senior Notes due 2024.
Maturity Date	September 15, 2024.
Interest rate	7.75% per annum
Interest payment dates	March 15 and September 15. The initial interest payment on the exchange notes will include all of the accrued and unpaid interest on the outstanding notes exchanged thereto.
Optional redemption	The exchange notes will be redeemable at the issuer's option, in whole or in part, at any time on or after September 15, 2020, at the redemption prices set forth in this prospectus, together with accrued and unpaid interest, if any, to, but not including, the date of redemption. At any time prior to September 15, 2020, the issuer may redeem up to 35% of the original principal amount of the exchange notes with the proceeds of certain equity offerings at a redemption price of 107.75% of the principal amount of the exchange notes, together with accrued and unpaid interest, if any, to, but not including, the date of redemption. At any time prior to September 15, 2020, the issuer may also redeem some or all of the exchange notes at a price equal to 100% of the principal amount of the exchange notes, plus accrued and unpaid interest, if any, to, but not including, the date of redemption, plus a "make-whole" premium..
Change of control offer	Upon the occurrence of specific kinds of changes of control, you will have the right, as holders of the exchange notes, to cause the issuer to repurchase some or all of your notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to, but not including, the repurchase date. See "Description of exchange notes—Change of control."

Guarantees	On the issue date, the exchange notes will be guaranteed by Superior Energy and all of its subsidiaries (other than the issuer) that currently guarantee obligations under our revolving credit facility. After the issue date, the exchange notes will be guaranteed by any of the issuer's or Superior Energy's subsidiaries (other than foreign subsidiaries) that subsequently become borrowers under our revolving credit facility or that subsequently guarantee obligations under our revolving credit facility or certain other indebtedness of the issuer or any guarantor. Under certain circumstances, subsidiary guarantors may be released from their guarantees without the consent of the holders of notes. See "Description of exchange notes—Note guarantees." For the twelve months ended December 31, 2017, our non-guarantor subsidiaries: • represented approximately 13% of our revenues; and • represented approximately 27% of our loss from continuing operations. As of December 31, 2017, our non-guarantor subsidiaries: • represented approximately 23% of our total assets; and • had approximately $83 million of total liabilities, including trade payables but excluding intercompany liabilities.
Ranking	The exchange notes will be the issuer's senior unsecured obligations and will: • rank senior in right of payment to all of the issuer's future subordinated indebtedness; • rank equally in right of payment with all of the issuer's existing and future senior indebtedness; • be effectively subordinated to any of the issuer's existing and future secured debt (including secured debt under our revolving credit facility), to the extent of the value of the assets securing such debt; and • be structurally subordinated to all of the existing and future liabilities (including trade payables) of each of our subsidiaries that do not guarantee the notes. The guarantees of the exchange notes will be the guarantors' senior unsecured obligations and will: • rank senior in right of payment to all of the guarantors' future subordinated indebtedness; • rank equally in right of payment with all of the guarantors' existing and future senior indebtedness; and

	• be effectively subordinated to any of the guarantors' existing and future secured debt (including secured debt under our revolving credit facility), to the extent of the value of the assets securing such debt. As of December 31, 2017: • we had approximately $1.3 billion of total indebtedness (including the exchange notes), none of which would have been subordinated to the exchange notes; • we had no secured indebtedness outstanding under our revolving credit facility (excluding $35.3 million represented by letters of credit outstanding) to which the notes would have been effectively subordinated; and • Superior Energy's non-guarantor subsidiaries (other than SESI) would have had approximately $83 million of total liabilities on a consolidated basis (including trade payables but excluding intercompany liabilities), all of which would have been structurally senior to the exchange notes.
Covenants	The notes are governed under our indenture with The Bank of New York Mellon Trust Company, N.A., as trustee. The indenture, among other things, limits our ability and the ability of our subsidiaries to: • pay dividends or make other distributions or repurchase or redeem our capital stock; • prepay, redeem or repurchase certain debt; • incur liens; and • consolidate, merge or sell all or substantially all of our assets. These covenants are subject to a number of important exceptions and qualifications. For more details, see "Description of exchange notes."
Book-entry form	The exchange notes will be issued in book-entry form and will be represented by permanent global certificates deposited with, or on behalf of, DTC and registered in the name of a nominee of DTC. Beneficial interests in any of the exchange notes will be shown on, and transfers will be effected only through, records maintained by DTC or its nominee, and any such interest may not be exchanged for certificated securities, except in limited circumstances.
Transfer restrictions	The exchange notes will be freely transferable, but will also be securities for which the public market may be limited.
Absence of a public market for the exchange notes	The exchange notes are a new issue of securities and there is currently no established trading market for the notes. We do not intend to apply for a listing of the exchange notes on any securities exchange or an automated dealer quotation system.

Trustee; registrar, paying agent and exchange agent	The Bank of New York Mellon Trust Company, N.A.
Governing law	The exchange notes and the indenture are governed by New York law.
Risk Factors	In evaluating participating in the exchange offer, you should carefully consider, along with the other information in this prospectus, the specific factors set forth under “Risk factors” for risks involved with an investment in the exchange notes.

Risk Factors

You should carefully consider the risks described below and all of the information contained or incorporated by reference into this prospectus before deciding whether to participate in this exchange offer. The risks and uncertainties described below and in such incorporated documents are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of those risks actually occurs, our business, financial condition and results of operations would suffer. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Cautionary statement regarding forward-looking statements" above in this prospectus.

Risks related to the exchange offer

Because there is no public market for the exchange notes, you may not be able to resell your exchange notes.

The exchange notes will be registered under the Securities Act, but will constitute a new issue of securities with no established trading market, and there can be no assurance as to:

- the liquidity of any trading market that may develop;
- the ability of holders to sell their exchange notes; or
- the price at which the holders would be able to sell their exchange notes.

If a trading market were to develop, the exchange notes might trade at higher or lower prices than their principal amount or purchase price, depending on many factors, including prevailing interest rates, the market for similar securities and our financial performance, as well as declines in the prices of securities, or the financial performance or prospects, of similar companies.

Any market-making activity with respect to the exchange notes may be discontinued at any time without notice. In addition, any market-making activity will be subject to the limits imposed by the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and may be limited during the exchange offer or the pendency of an applicable shelf registration statement. There can be no assurance that an active trading market will exist for the notes or that any trading market that does develop will be liquid.

In addition, any outstanding note holder who tenders in the exchange offer for the purpose of participating in a distribution of the exchange notes may be deemed to have received restricted securities, and if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. For a description of these requirements, see the section entitled "The exchange offer."

If you do not exchange your outstanding notes, your outstanding notes will continue to be subject to the existing transfer restrictions and you may not be able to sell your notes.

We did not register the outstanding notes, nor do we intend to do so following the exchange offer. Outstanding notes that are not tendered will therefore continue to be subject to the existing transfer restrictions and may be transferred only in limited circumstances under the securities laws. If you do not exchange your outstanding notes, you will, subject to limited exceptions, lose your right to have such outstanding notes registered under the federal securities laws. As a result, if you hold outstanding notes after the exchange offer, you may not be able to sell your outstanding notes.

Risks related to the notes

Our substantial indebtedness could adversely affect our financial condition and prevent us from fulfilling our obligations under the notes.

We have, and after the exchange offer will continue to have, a significant amount of indebtedness. As of December 31, 2017, we had approximately $1.3 billion of total consolidated indebtedness and we had commitments available under our revolving credit facility of $273.3 million (after giving effect to $35.3 million of outstanding letters of credit), which under certain circumstances could increase or decrease as a result of, among other things, changes to the Company's consolidated tangible assets.

Subject to the restrictions contained in the agreements governing SESI's outstanding 7 1/8% Senior Notes due 2021 (the "Existing Notes") and our revolving credit facility, we may be able to incur substantial additional debt from time to time to finance working capital, capital expenditures, investments or acquisitions, or for other purposes. If we do so, the risks related to our high level of debt could intensify. Specifically, our high level of debt could have important consequences to the holders of the notes, including the following:

- making it more difficult for us to satisfy our obligations with respect to the notes and our other debt;
- limiting our ability to obtain additional financing to fund future working capital, capital expenditures,
- acquisitions or other general corporate requirements;
- requiring a substantial portion of our cash flows to be dedicated to debt service payments instead of other purposes, thereby reducing the amount of cash flows available for working capital, capital expenditures, acquisitions and other general corporate purposes;
- increasing our vulnerability to general adverse economic and industry conditions;
- exposing us to the risk of increased interest rates as certain of our borrowings, including borrowings under our revolving credit facility, are at variable rates of interest;
- limiting our flexibility in planning for and reacting to changes in the industry in which we compete;
- placing us at a disadvantage compared to other, less leveraged competitors; and
- increasing our cost of borrowing.

In addition, our revolving credit facility and the indenture governing the notes and the Existing Notes contain restrictive covenants that will limit our ability to engage in activities that may be in our long-term best interest. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all our debt.

Despite our current level of indebtedness, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks described above.

We and our subsidiaries (including SESI) may be able to incur significant additional indebtedness in the future. Although the indentures governing the notes and the Existing Notes and the credit agreement governing our revolving credit facility contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the additional indebtedness incurred in compliance with these restrictions could be substantial. If we incur any additional indebtedness that ranks equally with the notes, subject to collateral arrangements, the holders of that debt will be entitled to share ratably with you in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of our company. This may have the effect of reducing the amount of proceeds paid to you. These restrictions also will not prevent us from incurring obligations that do not constitute indebtedness under the indentures or the credit agreement. If new debt is added to our current debt levels, the related risks that we and the guarantors now face could intensify. As of December 31, 2017, we had approximately $1.3 billion of total consolidated

indebtedness and we had commitments available under our revolving credit facility of $273.3 million (after giving effect to $35.3 million of outstanding letters of credit), which under certain circumstances could increase or decrease as a result of, among other things, changes to the Company's consolidated tangible assets.

We may be unable to service our indebtedness.

Our ability to make scheduled payments on and to refinance our indebtedness, including our revolving credit facility, the Existing Notes and the notes, depends on and is subject to our financial and operating performance, which in turn is affected by general and regional economic, financial, competitive, business and other factors beyond our control, including the availability of financing in the banking and capital markets. We cannot provide assurance that our business will generate sufficient cash flow from operations or that future borrowings will be available to us in an amount sufficient to enable us to service our debt, including the notes, to refinance our debt or to fund our other liquidity needs. If we are unable to meet our debt obligations or to fund our other liquidity needs, we may be forced to reduce or delay scheduled expansion and capital expenditures, sell material assets or operations, obtain additional capital or restructure our debt, including the exchange notes, which could cause us to default on our debt obligations and impair our liquidity. Any refinancing of our indebtedness could be at higher interest rates and may require us to comply with more onerous covenants which could further restrict our business operations. If we are required to dispose of material assets or operations or restructure our debt to meet our debt service and other obligations, we cannot provide assurance that the terms of any such transaction will be satisfactory to us or if, or how soon, any such transaction could be completed.

Although the notes and the note guarantees are referred to as "senior," the notes and the note guarantees are effectively subordinated to the rights of SESI's and the guarantors' existing and future secured creditors.

The notes are SESI's senior unsecured obligations and rank equally in right of payment with all of SESI's other existing and future senior indebtedness, including the Existing Notes and indebtedness under our revolving credit facility. The notes are guaranteed on a senior basis by Superior Energy, which also guarantees the Existing Notes and the obligations under our revolving credit facility, and the subsidiary guarantors, which also guarantee the Existing Notes and the obligations under our revolving credit facility. However, the notes and the note guarantees are effectively subordinated to all of SESI's and the guarantors' secured indebtedness, including indebtedness under our revolving credit facility, to the extent of the value of the assets securing such indebtedness.

Holders of SESI's or the guarantors' existing and future secured indebtedness will have claims that are senior to your claims as holders of the exchange notes, to the extent of the value of the assets securing such other indebtedness. The notes and the note guarantees are effectively subordinated to existing secured financings and any other secured indebtedness incurred by SESI or the guarantors. As a result, in the event of any distribution or payment of SESI's or the guarantors' assets in any bankruptcy, liquidation or dissolution, holders of secured indebtedness will have prior claim to those assets that constitute their collateral. Holders of the notes will participate ratably with all holders of SESI's and the guarantors' unsecured indebtedness that is deemed to be of the same class as the notes or the note guarantees, as the case may be, and potentially with all of SESI's and the guarantors' general creditors, based on the respective amounts owed to each holder or creditor, in SESI's or the guarantors' remaining assets. In any of the foregoing events, we cannot assure you that there will be sufficient assets to pay amounts due on the exchange notes.

As of December 31, 2017:

- we had approximately $1.3 billion of total indebtedness (including the notes), none of which would have been subordinated to the notes;
- we had no secured indebtedness outstanding under our revolving credit facility (excluding $35.3 million of outstanding letters of credit) to which the notes would have been effectively subordinated; and
- we had commitments available to be borrowed under our revolving credit facility of $273.3 million, which under certain circumstances could increase or decrease as a result of, among other things, changes to the Company's consolidated tangible assets.

The notes are structurally subordinated to all obligations of our existing and future subsidiaries that are not and do not become guarantors of the notes.

The notes are guaranteed by all of Superior Energy's subsidiaries (other than the issuer) that currently guarantee obligations under our revolving credit facility. The notes will be guaranteed by any of the issuer's or Superior Energy's subsidiaries (other than foreign subsidiaries) that subsequently become borrowers under our revolving credit facility or that subsequently guarantee obligations under our revolving credit facility or certain other indebtedness of the issuer or any guarantor. Except for such subsidiary guarantors of the notes, our subsidiaries, including all of our non-domestic subsidiaries, have no obligation, contingent or otherwise, to pay amounts due under the notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment. The notes and guarantees are structurally subordinated to all indebtedness and other obligations of any non-guarantor subsidiary such that in the event of insolvency, liquidation, reorganization, dissolution or other winding up of any subsidiary that is not a guarantor, all of that subsidiary's creditors (including trade creditors) would be entitled to payment in full out of that subsidiary's assets before we would be entitled to any payment.

For the twelve months ended December 31, 2017, our non-guarantor subsidiaries represented approximately 13% of our revenues and 27% of our loss from continuing operations. As of December 31, 2017, our non-guarantor subsidiaries represented approximately 23% of our total assets and had approximately $83 million of total liabilities, including trade payables but excluding intercompany liabilities. See Note 13 to the financial statements in our Annual Report on Form 10-K filed with the SEC on February 22, 2018, which is incorporated by reference, for additional financial information related to our non-guarantor subsidiaries.

In addition, our subsidiaries that provide, or will provide, note guarantees will be automatically released from those note guarantees upon the occurrence of certain events, including the sale or other disposition, including the sale of substantially all the assets, of that subsidiary guarantor. If any note guarantee is released, no holder of the notes will have a claim as a creditor against that subsidiary, and the indebtedness and other liabilities, including trade payables and preferred stock, if any, whether secured or unsecured, of that subsidiary will be effectively senior to the claim of any holders of the notes. See "Description of exchange notes—Note guarantees."

The terms of the indentures governing the notes and the Existing Notes and our revolving credit facility restrict our current and future operations, particularly our ability to respond to changes or to take certain actions.

Our revolving credit facility and the indentures governing the notes and the Existing Notes contain, and future indebtedness may contain, a number of restrictive covenants that impose operating and financial restrictions on us and our subsidiaries and may limit our ability to engage in acts that may be in our long-term best interest, including, among others, restrictions on our ability to:

- incur indebtedness;
- incur liens;
- make investments;
- sell assets;
- make certain restricted payments;
- repurchase other indebtedness;
- enter into transactions with affiliates; and
- consolidate or merge with any person, or sell all or substantially all of our assets.

As a result of these restrictions, we may be:

- limited in how we conduct our business;
- unable to raise additional debt or equity financing to operate during general economic or business downturns; or
- unable to compete effectively or to take advantage of new business opportunities.

These restrictions may affect our ability to grow in accordance with our strategy. In addition, our financial results, our substantial indebtedness and our credit ratings could adversely affect the availability and terms of our financing.

In addition, the restrictive covenants in our revolving credit facility require us and our subsidiaries to maintain specified financial ratios and/or satisfy other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control, and we may be unable to meet them. You should read the discussion under the heading “Description of other indebtedness” for further information about these covenants.

In addition, the terms of any future indebtedness may be more restrictive.

A breach of the covenants or restrictions under our revolving credit facility, the indenture governing the Existing Notes, the indenture governing the notes or our other indebtedness outstanding from time to time could result in an event of default under the applicable indebtedness. Such a default may allow the creditors to accelerate the related debt and may result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In addition, an event of default under our revolving credit facility would permit the lenders under our revolving credit facility to terminate all commitments to extend further credit under that facility. Furthermore, if we were unable to repay the amounts due and payable under our revolving credit facility or our other agreements related to outstanding secured indebtedness, those lenders could foreclose against the assets securing any outstanding borrowings. In the event our lenders or noteholders accelerate the repayment of our borrowings, we may not have sufficient assets to repay that indebtedness.

We may be unable to repurchase the notes in connection with a change of control offer required by the indenture.

Upon the occurrence of specific kinds of change of control events, the indenture governing the notes requires us to make an offer to repurchase all outstanding notes at 101% of the principal amount thereof, plus accrued and unpaid interest to the date of repurchase, and the indentures governing the Existing Notes contain substantially identical provisions. However, it is possible that we will not have sufficient funds, or the ability to raise sufficient funds, at the time of the change of control to make the required repurchase of the notes or the Existing Notes. In addition, restrictions under our revolving credit facility may not allow us to repurchase the notes upon a change of control. Under the revolving credit facility, a change of control (as defined therein) constitutes an event of default that permits the lenders to accelerate the maturity of borrowings under the credit agreement and the commitments to lend would terminate, and collateral that secures the borrowings under the revolving credit facility may be liquidated or disposed of, with proceeds applied pursuant to the terms of the credit agreement that governs such facility. If we could not refinance our revolving credit facility or otherwise obtain a waiver from the holders of such debt, we would be prohibited from repurchasing the notes, which would constitute an event of default under the indenture. In addition, certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a “Change of Control” under the indenture. Please read “Description of exchange notes—Change of control.”

Under the indenture governing the notes, a change of control will occur if, among other things, a majority of the members of our Board of Directors are not “continuing directors.” However, in a reported decision, the

Chancery Court of Delaware has raised the possibility that a change of control put right occurring as a result of a failure to have "continuing directors" comprising a majority of a board of directors may be unenforceable on public policy grounds.

In addition, one of the circumstances under which a change of control may occur is upon the sale or disposition of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law and the interpretation of that phrase will likely depend upon particular facts and circumstances. Accordingly, the ability of a holder of notes to require us to repurchase its notes as a result of a sale of less than all our assets to another person may be uncertain.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our revolving credit facility are at variable rates of interest and expose us to interest rate risk. If interest rates were to increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. Assuming all loans are fully drawn, and all other things being equal, each quarter point change in interest rates would result in a $750,000 change in annual interest expense on our indebtedness under our revolving credit facility.

The notes may receive a lower rating than anticipated by investors.

If one or more rating agencies rate the notes and assign to the notes a lower rating than is expected by investors, or reduce their rating in the future, the trading price of the notes would be negatively affected. In addition, any future lowering of our ratings likely would make it more difficult or more expensive for us to obtain additional debt financing**.**

Federal and state fraudulent transfer laws may permit a court to void the notes and/or the guarantees, and if that occurs, you may not receive any payments on the notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the notes and the incurrence of the guarantees of the notes. Under federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes or any guarantee thereof could be voided as a fraudulent transfer or conveyance if SESI or the guarantor, as applicable, (a) issued the notes or incurred the guarantee with the intent of hindering, delaying or defrauding creditors or (b) received less than reasonably equivalent value or fair consideration in return for either issuing the notes or incurring the guarantee and, in the case of (b) only, one of the following is also true at the time thereof:

- SESI or such guarantor, as applicable, were insolvent or rendered insolvent by reason of the issuance of the notes or the incurrence of such guarantee;
- the issuance of the notes or the incurrence of such guarantee left SESI or such guarantor, as applicable, with an unreasonably small amount of capital or assets to carry on the business;
- SESI or such guarantor intended to, or believed that SESI or such guarantor would, incur debts beyond SESI's or such guarantor's ability to pay as they mature; or
- SESI or such guarantor were a defendant in an action for money damages, or had a judgment for money damages docketed against SESI or such guarantor if, in either case, the judgment is unsatisfied after final judgment.

As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or a valid antecedent debt is secured or satisfied. A court would likely find that a guarantor did not receive reasonably equivalent value or fair consideration for its guarantee to the extent the guarantor did not obtain a reasonably equivalent benefit directly or indirectly from the issuance of the notes.

We cannot be certain as to the standards a court would use to determine whether or not SESI or a guarantor were insolvent at the relevant time or, regardless of the standard that a court uses, whether the notes or the guarantee of a guarantor would be subordinated to SESI's or such guarantor's other debt. In general, however, a court would deem an entity insolvent if:

- the sum of its debts, including contingent and unliquidated liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its
- probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they became due.

If a court were to find that the issuance of the notes or the incurrence of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or such guarantee, could subordinate the notes or such guarantee to presently existing and future indebtedness of SESI or the guarantor or could require the holders of the notes to repay any amounts received with respect to such guarantee. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the avoidance of the notes could result in an event of default with respect to SESI's or a guarantor's other debt that could result in acceleration of that debt.

Although the guarantees will contain provisions intended to limit the guarantors' liability to the maximum amount that they could incur without causing the incurrence of obligations under the guarantees to be a fraudulent transfer, this provision may not be effective to protect the guarantees from being voided under fraudulent transfer law, or may reduce the guarantors' obligation to an amount that effectively makes the guarantees worthless.

Finally, as a court of equity, the bankruptcy court may subordinate the claims in respect of the notes to other claims against SESI under the principle of equitable subordination if the court determines that (1) the holder of notes engaged in some type of inequitable conduct, (2) the inequitable conduct resulted in injury to SESI's other creditors or conferred an unfair advantage upon the holders of notes and (3) equitable subordination is not inconsistent with the provisions of the bankruptcy code.

Risks related to our business

In addition to the risks set forth in this prospectus, our business is subject to numerous risks and uncertainties that could materially affect our business, financial condition or future results. These risks are discussed in our annual report and other documents we file with the SEC and are incorporated by reference herein. You should carefully consider these risks before investing in our common stock. See "Where you can find more information and Incorporation by Reference."

Use of Proceeds

We will not receive any cash proceeds from the exchange offer. The exchange offer is intended to satisfy our obligations under the registration rights agreement we entered into with the initial purchasers in connection with the private offering of the outstanding notes. In consideration for issuing the exchange notes as contemplated in this prospectus, we will receive, in exchange, outstanding notes in like principal amount, the form and terms of which are the same as the form and terms of the exchange notes, except as otherwise described in this prospectus. The outstanding notes surrendered in exchange for the exchange notes in the exchange offer will be canceled and retired. As a result, the issuance of the exchange notes will not result in any change in our indebtedness.

Ratio of Earnings to Fixed Charges

The following table sets forth our consolidated ratio of earnings to fixed charges for the periods presented:

	Year Ended December 31,				
(dollars in thousands)	2013	2014	2015	2016	2017
Ratio of earnings to fixed charges (1)	1.97	5.36	—	—	—

(1) Total earnings (loss) available for fixed charges for the years ended December 31, 2015, 2016 and 2017 were insufficient to cover fixed charges by $2.1 billion, $1.1 billion and $0.4 billion, respectively.

The Exchange Offer

Purpose and effect of the exchange offer

In connection with the sale of the outstanding notes on August 17, 2017, we and the guarantors entered into a registration rights agreement (the "registration rights agreement") with the initial purchasers of the outstanding notes, which requires us to file a registration statement under the Securities Act with respect to the exchange notes and, upon the effectiveness of the registration statement, offer to the holders of the outstanding notes the opportunity to exchange their outstanding notes for a like principal amount of exchange notes. The exchange notes will be issued without a restrictive legend and generally may be reoffered and resold without registration under the Securities Act.

The registration rights agreement provides that we must use our reasonable best efforts to consummate the exchange offer not later than 365 days after the original issuance of the outstanding notes. The registration rights agreement further provides that we must file a shelf registration statement for the resale of the outstanding notes under certain circumstances and use reasonable best efforts to cause such registration statement to become effective under the Securities Act and to keep such registration statement effective until the outstanding notes cease to be "registrable securities" (as defined in the registration rights agreement).

For each outstanding note surrendered to us pursuant to the exchange offer, the holder of such outstanding note will receive an exchange note having a principal amount equal to that of the surrendered outstanding note. Interest payments on the exchange notes will be made semi-annually in cash, on March 15 and September 15 of each year. The registration rights agreement also provides an agreement to include in the prospectus for the exchange offer certain information necessary to allow a broker-dealer who holds outstanding notes that were acquired for its own account as a result of market-making activities or other trading activities (other than outstanding notes acquired directly from us or one of our affiliates) to exchange such outstanding notes pursuant to the exchange offer and to satisfy the prospectus delivery requirements in connection with resales of exchange notes received by such broker-dealer in the exchange offer. We agreed to use reasonable best efforts to maintain the effectiveness of the exchange offer registration statement for these purposes for a period of 180 days after the completion of the exchange offer, which period may be extended under certain circumstances.

The preceding agreement is needed because any broker-dealer who acquires outstanding notes for its own account as a result of market-making activities or other trading activities is required to deliver a prospectus meeting the requirements of the Securities Act. This prospectus covers the offer and sale of the exchange notes pursuant to the exchange offer and the resale of exchange notes received in the exchange offer by any broker-dealer who held outstanding notes acquired for its own account as a result of market-making activities or other trading activities (other than outstanding notes acquired directly from us or one of our affiliates).

Holders that are broker-dealers may be deemed "underwriters" within the meaning of the Securities Act in connection with any resale of exchange notes acquired in the exchange offer. Holders that are broker-dealers must acknowledge that they acquired their outstanding notes in market-making activities or other trading activities and must deliver a prospectus when they resell the exchange notes they acquire in the exchange offer in order not to be deemed an underwriter.

Based on interpretations by the staff of the SEC set forth in no-action letters issued to third parties, we believe that the exchange notes issued in exchange for outstanding notes may be offered for resale, resold and otherwise transferred by any exchange noteholder without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- such holder is not an "affiliate" of ours within the meaning of Rule 405 under the Securities Act;
- such exchange notes are acquired in the ordinary course of the holder's business; and
- the holder does not intend to participate in the distribution of such exchange notes.

Any holder who tenders notes in the exchange offer with the intention of participating in any manner in a distribution of the exchange notes:

- cannot rely on the position of the staff of the SEC set forth in Exxon Capital Holdings Corp., SEC No- Action Letter (April 13, 1988); Morgan Stanley & Co. Inc., SEC No-Action Letter (June 5, 1991); Shearman & Sterling, SEC No-Action Letter (July 2, 1993) or similar interpretive letters; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction.

If, as stated above, a holder cannot rely on the position of the staff of the SEC set forth in "Exxon Capital Holdings Corporation" or similar interpretive letters, any effective registration statement used in connection with a secondary resale transaction must contain the selling security holder information required by Item 507 of Regulation S-K under the Securities Act.

Each holder of the outstanding notes (other than certain specified holders) who desires to exchange outstanding notes for the exchange notes in the exchange offer will be required to make the representations described below under "—Procedures for tendering—Your representations to us."

In the event that (i) we determine that the exchange offer registration provided for in the registration rights agreement is not available or the exchange offer may not be completed as soon as practicable after the last exchange date because it would violate any applicable law or applicable interpretations of the SEC; (ii) the exchange offer is not for any other reason completed by the respective Target Registration Dates (as defined below) or (iii) upon receipt of a written request (a "Shelf Request") from any initial purchaser representing that it holds registrable securities (as defined in the registration rights agreement) that are or were ineligible to be exchanged in the exchange offer, we will use our reasonable best efforts to cause to be filed as soon as practicable after such determination, date or Shelf Request, as the case may be, a shelf registration statement providing for the sale of all the registrable securities by the holders thereof, to have such shelf registration statement become effective and to keep that shelf registration statement effective until the date that the exchange notes cease to be "registrable securities" (as defined in the registration rights agreement), including when all exchange notes covered by the shelf registration statement have been sold pursuant to the shelf registration statement. We will, in the event of such a shelf registration, furnish to each participating holder of exchange notes copies of a prospectus, notify each participating holder of exchange notes when the shelf registration statement has become effective and take certain other actions to permit resales of the exchange notes. A holder of exchange notes that sells exchange notes under the shelf registration statement generally will be required to make certain representations to us (as described in the registration rights agreement), to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with those sales and will be bound by the provisions of the registration rights agreement that are applicable to such a holder of exchange notes (including certain indemnification obligations). Holders of exchange notes will also be required to suspend their use of the prospectus included in the shelf registration statement under specified circumstances upon receipt of notice from us. Under applicable interpretations of the staff of the SEC, our affiliates will not be permitted to exchange their outstanding notes for registered notes in the exchange offer.

If the exchange offer is not completed (or, if required, the shelf registration statement is not declared effective) on or before August 17, 2018 (the "Target Registration Date"), then we agree to pay each holder of outstanding notes liquidated damages in the form of additional interest in an amount equal to 0.25% per annum of the principal amount of outstanding notes held by such holder, with respect to the first 90 days after the Target Registration Date (which rate shall be increased by an additional 0.25% per annum for each subsequent 90-day period that such liquidated damages continue to accrue), in each case until the exchange offer is completed or the shelf registration statement is declared effective; *provided*, *however*, that at no time will the amount of liquidated damages accruing with respect to the outstanding notes exceed in the aggregate 1.0% per annum. Upon the completion of the exchange offer (or, if required, the effectiveness of the shelf registration statement) liquidated damages described in this paragraph with respect to the outstanding notes will cease to accrue.

If we effect the registered exchange offer, we will be entitled to close the registered exchange offer 20 business days after their commencement as long as we have accepted all outstanding notes validly tendered in accordance with the terms of the exchange offer and no brokers or dealers continue to hold any outstanding notes.

This summary of the material provisions of the registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the registration rights agreement, a copy of which is incorporated by reference into this prospectus.

Except as set forth above, after consummation of the exchange offer, holders of outstanding notes that are the subject of the exchange offer have no registration or exchange rights under the registration rights agreement. See "—Consequences of failure to exchange."

Terms of the exchange offer

Subject to the terms and conditions described in this prospectus and in the letter of transmittal, a copy of which accompanies this prospectus, we will accept for exchange any outstanding notes properly tendered and not validly withdrawn prior to 5:00 p.m., New York City time, on the applicable expiration date. We will issue exchange notes in principal amount equal to the principal amount of outstanding notes surrendered in the exchange offer. Outstanding notes may be tendered only for exchange notes and only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The exchange offer is not conditioned upon any minimum aggregate principal amount of outstanding notes being tendered for exchange.

As of the date of this prospectus, $500.0 million in aggregate principal amount of the outstanding notes are outstanding. This prospectus and the letter of transmittal are being sent to all registered holders of outstanding notes. There will be no fixed record date for determining registered holders of outstanding notes entitled to participate in the exchange offer.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement, the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC. Outstanding notes that the holders thereof do not tender for exchange in the exchange offer will remain outstanding and continue to accrue interest. These outstanding notes will continue to be entitled to the rights and benefits such holders have under the indenture relating to the outstanding notes, but shall be subject to the existing restrictions on transfer of the outstanding notes and will not be entitled to any additional interest.

We will be deemed to have accepted for exchange properly tendered outstanding notes when we have given written notice of the acceptance to the exchange agent and complied with the applicable provisions of the registration rights agreement. The exchange agent will act as agent for the tendering holders for the purposes of receiving the exchange notes from us. The trustee and the exchange agent are not responsible for and make no representation as to the validity, accuracy or adequacy of the prospectus and any of its contents, and are not be responsible for any of our statements or any other person in the prospectus or in any document issued or used in connection with it or the exchange offer. The trustee and the exchange agent make no recommendation to any holder whether to tender notes pursuant to the exchange offer or to take any other action.

If you tender outstanding notes in the exchange offer, you will not be required to pay brokerage commissions or fees or, subject to the letter of transmittal, transfer taxes with respect to the exchange of outstanding notes. We will pay all charges and expenses, other than certain applicable taxes described below, in connection with the exchange offer. It is important that you read the section entitled "—Fees and expenses" for more details regarding fees and expenses incurred in the exchange offer.

We will return any outstanding notes that we do not accept for exchange for any reason without expense to their tendering holder promptly after the expiration or termination of the exchange offer.

Expiration date

The exchange offer will expire at 5:00 p.m., New York City time, on , 2018, unless extended, in which case the expiration date will mean the latest date and time to which we extend the exchange offer.

Delays in acceptance, extensions, termination or amendment

We expressly reserve the right, at any time or various times, to extend the period of time during which the exchange offer is open. We may delay acceptance of any outstanding notes by giving written notice of such delay to their holders. During any such extensions, any outstanding notes previously tendered will remain subject to the exchange offer, and we may accept them for exchange.

In order to extend an exchange offer, we will notify the exchange agent by giving written notice of such extension. We will notify the registered holders of the outstanding notes of the extension no later than 9:00 a.m., New York City time, on the business day after the previously scheduled expiration date.

If any of the conditions described below under "—Conditions to the exchange offer" have not been satisfied with respect to an exchange offer, we reserve the right, in our sole discretion:

- to delay accepting for exchange any outstanding notes in the exchange offer;
- to extend the exchange offer; or
- to terminate the exchange offer,

by giving written notice of such delay, extension or termination to the exchange agent. Subject to the terms of the registration rights agreement, we also reserve the right to amend the terms of the exchange offer in any manner.

Any such delay in acceptance, extension, termination or amendment will be followed promptly by written notice thereof to the registered holders of the outstanding notes. If we amend an exchange offer in a manner that we determine to constitute a material change, we will promptly disclose such amendment by means of a prospectus supplement. The supplement will be distributed to the registered holders of the outstanding notes. Depending upon the significance of the amendment and the manner of disclosure to the registered holders, we may extend the exchange offer. In the event of a material change in an exchange offer, including the waiver by us of a material condition, we will extend the exchange offer period if necessary so that at least five business days remain in the exchange offer following notice of the material change.

Conditions to the exchange offer

We will not be required to accept for exchange, or exchange any exchange notes for, any outstanding notes if the exchange offer, or the making of any exchange by a holder of outstanding notes, would violate applicable law or any applicable interpretation of the staff of the SEC. Similarly, we may terminate the exchange offer as provided in this prospectus before accepting outstanding notes for exchange in the event of such a potential violation.

In addition, we will not be obligated to accept for exchange the outstanding notes of any holder that has not made to us the representations described under "—Purpose and effect of the exchange offer," "—Procedures for tendering" and "Plan of distribution" and such other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations to allow us to use an appropriate form to register the exchange notes under the Securities Act.

We expressly reserve the right to amend or terminate the exchange offer, and to reject for exchange any outstanding notes not previously accepted for exchange, upon the occurrence of any of the conditions to the exchange offer specified above. We will give prompt written notice of any extension, amendment, non-acceptance or termination to the holders of the outstanding notes as promptly as practicable.

These conditions are for our sole benefit, and we may assert them or waive them in whole or in part at any time or at various times in our sole discretion. If we fail at any time to exercise any of these rights, this failure will not mean that we have waived our rights. Each such right will be deemed an ongoing right that we may assert at any time or at various times.

In addition, we will not accept for exchange any outstanding notes tendered, and will not issue exchange notes in exchange for any such outstanding notes, if at such time any stop order has been threatened or is in effect with respect to the exchange offer registration statement of which this prospectus constitutes a part or the qualification of the indenture governing the exchange notes under the Trust Indenture Act of 1939.

Procedures for tendering

In order to participate in the exchange offer, you must properly tender your outstanding notes to the exchange agent as described below. It is your responsibility to properly tender your outstanding notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

If you have any questions or need help in exchanging your outstanding notes, please call the exchange agent, whose address and phone number are set forth in “Summary—The exchange offer—Exchange agent.”

All of the outstanding notes were issued in book-entry form, and all of the outstanding notes are currently represented by global certificates held for the account of DTC. We have confirmed with DTC that the outstanding notes may be tendered using the ATOP instituted by DTC. The exchange agent will establish an account with DTC for purposes of the exchange offer promptly after the commencement of the exchange offer and DTC participants may electronically transmit their acceptance of the exchange offer by causing DTC to transfer their outstanding notes to the exchange agent using the ATOP procedures. In connection with the transfer, DTC will send an “agent’s message” to the exchange agent. The agent’s message will be deemed to state that DTC has received instructions from the participant to tender such outstanding notes and that the participant agrees to be bound by the terms of the letter of transmittal.

By using the ATOP procedures to exchange outstanding notes, you will not be required to deliver a letter of transmittal to the exchange agent. However, you will be bound by its terms just as if you had signed it.

There is no procedure for guaranteed late delivery of the outstanding notes.

Determinations under the exchange offer

We will determine in our sole discretion all questions as to the validity, form, eligibility, time of receipt, acceptance of tendered outstanding notes and withdrawal of tendered outstanding notes. Our determination will be final and binding. We reserve the absolute right to reject any outstanding notes not properly tendered or any outstanding notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the right to waive any defects, irregularities or conditions of tender as to particular outstanding notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, all defects or irregularities in connection with tenders of outstanding notes must be cured within such time as we shall determine. Although we intend to notify holders of defects or irregularities with respect to tenders of outstanding notes, neither we, the exchange agent nor any other person will incur any liability for failure to give such notification. Tenders of outstanding notes

will not be deemed made until such defects or irregularities have been cured or waived. Any outstanding notes received by the exchange agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived will be returned to the tendering holder, unless otherwise provided in the letter of transmittal, promptly following the expiration date of the exchange offer.

When we will issue exchange notes

In all cases, we will issue exchange notes for outstanding notes that we have accepted for exchange under the exchange offer only after the exchange agent timely receives:

- a book-entry confirmation of such outstanding notes into the exchange agent's account at DTC; and
- a properly transmitted agent's message.

Return of outstanding notes not accepted or exchanged

If we do not accept any tendered outstanding notes for exchange or if outstanding notes are submitted for a greater principal amount than the holder desires to exchange, the unaccepted or non-exchanged outstanding notes will be returned without expense to their tendering holder. Such non-exchanged outstanding notes will be credited to an account maintained with DTC. These actions will occur promptly after the expiration or termination of the exchange offer.

Your representations to us

By agreeing to be bound by the letter of transmittal, you will represent to us that, among other things:

- any exchange notes that you receive will be acquired in the ordinary course of your business;
- you have no arrangement or understanding with any person or entity to participate in the distribution of the exchange notes;
- you are not our "affiliate," as defined in Rule 405 of the Securities Act; and
- if you are a broker-dealer that will receive exchange notes for your own account in exchange for outstanding notes, you acquired those outstanding notes as a result of market-making activities or other trading activities and you will deliver a prospectus (or to the extent permitted by law, make available a prospectus) in connection with any resale of the exchange notes.

Withdrawal of tenders

Except as otherwise provided in this prospectus, you may withdraw your tender at any time prior to 5:00 p.m., New York City time, on the expiration date for the exchange offer. For a withdrawal to be effective you must comply with the appropriate procedures of DTC's ATOP system. Any notice of withdrawal must specify the name and number of the account at DTC to be credited with withdrawn outstanding notes and otherwise comply with the procedures of DTC.

We will determine all questions as to the validity, form, eligibility and time of receipt of notice of withdrawal. Our determination shall be final and binding on all parties. We will deem any outstanding notes so withdrawn not to have been validly tendered for exchange for purposes of an exchange offer. We, the exchange agent, the trustee or any other person will not be under any duty to give notification of any defects or irregularities in any notice of withdrawal of tenders, or incur any liability for failure to give any such notification.

Any outstanding notes that have been tendered for exchange but are not exchanged for any reason will be credited to an account maintained with DTC for the outstanding notes. This crediting will take place as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. You may re-tender properly withdrawn outstanding notes by following the procedures described under "—Procedures for tendering" above at any time prior to 5:00 p.m., New York City time, on the expiration date for the exchange offer.

Fees and expenses

We will bear the expenses of soliciting tenders. The principal solicitation is being made by mail; however, we may make additional solicitations by facsimile, telephone, electronic mail or in person by our officers and regular employees and those of our affiliates.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to broker-dealers or others soliciting acceptances of the exchange offer. We will, however, pay the exchange agent reasonable and customary fees for its services and reimburse it for its related reasonable out-of-pocket expenses.

We will pay the cash expenses to be incurred by us in connection with the exchange offer. They include:

- all registration and filing fees and expenses;
- all fees and expenses of compliance with federal securities and state “blue sky” or securities laws;
- accounting fees, legal fees incurred by us, disbursements and printing, messenger and delivery services, and telephone costs; and
- related fees and expenses.

Transfer taxes

We will pay all transfer taxes, if any, applicable to the exchange of outstanding notes under the exchange offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if a transfer tax is imposed for any reason other than the exchange of outstanding notes under the exchange offer.

Consequences of failure to exchange

If you do not exchange your outstanding notes for exchange notes under the exchange offer, you will remain subject to the existing restrictions on transfer of the outstanding notes. In general, you may not offer or sell the outstanding notes unless the offer or sale is either registered under the Securities Act or exempt from registration under the Securities Act and applicable state securities laws. Except as required by the registration rights agreement, we do not intend to register resales of the outstanding notes under the Securities Act.

Accounting treatment

We will record the exchange notes in our accounting records at the same carrying value as the outstanding notes. This carrying value is the aggregate principal amount of the outstanding notes plus or minus any bond premium or discount, as reflected in our accounting records on the date of exchange. Accordingly, we will not recognize any gain or loss for accounting purposes in connection with the exchange offer.

Other

Participation in the exchange offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered outstanding notes in open market or privately negotiated transactions, through subsequent exchange offers or otherwise. We have no present plans to acquire any outstanding notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any untendered outstanding notes.

Description of Exchange Notes

We are offering to exchange up to $500 million aggregate principal amount of our new 7.75% Senior Notes due 2024, which have been registered under the Securities Act, referred to in this prospectus as the "exchange notes," for any and all of our outstanding unregistered 7.75% Senior Notes due 2024, referred to in this prospectus as the "outstanding notes." We issued $500 million aggregate principal amount of the outstanding notes on August 17, 2017, in a transaction exempt from registration under the Securities Act. We are offering exchange notes to the holders of the outstanding notes in exchange for such notes in order to satisfy our registration obligations under the registration rights agreement that we entered into in connection with the issuance of the outstanding notes.

Any outstanding notes that remain outstanding after completion of the exchange offer, together with the exchange notes issued in the exchange offer, will be treated as a single class of securities under the Indenture (the "Notes"). The exchange notes will be issued, and the outstanding notes are currently outstanding, under an indenture dated as of August 17, 2017, among, Issuer, Superior Energy, the Guarantors thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Base Indenture"), as amended and supplemented by a Supplemental Indenture dated October 20, 2017 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). You may obtain a copy of each of the base indenture and the supplemental indenture from the Issuer at its address set forth elsewhere in this prospectus.

If the exchange offer is consummated, Holders of old notes who do not exchange their outstanding notes for exchange notes will vote together with the Holders of the exchange notes for all relevant purposes under the Indenture. In that regard, the Indenture requires that certain actions by the Holders under the Indenture must be taken, and certain rights must be exercised, by Holders of specified minimum percentages of the aggregate principal amount of all outstanding Notes issued under the Indenture. In determining whether Holders of the requisite percentage in aggregate principal amount of Notes have given any notice, consent or waiver or taken any other action permitted or required under the Indenture, any outstanding notes that remain outstanding after the exchange offer will be aggregated with the exchange notes, and the Holders of these outstanding notes and the exchange notes will vote together as a single class for all such purposes.

In this description, (i) references to "Superior Energy" refer only to Superior Energy Services, Inc. and not any of its Subsidiaries, (ii) the words "Issuer," "we," "us," or "our" refer only to SESI, L.L.C. and not to any of its Subsidiaries and (iii) the term "Guarantors" includes Superior Energy as well as each Subsidiary of Superior Energy that guarantees Issuer's obligations under the Indenture.

The following description is a summary of the material provisions of the Notes and the Indenture and is qualified in its entirety by the provisions of the Notes and the Indenture. It does not restate those agreements in their entirety. We urge you to read the Indenture because it, and not this description, defines your rights as a Holder of the Notes. Superior Energy will make a copy of the Indenture available to Holders and prospective investors upon request.

You can find the definitions of certain terms used in this description below under the caption "—Certain definitions." Certain defined terms used in this description but not defined below under the caption "—Certain definitions" have the meanings assigned to them in the Indenture.

The registered Holder of a Note will be treated as the owner of it for all purposes. Only registered Holders will have rights under the Indenture.

Brief description of the notes and the note guarantees

The Notes:

- are general unsecured senior obligations of Issuer;

- are limited to an aggregate principal amount of $500.0 million, subject to our ability to issue Additional Notes;
- are *pari passu* in right of payment with all existing and future unsecured senior Indebtedness of Issuer;
- are senior in right of payment to any future Subordinated Obligations of Issuer;
- are effectively subordinated to all existing and future Secured Indebtedness of Issuer to the extent of the
- value of the assets securing such Indebtedness, including any borrowings under the Credit Agreement;
- are structurally subordinated to all liabilities of any Non-Guarantor Subsidiary;
- are unconditionally guaranteed on a senior basis by Superior Energy and the Subsidiary Guarantors; and
- are represented by one or more registered Notes in global form, but in certain circumstances may be represented by Notes in definitive form. See “Book-entry settlement and clearance.”

As of December 31, 2017:

- we had approximately $1.3 billion of total indebtedness (including the Notes), none of which would have been subordinated to the Notes;
- we had no secured indebtedness outstanding under our Credit Agreement (excluding $35.3 million represented by outstanding letters of credit) that would have been effectively senior to the Notes and the Note Guarantees to the extent of the value of the collateral securing the indebtedness; and
- we could incur $273.3 million of borrowings under the Credit Agreement (after giving effect to $35.3 million of letters of credit, which reduce availability), which under certain circumstances could increase or decrease as a result of, among other things, changes to the Company’s consolidated net assets.

The note guarantees

The outstanding notes are, and the exchange notes will be, jointly and severally, irrevocably, fully and unconditionally guaranteed on a senior basis by Superior Energy and all of its Subsidiaries that guarantee Obligations under the Credit Agreement. The Notes will be guaranteed by any of Issuer’s or Superior Energy’s Subsidiaries (other than Foreign Subsidiaries) that subsequently become borrowers under the Credit Agreement or that subsequently guarantee Obligations under the Credit Agreement or other Indebtedness (other than De Minimis Indebtedness) of Issuer or any Guarantor. See “—Certain covenants— Future guarantors.”

Each Note Guarantee:

- is a general unsecured senior obligation of such Guarantor;
- is pari passu in right of payment with all existing and future unsecured senior Indebtedness of such Guarantor;
- is senior in right of payment to any future Subordinated Obligations of such Guarantor; and
- is effectively subordinated to all existing and future Secured Indebtedness of such Guarantor to the extent of the value of the assets securing that Indebtedness, including any guarantee of Issuer’s obligations under the Credit Agreement.

Not all of the existing Subsidiaries of Issuer or Superior Energy guarantee the Notes. Subsidiaries of Issuer or Superior Energy may not guarantee the Notes unless required pursuant to the covenant described under “—Certain covenants—Future guarantors,” and there can be no assurance that the Notes will be guaranteed by

any such Subsidiary as of any future date. In the event of a bankruptcy, liquidation or reorganization of any of these Non-Guarantor Subsidiaries, the Non-Guarantor Subsidiaries will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to us.

For the twelve months ended December 31, 2017, the Non-Guarantor Subsidiaries represented approximately 13% of our revenues and 27% of our loss from continuing operations. As of December 31, 2017, the Non-Guarantor Subsidiaries represented approximately 23% of our total assets and had approximately $83 million of total liabilities, including trade payables but excluding intercompany liabilities.

Principal, maturity and interest

Issuer issued $500.0 million in aggregate principal amount of outstanding notes in a private offering in accordance with Rule 144A and Regulation S. In addition to the exchange notes offered hereby and the outstanding notes, Issuer may issue an unlimited principal amount of additional Notes having identical terms and conditions as the Notes other than the issue date, the issue price and the first interest payment date (the "Additional Notes"). Any issuance of Additional Notes is subject to all of the covenants in the Indenture. The Notes and any Additional Notes subsequently issued under the Indenture will be treated as a single class for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. Unless the context requires otherwise, references to "Notes" for all purposes of the Indenture and this "Description of exchange notes" include any Additional Notes that are actually issued. Notes are issued in denominations of $2,000 and integral multiples of $1,000. The Notes will mature on September 15, 2024.

Interest on the Notes accrues at the rate of 7.75% per annum and is payable semiannually in arrears on March 15 and September 15. Interest will be paid to the person in whose name a Note is registered at the close of business on March 1 or September 1, as the case may be, immediately preceding the relevant interest payment date (each, whether or not a Business Day, a "regular record date"). Interest on overdue principal and interest will accrue at a rate that is 1% higher than the then applicable interest rate on the Notes.

Interest on the Notes accrues from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of receiving payments on the notes

If a Holder has given wire transfer instructions to Issuer, Issuer will pay all principal, interest and premium, if any, on that Holder's Notes in accordance with those instructions. All other payments on the Notes will be made at the office or agency of the paying agent and registrar unless Issuer elects to make interest payments by check mailed to the Holders at their address set forth in the register of Holders.

Issuer will pay principal of, premium, if any, and interest on, the Notes in global form registered in the name of or held by DTC or its nominee in immediately available funds to DTC or its nominee, as the case may be, as the registered Holder of such global Note.

If any interest payment date, the maturity date, any redemption date, or any earlier required repurchase date of a Note falls on a day that is not a business day, the required payment will be made on the next succeeding business day and no interest on such payment will accrue in respect of the delay.

Paying agent and registrar for the notes

The Trustee will initially act as Paying Agent and Registrar. Issuer may change the Paying Agent or Registrar without prior notice to the Holders of the Notes, and Issuer or any of its Subsidiaries may act as paying agent or registrar.

Transfer and exchange

A Holder may transfer or exchange Notes in accordance with the provisions of the Indenture. The registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents in connection with a transfer of Notes. Holders will be required to pay all taxes due on transfer. Issuer will not be required to transfer or exchange any Note selected for redemption. Also, Issuer will not be required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

Note guarantees

The outstanding notes are, and the exchange notes will be, guaranteed by Superior Energy and all of its Subsidiaries that guarantee Obligations under the Credit Agreement. The Notes will be guaranteed by any of Issuer's or Superior Energy's Subsidiaries (other than Foreign Subsidiaries) that subsequently become borrowers under the Credit Agreement or that subsequently guarantee Obligations under the Credit Agreement or other Indebtedness (other than De Minimis Indebtedness) of Issuer or any Guarantor. See "—Certain covenants— Future guarantors." These Note Guarantees are joint and several obligations of the Guarantors. The obligations of each Guarantor under its Note Guarantee will be limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance under applicable law. If a Note Guarantee were rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the Guarantor, and, depending on the amount of such indebtedness, a Guarantor's liability on its Note Guarantee could be reduced to zero. See "Risk factors—Risks related to the notes—Federal and state fraudulent transfer laws may permit a court to void the notes and/or the guarantees, and if that occurs, you may not receive any payments on the notes."

Any Guarantor that makes a payment under its Note Guarantee will be entitled upon payment in full of all guaranteed obligations under the Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment, based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with GAAP.

A Subsidiary Guarantor shall not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Subsidiary Guarantor is the surviving Person) another Person, other than Issuer or another Guarantor, unless:

1. immediately after giving effect to that transaction, no Default or Event of Default exists;
2. if such entity remains a Subsidiary Guarantor, the resulting, surviving or transferee Person (the *"Successor Guarantor")* is a Person (other than an individual) organized and existing under the laws of the United States of America, any state or territory thereof or the District of Columbia; and
3. the Successor Guarantor, if not already a Subsidiary Guarantor, expressly assumes all the obligations of such Subsidiary Guarantor under the Indenture, the Notes and its Note Guarantee pursuant to a supplemental indenture in form reasonably satisfactory to the Trustee and assumes by written agreement all the obligations of such Subsidiary Guarantor under the Registration Rights Agreement.

The Note Guarantee of a Subsidiary Guarantor will be automatically and unconditionally released and discharged:

1. in connection with any sale or other disposition of all or substantially all of the assets of that Subsidiary Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Superior Energy, Issuer or a Subsidiary of Issuer or Superior Energy;
2. in connection with any sale or other disposition of all of the Capital Stock of that Subsidiary Guarantor to a Person that is not (either before or after giving effect to such transaction) Superior Energy, Issuer or a Subsidiary of Issuer or Superior Energy; or

3. upon legal defeasance or satisfaction and discharge of the Indenture as provided below under the captions "—Legal defeasance and covenant defeasance" and "—Satisfaction and Discharge."

Superior Energy will be released from its obligations under the Indenture and its Note Guarantee only in connection with any legal defeasance or satisfaction and discharge of the Indenture.

Optional redemption

At any time prior to September 15, 2020, Issuer may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture at a redemption price of 107.75% of the principal amount, plus accrued and unpaid interest to, but excluding, the redemption date, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date, with the Net Cash Proceeds of one or more Public Equity Offerings; *provided* that:

(1) at least 65% of the aggregate principal amount of Notes (which includes Additional Notes, if any) issued under the Indenture (excluding Notes held by Superior Energy and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 90 days of the date of the closing of such Public Equity Offering.

At any time prior to September 15, 2020, Issuer may also redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior notice mailed by first-class mail to each Holder's registered address, or with respect to global Notes, to the extent permitted or required by applicable DTC procedures or regulations, sent electronically, at a redemption price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest to, but excluding, the date of redemption, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date. The redemption price shall be determined by Issuer.

Except pursuant to the preceding paragraphs, the Notes will not be redeemable at Issuer's option prior to September 15, 2020.

On or after September 15, 2020, Issuer may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest on the Notes redeemed, to, but excluding, the applicable redemption date (subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date), if redeemed during the twelve-month period beginning on September 15 of the years indicated below:

Year	Percentage
2020	103.875%
2021	101.938%
2022 and thereafter	100.000%

Unless Issuer defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

Mandatory redemption; Offers to purchase; Open market purchases

Issuer is not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, Issuer may be required to offer to purchase the Notes as described under the caption "Change of control." Issuer may at any time and from time to time purchase Notes in the open market or otherwise, so long as such acquisition does not otherwise violate the terms of the Indenture.

Selection and notice of redemption

In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed or, if the Notes are not listed, then on a pro rata basis (to the extent practicable), by lot or by such similar method in accordance with the procedures of DTC. No Note of $2,000 in original principal amount or less will be redeemed in part.

Notices of redemption will be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder to be redeemed at its registered address or otherwise delivered in accordance with the procedures of DTC, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture.

Any redemption notice may, at Issuer's discretion, be subject to one or more conditions precedent, including completion of a Public Equity Offering or other corporate transaction. In addition, if such redemption is subject to satisfaction of one or more conditions precedent, such notice shall state that, in Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed. The Issuer shall provide written notice to the Trustee prior to the close of business two Business Days prior to the redemption date (or such shorter period as may be acceptable to the Trustee) if any such redemption has been rescinded or delayed, and upon receipt the Trustee shall provide such notice to each holder of the Notes in the same manner in which the notice of redemption was given.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount of that Note that is to be redeemed. A new Note in principal amount equal to the unredeemed portion of the original Note will be issued (or transferred by book entry) in the name of the Holder upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of Notes called for redemption.

For Notes that are represented by global certificates held on behalf of DTC, notices may be given by delivery of the relevant notices to DTC for communication to entitled account holders in substitution of the aforementioned mailing.

Change of control

Upon the occurrence of any of the following events (each a *"Change of Control"),* each Holder shall have the right to require that Issuer repurchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase plus accrued and unpaid interest to, but excluding, the date of purchase (the *"Change of Control Payment")* (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date):

(1) any "person" (as such term is used in Section 13(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (1) such person shall be deemed to have "beneficial ownership" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of Superior Energy or Issuer;

(2) individuals who on the Issue Date constituted the Board of Directors of Superior Energy together with any new directors whose election by such Board of Directors or whose nomination for election by the stockholders of Superior Energy, as the case may be, was approved by a vote of majority of the

directors of Superior Energy then still in office who were either directors on the Issue Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors then in office;

(3) the adoption of a plan relating to the liquidation or dissolution of either Issuer or Superior Energy;

(4) the merger or consolidation of Issuer or Superior Energy, as the case may be, with or into another Person or the merger of another Person with or into Issuer or Superior Energy, as the case may be, other than a transaction following which, in the case of a merger or consolidation transaction, securities that represented 100% of the Voting Stock of Issuer or Superior Energy, as the case may be, immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) constitute at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or consolidation transaction; or

(5) the direct or indirect sale, assignment, conveyance, transfer, lease or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all the assets of the Issuer or Superior Energy and their respective Subsidiaries taken as a whole, as the case may be (in each case, determined on a consolidated basis) to another Person.

Within 30 days following any Change of Control, Issuer will mail a notice to each Holder or otherwise give notice in accordance with the applicable procedures of DTC, with a copy to the Trustee (the *"Change of Control Offer")* stating:

(1) that a Change of Control has occurred and that such Holder has the right to require us to purchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase, plus accrued and unpaid interest, if any, to, but excluding, the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest on the relevant interest payment date);

(2) the circumstances and relevant facts regarding such Change of Control (including information with respect to *pro forma* historical income, cash flow and capitalization after giving effect to such Change of Control);

(3) the purchase date (which shall be no earlier than 10 days nor later than 60 days from the date such notice is mailed) (the *"Change of Control Payment Date");*

(4) if such notice is delivered prior to the occurrence of a Change of Control, that the Change of Control Offer is conditioned upon the occurrence of such Change of Control and setting forth a brief description of the definitive agreement for the Change of Control; and

(5) the instructions, as determined by us, consistent with the Indenture, that a Holder must follow in order to have its Notes purchased.

On the Change of Control Payment Date, Issuer will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes (of $2,000 or integral multiples of $1,000 in excess thereof) properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes so tendered; and

(3) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by Issuer in accordance with the terms of this covenant.

The Paying Agent will promptly mail to each Holder so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each

Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of $2,000 or integral multiples of $1,000 in excess thereof.

If the Change of Control Payment Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest to the Change of Control Payment Date will be paid on the relevant interest payment date to the Person in whose name a Note is registered at the close of business on such record date.

The Change of Control provisions described above will be applicable whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the Holders to require that Issuer repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

Issuer will not be required to make a Change of Control Offer following a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (2) notice of redemption has been given pursuant to the Indenture as described under the caption "—Optional redemption," unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the covenant described hereunder, Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the covenant described hereunder by virtue of its compliance with such securities laws or regulations.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not validly withdraw such Notes in a Change of Control Offer and Issuer, or any third party making a Change of Control Offer in lieu of Issuer as described above, purchases all of the Notes validly tendered and not validly withdrawn by such Holders, Issuer or such third party will have the right, upon not less than 30 days' nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption(subject to the rights of Holders on the relevant record date to receive interest on the relevant interest payment date).

The Credit Agreement prohibits, and future credit agreements or other agreements to which Issuer becomes a party may prohibit or limit, Issuer from purchasing any Notes as a result of a Change of Control. In the event a Change of Control occurs at a time when Issuer is prohibited from purchasing the Notes, Issuer could seek the consent of its lenders to permit the purchase of the Notes or could attempt to refinance the borrowings that contain such prohibition. If Issuer does not obtain such consent or repay such borrowings, Issuer will remain prohibited from purchasing the Notes (other than with the net cash proceeds of any equity offering or a refinancing (or a similar transaction) of the Notes). In such case, Issuer's failure to purchase tendered Notes after any applicable notice and lapse of time would constitute an Event of Default under the Indenture.

The Credit Agreement does, and future credit agreements or other agreements relating to Indebtedness to which Issuer becomes a party may, provide that certain change of control events with respect to Issuer would

constitute a default thereunder (including a Change of Control under the Indenture). If we experience a change of control that triggers a default under our Credit Agreement, we could seek a waiver of such default or seek to refinance our Credit Agreement. In the event we do not obtain such a waiver or refinance the Credit Agreement, such default could result in amounts outstanding under our Credit Agreement being declared due and payable.

Our ability to pay cash to the Holders of Notes following the occurrence of a Change of Control may be limited by our then-existing financial resources. Therefore, sufficient funds may not be available when necessary to make any required repurchases. See "Risk factors—Risks related to the notes— We may be unable to repurchase the notes in connection with a change of control offer required by the indenture."

The Change of Control purchase feature of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of Superior Energy and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between Superior Energy and the initial purchasers. Neither Superior Energy nor Issuer has any present intention to engage in a transaction involving a Change of Control, although it is possible that they could decide to do so in the future. Subject to the limitations discussed below, Superior Energy or Issuer could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to Incur additional Secured Indebtedness are contained in the covenant described under "—Certain covenants—Limitation on liens." Such restrictions can only be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding. Except for the limitations contained in such covenant, however, the Indenture does not contain any covenants or provisions that may afford Holders of the Notes protection in the event of a highly leveraged transaction.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, assignment, conveyance, transfer, lease or other disposition of "all or substantially all" of the properties or assets of Issuer or Superior Energy and their respective Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder to require us to repurchase the Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Issuer or Superior Energy and their respective Subsidiaries taken as a whole to another Person or group may be uncertain.

The provisions under the Indenture relative to our obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in principal amount of the Notes.

Certain covenants

Limitation on restricted payments

Each of Superior Energy and Issuer will not, and will not permit any Subsidiary, directly or indirectly, to make a Restricted Payment if at the time Superior Energy, Issuer or such Subsidiary makes such Restricted Payment:

(i) a Default shall have occurred and be continuing (or would result therefrom); or

(ii) the aggregate amount of such Restricted Payment and all other Restricted Payments since the Issue Date would exceed the sum of (without duplication):

i) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter in which the Issue Date occurs to the end of the most recent fiscal quarter for which consolidated financial statements of Superior Energy and its Subsidiaries have been provided to the Holders pursuant to the Indenture immediately preceding the date of such Restricted Payment (or, in case such Consolidated Net Income shall be a deficit, minus 100% of such deficit); plus

ii) 100% of the aggregate Net Cash Proceeds received by Superior Energy from the issuance or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Issue Date (other than an issuance or sale to any of its Subsidiaries and other than an issuance or sale to an employee stock ownership plan or to a trust established by Superior Energy or any of its Subsidiaries for the benefit of their employees) or the fair market value of the consideration (if other than cash) from such issue or sale of Capital Stock and 100% of any capital cash contribution received by Superior Energy from its stockholders subsequent to the Issue Date; plus

iii) the amount by which Indebtedness of Superior Energy, Issuer or any Subsidiary is reduced on Superior Energy's consolidated balance sheet upon the conversion or exchange (other than by any Subsidiary of Superior Energy) subsequent to the Issue Date of any Indebtedness of Superior Energy, issuer or any Subsidiary convertible or exchangeable for Capital Stock (other than Disqualified Stock) of Superior Energy (less the amount of any cash, or the fair market value of any other property, distributed by Superior Energy upon such conversion or exchange).

(iii) The provisions of the foregoing paragraph (1) will not prohibit:

i) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Capital Stock, Disqualified Stock or Subordinated Obligations made by exchange for, or out of the Net Cash Proceeds of the substantially concurrent sale of, Capital Stock of Superior Energy (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of Superior Energy or an employee stock ownership plan or to a trust established by Superior Energy, Issuer or any Subsidiaries for the benefit of their employees) or a substantially concurrent capital cash contribution received by Superior Energy from its stockholders; *provided, however,* that (A) such Restricted Payment shall be excluded in the calculation of the amount of Restricted Payments and (B) the Net Cash Proceeds from such sale or such capital cash contribution (to the extent so used for such Restricted Payment) shall be excluded from the calculation of amounts under clause (b)(ii) of paragraph (1) above;

ii) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Obligations made by exchange for, or out of the proceeds of the substantially concurrent sale of, Refinancing Indebtedness;" *provided, however,* that such purchase, repurchase, redemption, defeasance or other acquisition or retirement for value shall be excluded in the calculation of the amount of Restricted Payments;

iii) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of Issuer, Superior Energy or any Subsidiary made by exchange for, or out of the Net Cash Proceeds of the substantially concurrent sale of, Disqualified Stock of Issuer, Superior Energy or such Subsidiary, as the case may be, so long as such refinancing Disqualified Stock constitutes Refinancing Indebtedness; *provided, however,* that such purchase, repurchase, redemption, defeasance or other acquisition or retirement shall be excluded in the calculation of the amount of Restricted Payments;

iv) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividend would have complied with this covenant; *provided, however,* that at the time of payment of such dividend, no other Default shall have occurred and be continuing (or result therefrom); *provided further, however,* that such dividend shall be included in the calculation of the amount of Restricted Payments;

v) so long as no Default has occurred and is continuing, the repurchase or other acquisition of shares of Capital Stock of Superior Energy or any of its Subsidiaries from employees, former employees, directors or former directors of Superior Energy or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of the agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors of Superior Energy under which such individuals purchase or sell or are

granted the option to purchase or sell, shares of such Capital Stock; *provided, however,* that the aggregate amount of such repurchases and other acquisitions shall not exceed the sum of (i) $5.0 million in any calendar year (with any unused amounts in any calendar year being carried over to the immediately succeeding calendar year subject to a maximum of $5.0 million in any calendar year), (ii) the aggregate Net Cash Proceeds received during such period from the Issuance of Capital Stock (other than Disqualified Stock) of Superior Energy pursuant to such agreements or plans, in each case to existing or former employees or members of management of Superior Energy or any of its Subsidiaries that occurs after the Issue Date, to the extent the Net Cash Proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments (provided that the Net Cash Proceeds from such sales or contributions shall be excluded from the calculation of amounts under clause (b)(ii) of paragraph (1) above), and (iii) the cash proceeds of key man life insurance policies received by Issuer, Superior Energy or their Subsidiaries after the Issue Date; *provided, further, however,* that such repurchases and other acquisitions shall be excluded in the calculation of the amount of Restricted Payments;

vi) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Subordinated Obligation at a purchase price not greater than 101% of the principal amount of such Subordinated Obligation in the event of a Change of Control in accordance with provisions similar to the "Change of control" covenant; *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, Issuer has made the Change of Control Offer, as provided in such covenant with respect to the Notes and has completed the repurchase of all Notes validly tendered for payment in connection with such Change of Control Offer; *provided further, however,* that such purchases, repurchases, redemptions, defeasances or other acquisitions or retirements for value shall be included in the calculation of the amount of Restricted Payments;

vii) cash payments in lieu of the issuance of fractional shares or interests in connection with the exercise of warrants, options or other rights or securities convertible into or exchangeable for Capital Stock of Superior Energy or any of its Subsidiaries; *provided, however,* that such amounts shall be included in the calculation of the amount of Restricted Payments;

viii) repurchase of Capital Stock deemed to occur upon the exercise of stock options if such Capital Stock represents a portion of the exercise price thereof; *provided, however,* that such repurchases shall be excluded in the calculation of the amount of Restricted Payments;

ix) other Restricted Payments in an aggregate amount not to exceed $250.0 million; *provided, however,* that (A) at the time of such Restricted Payments, no Default shall have occurred and be continuing (or result therefrom) and (B) such Restricted Payments, when made and in the amount so made, shall thereafter be included in the calculation of the amount of Restricted Payments; and

x) any payment of cash by Superior Energy, Issuer or any Subsidiary issuer to a holder of Convertible Notes to the extent such cash payment does not exceed an amount equal to the principal amount of such Convertible Notes that are converted or exchanged and any accrued interest paid thereon, and entry into or any payment in connection with the performance or any exercise, settlement, cancellation or termination of any Permitted Bond Hedge or any Permitted Warrant; *provided, however,* that such payment shall be excluded in the calculation of the amount of Restricted Payments.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by Superior Energy, Issuer or such Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant will be determined by the Board of Directors of Superior Energy whose resolution with respect thereto will be delivered to the Trustee.

Limitation on liens

Each of Superior Energy and Issuer will not, and will not permit any Subsidiary to, directly or indirectly, Incur or permit to exist any Lien (except for Permitted Liens) securing any Indebtedness on any of its properties or assets (including Capital Stock of a Subsidiary), whether owned at the Issue Date or thereafter acquired, which Lien is securing Indebtedness, unless contemporaneously with the Incurrence of such Liens:

(a) in the case of Liens securing Subordinated Obligations, the Notes and related Note Guarantees are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens; or

(b) in all other cases, the Notes and related Note Guarantees are equally and ratably secured or are secured by a Lien on such property, assets or proceeds that is senior in priority to such Liens.

Any Lien created for the benefit of the Holders of the Notes pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of each of the Liens described in clauses (1) and (2) above.

Merger and consolidation

(i) Issuer shall not, and Superior Energy shall not permit Issuer to, consolidate with or merge with or into, or convey or transfer, in one transaction or a series of transactions, directly or indirectly, all or substantially all its assets to, any Person, unless:

i) Issuer shall be the surviving Person, or the resulting, surviving or transferee Person (the *"Successor Issuer")* shall be a corporation or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and the Successor Issuer (if not Issuer) shall expressly assume, by an indenture supplemental thereto, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of Issuer under the Notes and the Indenture and assumes by written agreement all the obligations of Issuer under the Registration Rights Agreement;

ii) immediately after giving *pro forma* effect to such transaction (and treating any Secured Indebtedness which becomes an obligation of the Successor Issuer or any Subsidiary as a result of such transaction as having been Incurred by such Successor Issuer or such Subsidiary at the time of such transaction), no Default shall have occurred and be continuing; and

iii) Issuer shall have delivered to the Trustee an Officers' Certificate of Superior Energy and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture.

In addition, Issuer shall not, and Superior Energy shall not permit Issuer to, directly or indirectly, lease all or substantially all of the properties and assets of it and its Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

The Successor Issuer will be the successor to Issuer and shall succeed to, and be substituted for, and may exercise every right and power of, Issuer under the Indenture, but Issuer in the case of a conveyance or transfer shall not be released from the obligation to pay the principal, interest and, if any, on the Notes.

(ii) Superior Energy shall not consolidate with or merge with or into, or convey or transfer, in one transaction or a series of transactions, directly or indirectly, all or substantially all its assets to, any Person, unless:

i) Superior Energy shall be the surviving Person, or the resulting, surviving or transferee Person (the *"Successor Company")* shall be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and the Successor Company (if not Superior Energy) shall expressly assume, by an indenture supplemental thereto, executed and

delivered to the Trustee, in form reasonably satisfactory to the Trustee, all the obligations of Superior Energy under its Note Guarantee and the Indenture and assumes by written agreement all the obligations of Superior Energy under the Registration Rights Agreement;

ii) immediately after giving *pro forma* effect to such transaction (and treating any Secured Indebtedness which becomes an obligation of the Successor Company or any Subsidiary as a result of such transaction as having been Incurred by such Successor Company or such Subsidiary at the time of such transaction), no Default shall have occurred and be continuing; and

iii) Superior Energy shall have delivered to the Trustee an Officers' Certificate of Superior Energy and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture.

In addition, Superior Energy will not directly or indirectly, lease all or substantially all of the properties and assets of it and its Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

Future guarantors

Superior Energy and Issuer will cause each Subsidiary (other than a Foreign Subsidiary) that becomes a borrower under the Credit Agreement or that Guarantees, on or at any time after the date the exchange notes are issued, the Obligations under the Credit Agreement or any other Indebtedness (other than De Minimis Indebtedness) of Issuer or any Guarantor to execute and deliver to the Trustee a supplemental indenture to the Indenture substantially in the form of supplemental indenture appearing as an exhibit to the Indenture pursuant to which such Subsidiary will irrevocably and unconditionally Guarantee, on a joint and several basis, the full and prompt payment of the principal of, premium, if any, and interest in respect of the Notes on a senior basis and all other Obligations under the Indenture.

The obligations of each Subsidiary Guarantor will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Subsidiary Guarantor (including, without limitation, any Guarantees under the Credit Agreement) and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Subsidiary under its Note Guarantee or pursuant to its contribution obligations under the Indenture, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law.

Each Note Guarantee shall be released in accordance with the provisions of the Indenture described under "—Note guarantees."

Payments for consent

Issuer will not and Superior Energy will not, and will not permit any of their Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes, unless such consideration is offered to be paid and is paid to all Holders.

SEC reports

Whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, Superior Energy will furnish to the Holders and to the Trustee, within the time periods specified in the SEC's rules and regulations:

(i) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if Superior Energy were required to file such reports; and

(ii) all current reports that would be required to be filed with the SEC on Form 8-K if Superior Energy were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on Superior Energy's consolidated financial statements by Superior Energy's certified independent accountants. Each annual report on Form 10-K and each quarterly report on Form 10-Q will include summary financial information with respect to Non-Guarantor Subsidiaries of the type and scope incorporated by reference in this prospectus, unless such information is otherwise provided pursuant to Rule 3-10 of Regulation S-X promulgated by the SEC. In addition, Superior Energy will file a copy of each of the reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the SEC will not accept such a filing) and will post the reports on its website within those time periods.

If, at any time, Superior Energy is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, Superior Energy will nevertheless continue filing the reports specified in the preceding paragraphs of this covenant with the SEC within the time periods specified above unless the SEC will not accept such a filing. Superior Energy will not take any action for the purpose of causing the SEC not to accept any such filings. If, notwithstanding the foregoing, the SEC will not accept Superior Energy's filings for any reason, Superior Energy will post the reports referred to in the preceding paragraphs on its website within the time periods that would apply if Superior Energy were required to file those reports with the SEC.

In addition, Issuer and the Guarantors agree that, for so long as any Notes remain outstanding, if at any time it they are not required to file with the SEC the reports required by the preceding paragraphs, they will furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Delivery of reports, information and documents to the trustee is for informational purposes only and its receipt of such reports shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including our compliance with any of our covenants under the indenture or the Notes (as to which the trustee is entitled to rely exclusively on Officers' Certificates). The Trustee shall not be obligated to monitor or confirm, on a continuing basis or otherwise, our compliance with the covenants or with respect to any reports or other documents filed with the SEC or EDGAR or any website under the Indenture, or participate in any conference calls.

Defaults

Each of the following is an Event of Default:

(i) a default in the payment of interest on the Notes when due, continued for 30 days;

(ii) a default in the payment of principal of any Note when due at its Stated Maturity, upon redemption (including, without limitation, special mandatory redemption), upon required purchase, upon declaration or otherwise;

(iii) the failure by Issuer or Superior Energy to comply with its obligation under "—Certain covenants—Merger and consolidation" above;

(iv) the failure by Issuer or Superior Energy to comply for 30 days after notice with any of its obligations in the covenant described above under "Change of control" (other than a failure to purchase the Notes, which constitutes an Event of Default under clause (2) above);

(v) the failure by Superior Energy, Issuer or a Subsidiary to comply for 60 days after notice with its other agreements contained in the Indenture;

(vi) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Superior Energy, Issuer

or any of their Subsidiaries (or the payment of which is guaranteed by Superior Energy, Issuer or any of their Subsidiaries), whether such Indebtedness or Guarantee now exists, or is created after the date of the Indenture, if that default:

i) is caused by a failure to pay principal of, or interest or premium, if any, on, such Indebtedness which aggregates $30.0 million or more prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a *"Payment Default");* or

ii) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $30.0 million or more (the *"Cross Acceleration Provision"), provided* that in connection with any series of Convertible Notes, (a) any conversion of such Indebtedness by a holder thereof into shares of Common Stock, cash or a combination of cash and shares of Common Stock, (b) the rights of holders of such Indebtedness to convert into shares of Common Stock, cash or a combination of cash and shares of Common Stock and (c) the rights of holders of such Indebtedness to require any repurchase by Superior Energy or Issuer of such Indebtedness in cash upon a fundamental change shall not, in itself, constitute an Event of Default under this clause (6);

(vii) certain events of bankruptcy or insolvency described in the Indenture with respect to Superior Energy, Issuer or any of their Subsidiaries that is a Significant Subsidiary or any group of Subsidiaries that, when taken together, would constitute a Significant Subsidiary (the *"Bankruptcy Provisions");*

(viii) any judgment or decree for the payment of money in excess of $30.0 million (excluding amounts covered by reputable and creditworthy insurance companies) is entered against Issuer, Superior Energy or a Significant Subsidiary or any group of Subsidiaries that, when taken together, would constitute a Significant Subsidiary, remains outstanding for a period for 60 consecutive days following such judgment and is not discharged, waived or stayed within 10 days after notice (the *"Judgment Default Provision");* or

(ix) a Note Guarantee ceases to be in full force and effect (other than in accordance with the terms of the Note Guarantee), or Superior Energy or a Subsidiary Guarantor denies or disaffirms its obligations under its Note Guarantee.

However, a default under clauses (4), (5), (8) and (9) will not constitute an Event of Default until the Trustee or the holders of 25% in principal amount of the outstanding Notes notify Issuer, Superior Energy or the relevant Subsidiary, as the case may be, and the Trustee of the default and Issuer, Superior Energy or the relevant Subsidiary, as the case may be, does not cure such default within the time specified after receipt of such notice.

If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of the Notes then outstanding may declare the principal of and accrued but unpaid interest, on all the Notes to be due and payable. Upon such a declaration, such principal and interest shall be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of Issuer, Superior Energy or any Subsidiary that is a Significant Subsidiary or any group of Subsidiaries that, when taken together, would constitute a Significant Subsidiary occurs and is continuing, the principal of, interest on all the Notes will ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the Notes then outstanding may rescind any such acceleration with respect to the Notes and its consequences.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default occurs and is continuing, the Trustee is under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the holders of the Notes unless such holders have offered to the Trustee indemnity or security satisfactory to it against any loss, liability or expense. Except to enforce the right to

receive payment of principal, premium, if any, and interest when due, no Holder may pursue any remedy with respect to the Indenture or the Notes unless:

(i) such Holder has previously given the Trustee notice that an Event of Default is continuing;

(ii) Holders of at least 25% in principal amount of the Notes then outstanding have requested the Trustee to pursue the remedy;

(iii) such Holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense;

(iv) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and

(v) Holders of a majority in principal amount of the Notes then outstanding have not given the Trustee a direction inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the Notes then outstanding are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holders of a Note (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not any such directions are unduly prejudicial to such Holders) or that would involve the Trustee in personal liability.

If a Default occurs, is continuing and is actually known to a responsible officer of the Trustee, the Trustee must mail to each Holder of the Notes notice of the Default within 90 days after it obtains such knowledge. Except in the case of a Default in the payment of principal of, or interest on any Note, the Trustee may withhold notice if and so long as its trust officers determines that withholding notice is in the interest of the Holders of the Notes.

No personal liability of directors, officers, employees and stockholders

No director, officer, manager, employee, incorporator, organizer, stockholder or member of Issuer or any Guarantor, as such, will have any liability for any obligations of Issuer or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Amendments and waivers

Except as provided in the next two succeeding paragraphs, the Indenture or the Notes or the Note Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing Default or Event of Default or compliance with any provision of the Indenture or the Notes or the Note Guarantees may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes).

Without the consent of each Holder affected, an amendment, supplement or waiver may not (with respect to any Notes held by a non-consenting Holder):

(i) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(ii) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes (other than provisions relating to the covenant described above under the caption "—Change of control");

(iii) reduce the rate of or change the time for payment of interest, including default interest, on any Note;

(iv) waive a Default or Event of Default in the payment of principal of, or interest or premium, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(v) make any Note payable in money other than that stated in the Notes;

(vi) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of, or interest or premium on, the Notes;

(vii) waive a redemption payment with respect to any Note (other than provisions relating to the covenant described above under the caption "—Change of control");

(viii) release any Guarantor from any of its obligations under its Note Guarantee or the Indenture, except in accordance with the terms of the Indenture; or

(ix) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any Holder, Issuer, the Guarantors and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees:

(i) to cure any ambiguity, defect or inconsistency;

(ii) to provide for uncertificated Notes in addition to or in place of Certificated Notes;

(iii) to provide for the assumption of Issuer's or a Guarantor's obligations to Holders and Note Guarantees in the case of a merger or consolidation or sale of all or substantially all of Issuer's or such Guarantor's assets, as applicable;

(iv) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under the Indenture of any such Holder;

(v) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(vi) to conform the text of the Indenture, the Note Guarantees or the Notes to any provision of this "Description of exchange notes" to the extent that such provision in this "Description of exchange notes" was intended to be a verbatim recitation of a provision of the Indenture, the Note Guarantees or the Notes;

(vii) to provide for the issuance of Additional Notes in accordance with the limitations set forth in the Indenture as of the date of the Indenture;

(viii) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes; or

(ix) to comply with the rules of DTC or any other applicable depository.

Any supplemental indenture for the purpose of permitting any existing or future Subsidiary of the Issuer to provide a Guarantee may be signed by the Issuer, Superior Energy, the Subsidiary providing the Guarantee, and the Trustee.

Legal defeasance and covenant defeasance

Issuer may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, elect to have all of its obligations discharged with respect to the outstanding Notes and all obligations of the Guarantors discharged with respect to their Note Guarantees *("Legal Defeasance")* except for:

(i) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, or interest or premium on, such Notes when such payments are due from the trust referred to below;

(ii) Issuer's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(iii) the rights, powers, trusts, duties and immunities of the Trustee, and Issuer's and the Guarantors' obligations in connection therewith; and

(iv) the Legal Defeasance and Covenant Defeasance provisions of the Indenture.

In addition, Issuer may, at its option and at any time, elect to have the obligations of Issuer and the Guarantors released with respect to certain covenants (including its obligation to make Change of Control Offers) that are described in the Indenture *("Covenant Defeasance")* and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "—Defaults" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(i) Issuer must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders of the Notes, cash in U.S. dollars, non-callable Government Securities, or a combination of cash in U.S. dollars and non-callable Government Securities, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants delivered to the Trustee, to pay the principal of, or interest and premium on, the outstanding Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and Issuer must specify whether the Notes are being defeased to such stated date for payment or to a particular redemption date;

(ii) in the case of Legal Defeasance, Issuer must deliver to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that (a) Issuer has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel will confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(iii) in the case of Covenant Defeasance, Issuer must deliver to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(iv) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which Issuer or any Guarantor is a party or by which Issuer or any Guarantor is bound;

(v) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the Indenture) to which Issuer or any of its Subsidiaries is a party or by which Issuer or any of its Subsidiaries is bound;

(vi) Issuer must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by Issuer with the intent of preferring the Holders over the other creditors of Issuer with the intent of defeating, hindering, delaying or defrauding any creditors of Issuer or others; and

(vii) Issuer must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Satisfaction and discharge

The Indenture will be discharged and will cease to be of further effect as to all Notes issued thereunder, when:

(i) either:

i) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to Issuer, have been delivered to the Trustee for cancellation; or

ii) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and Issuer or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, U.S. Government Obligations, or a combination of cash in U.S. dollars and U.S. Government Obligations in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(ii) no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which Issuer or any Guarantor is a party or by which Issuer or any Guarantor is bound;

(iii) Issuer or any Guarantor has paid or caused to be paid all sums payable by it under the Indenture; and

(iv) Issuer has delivered irrevocable instructions to the Trustee under the Indenture to apply the deposited money toward the payment of the Notes at maturity or on the redemption date, as the case may be.

In addition, Issuer must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the trustee

If the Trustee becomes a creditor of Issuer or any Guarantor, the Indenture limits the right of the Trustee to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise as provided in the Trust Indenture Act. The Trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest (as defined in the Trust Indenture Act) it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as Trustee (if the Indenture has been qualified under the Trust Indenture Act) or resign.

The Holders of a majority in aggregate principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the

Trustee, subject to certain exceptions. The Indenture provides that in case an Event of Default occurs and is continuing, the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs under the circumstances. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder, unless such Holder has offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

The Trustee (including in its capacities as paying agent or registrar) shall have no responsibility to determine if a Change of Control has occurred.

Governing law; jury trial waiver

The Indenture and the outstanding notes are, and the exchange notes will be, governed by and construed in accordance with, the laws of the State of New York. The Indenture provides that the Issuer, the Guarantors and the Trustee, and each holder of a Note by its acceptance thereof, irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, the Notes or any transaction contemplated thereby.

Book-entry settlement and clearance

The global notes

The exchange notes will be issued in the form of one or more global notes (the "global notes"). Upon issuance, each of the global notes will be deposited with the trustee as custodian for The Depository Trust Company ("DTC") and registered in the name of Cede & Co., as nominee of DTC.

Ownership of beneficial interests in each global note will be limited to persons who have accounts with DTC ("DTC participants") or persons who hold interests through DTC participants. We expect that under procedures established by DTC:

- upon deposit of each global note with DTC's custodian, DTC will credit portions of the principal amount of the global note to the accounts of the DTC participants designated by the exchange agent; and
- ownership of beneficial interests in each global note will be shown on, and transfer of ownership of those interests will be effected only through, records maintained by DTC (with respect to interests of DTC participants) and the records of DTC participants (with respect to other owners of beneficial interests in the global note).

Beneficial interests in the global notes may not be exchanged for notes in physical, certificated form except in the limited circumstances described below. The global notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee.

Book-entry procedures for the global notes

All interests in the global notes will be subject to the operations and procedures of DTC, Euroclear and Clearstream. We provide the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of each settlement system are controlled by that settlement system and may be changed at any time. Neither we, the trustee, nor the exchange agent are responsible for those operations or procedures. DTC has advised us that it is:

- a limited purpose trust company organized under the laws of the State of New York;
- a "banking organization" within the meaning of the New York State Banking Law;
- a member of the Federal Reserve System;

- a “clearing corporation” within the meaning of the New York Uniform Commercial Code; and
- a “clearing agency” registered under Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between its participants through electronic book-entry changes to the accounts of its participants. DTC’s participants include securities brokers and dealers; banks and trust companies; clearing corporations and other organizations. Indirect access to DTC’s system is also available to others such as banks, brokers, dealers and trust companies; these indirect participants clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. Investors who are not DTC participants may beneficially own securities held by or on behalf of DTC only through DTC participants or indirect participants in DTC.

So long as DTC’s nominee is the registered owner of a global note, that nominee will be considered the sole owner or holder of the notes represented by that global note for all purposes under the indenture. Except as provided below, owners of beneficial interests in a global note:

- will not be entitled to have notes represented by the global note registered in their names;
- will not receive or be entitled to receive physical, certificated notes; and
- will not be considered the owners or holders of the Notes under the Indenture for any purpose, including with respect to receiving notices or the giving of any direction, instruction or approval to the trustee under the Indenture.

As a result, each investor who owns a beneficial interest in a global note must rely on the procedures of DTC to exercise any rights of a holder of Notes under the Indenture (and, if the investor is not a participant or an indirect participant in DTC, on the procedures of the DTC participant through which the investor owns its interest).

Payments of principal, premium (if any) and interest with respect to the Notes represented by a global note will be made by the trustee to DTC’s nominee as the registered holder of the global note. Neither we nor the trustee will have any responsibility or liability for the payment of amounts to owners of beneficial interests in a global note, for any aspect of the records relating to or payments made on account of those interests by DTC, or for maintaining, supervising or reviewing any records of DTC relating to those interests.

Payments by participants and indirect participants in DTC to the owners of beneficial interests in a global note will be governed by standing instructions and customary industry practice and will be the responsibility of those participants or indirect participants and DTC.

Transfers between participants in DTC will be effected under DTC’s procedures and will be settled in same-day funds. Transfers between participants in Euroclear or Clearstream will be effected in the ordinary way under the rules and operating procedures of those systems.

Cross-market transfers between DTC participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected within DTC through the DTC participants that are acting as depositaries for Euroclear and Clearstream. To deliver or receive an interest in a global note held in a Euroclear or Clearstream account, an investor must send transfer instructions to Euroclear or Clearstream, as the case may be, under the rules and procedures of that system and within the established deadlines of that system. If the transaction meets its settlement requirements, Euroclear or Clearstream, as the case may be, will send instructions to its DTC depositary to take action to effect final settlement by delivering or receiving interests in the relevant global notes in DTC, and making or receiving payment under normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the DTC depositaries that are acting for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant that purchases an interest in a global note from a DTC participant will be credited on the business day for Euroclear or Clearstream immediately following the DTC settlement date. Cash received in Euroclear or Clearstream from the sale of an interest in a global note to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Euroclear or Clearstream cash account as of the business day for Euroclear or Clearstream following the DTC settlement date.

DTC, Euroclear and Clearstream have agreed to the above procedures to facilitate transfers of interests in the global notes among participants in those settlement systems. However, the settlement systems are not obligated to perform these procedures and may discontinue or change these procedures at any time. Neither we nor the trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream or their participants or indirect participants of their obligations under the rules and procedures governing their operations.

Certificated notes

Notes in physical, certificated form will be issued and delivered to each person that DTC identifies as a beneficial owner of the related notes only if:

- DTC notifies us at any time that it is unwilling or unable to continue as depositary for the global notes and a successor depositary is not appointed within 90 days;
- DTC ceases to be registered as a clearing agency under the Exchange Act and a successor depositary is not appointed within 90 days;
- we, at our option, notify the trustee that we elect to cause the issuance of certificated notes; or
- certain other events provided in the indenture should occur.

Additional information

Anyone who receives this prospectus may obtain a copy of the Indenture without charge by writing to Superior Energy Services, Inc., 1001 Louisiana Street, Suite 2900, Houston, Texas 77002, Attention: Corporate Secretary.

Notices

Notices given by publication will be deemed given on the first date on which publication is made, and notices given by first-class mail, postage prepaid, will be deemed given five calendar days after mailing, *provided* that notices to the Trustee shall be deemed received only upon actual receipt. Notwithstanding any other provision of the Indenture or any Note, where the Indenture or any Note provides for notice of any event (including any notice of redemption) to any Holder of an interest in a global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to DTC or any other applicable depositary for such Note (or its designee) according to the applicable procedures of DTC or such depositary.

Certain definitions

"Affiliate" of any specified Person means (1) any other Person, directly or indirectly, controlling or controlled by, or (2) under direct or indirect common control with, such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. For purposes of the covenant described under "—Certain covenants—Limitation on restricted payments" only, "Affiliate" shall also mean any beneficial owner of Capital Stock representing 10% or more of the total voting power of the Voting Stock (on a fully diluted basis) of Superior Energy or of rights or warrants to purchase such Capital Stock (whether or not currently exercisable) and any Person who would be an Affiliate of any such beneficial owner pursuant to the first sentence hereof.

"*Applicable Premium*" means, as determined by Issuer, with respect to any Note on any redemption date, the greater of:

(a) 1.0% of the principal amount of the Note; and

(b) the excess of:

(i) the present value at such redemption date of (i) the redemption price of the Note at September 15, 2020, (such redemption price being set forth in the table appearing above under the caption "— Optional redemption") plus (ii) all required interest payments due on the Note through September 15, 2020, (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(ii) the then-outstanding principal amount of the Note, if greater.

"*Attributable Debt*" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/ Leaseback Transaction (including any period for which such lease has been extended).

"*Average Life*" means, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the quotient obtained by dividing (1) the sum of the products of numbers of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment by (2) the sum of all such payments.

"*Bankruptcy Provisions*" has the meaning set forth above under the caption "—Defaults."

"*Board of Directors*" means:

(a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(b) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(c) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(d) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Business Day*" means each day other than a Saturday, Sunday or a day on which commercial banking institutions are authorized or required by law to close in New York City.

"*Capital Lease Obligation*" means an obligation that is required to be classified and accounted for as a capital lease for financial reporting purposes in accordance with GAAP, and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty.

"*Capital Stock*" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity. Notwithstanding the foregoing, any Permitted Bond Hedge or Permitted Warrant transaction will not be considered "Capital Stock."

"*Change of Control*" has the meaning set forth above under the caption "Change of control."

"*Change of Control Offer*" has the meaning set forth above under the caption "Change of control."

"*Change of Control Payment*" has the meaning set forth above under the caption "Change of control."

"*Change of Control Payment Date*" has the meaning set forth above under the caption "Change of control."

"*Common Stock*" means with respect to any Person, any and all shares, interest or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock, whether or not outstanding on the Issue Date, and includes, without limitation, all series and classes of such common stock.

"*Consolidated Net Income*" means, for any period, the net income of Superior Energy, Issuer and their consolidated Subsidiaries; *provided, however,* that there shall not be included in such Consolidated Net Income to the extent included in computing such net income (without duplication):

(a) any net income of any Person (other than Issuer) if such Person is not a Subsidiary, except that (A) subject to the exclusion contained in clauses (3) and (5) below, Issuer's equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to Superior Energy, Issuer or a Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution paid to a Subsidiary, to the limitations contained in clause (2) below) and (B) Superior Energy's or Issuer's equity in a net loss of any such Person for such period shall be included in determining such Consolidated Net Income;

(b) any net income of any Subsidiary to the extent that, directly or indirectly, the declaration or payment of dividends or the making of similar distributions by such Subsidiary, directly or indirectly, to Issuer or Superior Energy, of that net income (or loss) is not at the date of determination permitted without prior government approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its organizational documents and all agreements except that Superior Energy's or Issuer's equity in a net loss of any such Subsidiary for such period shall be included in determining such Consolidated Net Income;

(c) any gain (or loss) realized upon the sale or other disposition of any assets of Superior Energy, Issuer or their consolidated Subsidiaries (including pursuant to any sale-and-leaseback arrangement) which is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any Capital Stock of any Person;

(d) effects of adjustments (including the effects of such adjustments pushed down to Superior Energy, Issuer and their Subsidiaries) in such Person's consolidated financial statements, including adjustments to the inventory, property and equipment, software and other intangible assets (including favorable and unfavorable leases and contracts), deferred revenue and debt line items in such Person's consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to any consummated acquisition or the amortization or write-off or write-down of any amounts thereof, net of taxes;

(e) any unrealized non-cash gains or losses in respect of Hedging Obligations (including those under Accounting Standards Codification 815);

(f) extraordinary gains or losses;

(g) any non-cash compensation charges in connection with stock options, restricted stock grants and similar employee benefit plans; and

(h) the cumulative effect of a change in accounting principles.

"*Consolidated Tangible Assets*" as of any date of determination, means the total amount of assets (less accumulated depreciation and amortization, allowances for doubtful receivables, other applicable reserves and

other properly deductible items) which would appear on a consolidated balance sheet of Superior Energy, Issuer and their Subsidiaries, determined on a consolidated basis in accordance with GAAP, after deducting therefrom, to the extent otherwise included, the amounts of:

(a) minority interests in such consolidated Subsidiaries held by Persons other than Superior Energy, Issuer or a Subsidiary;

(b) cash set apart and held in a sinking or other analogous fund established for the purpose of redemption or other retirement of Indebtedness or Capital Stock; and

(c) all goodwill, trade names, trademarks, patents, organization expense, unamortized debt discount and expense and other similar intangibles properly classified as intangibles in accordance with GAAP; in each case after giving *pro forma* effect, in accordance with GAAP, to any acquisition (whether effected as a merger, stock purchase, asset acquisition or other purchase), Investment or asset disposition occurring on or after the date of such consolidated balance sheet as if such transaction had occurred immediately prior to such balance sheet date, it being understood that for the avoidance of doubt, such transaction need not have actually been included in the most recent consolidated financial statements of Superior Energy and its Subsidiaries that have been provided to the Holders pursuant to the Indenture preceding the date of such transaction.

"*Convertible Notes*" means Indebtedness of Superior Energy that is optionally convertible into Common Stock of Superior Energy (and/or cash based on the value of such Common Stock) and/or Indebtedness of a Subsidiary of Superior Energy (including Issuer) that is optionally exchangeable for Common Stock of Superior Energy (and/or cash based on the value of such Common Stock).

"*Covenant Defeasance*" has the meaning set forth above under the caption "—Legal defeasance and covenant defeasance."

"*Credit Agreement*" means the Fifth Amended and Restated Credit Agreement, dated October 20, 2017, among SESI, L.L.C., Superior Energy Services, Inc., JPMorgan Chase Bank, N.A. and the lenders party thereto, as amended, restated, modified, renewed, refunded, replaced (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Cross Acceleration Provision*" has the meaning set forth above under the caption "—Defaults."

"*Currency Agreement*" *means* in respect of a Person any foreign exchange contract, currency swap agreement or other similar agreement designed to protect such Person against fluctuations in currency values.

"*De Minimis Indebtedness*" means a principal amount of Indebtedness that does not exceed $5.0 million.

"*Debt Facilities*" means, one or more debt facilities (including, without limitation, the Credit Agreement) or commercial paper facilities, in each case, with banks or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or issuances of debt securities evidenced by notes, debentures, bonds or similar instruments, in each case, as amended, restated, modified, renewed, refunded, replaced (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or

upon the happening of any event (1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (2) is convertible or exchangeable for Indebtedness or Disqualified Stock or (3) is mandatorily redeemable or must be purchased upon the occurrence of certain events or otherwise, in whole or in part, in each case on or prior to the first anniversary of the Stated Maturity of the Notes; *provided, however,* that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of a "change of control" occurring prior to the first anniversary of the Stated Maturity of the Notes shall not constitute Disqualified Stock if (i) the "change of control" provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the provisions described under "Change of control" and (ii) any such requirement only becomes operative after compliance with such terms applicable to the Notes, including the purchase of any Notes tendered pursuant thereto.

"*DTC*" means The Depository Trust Company.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Foreign Subsidiary*" means any Subsidiary not created or organized in the United States of America or any State thereof or the District of Columbia.

"*GAAP*" means generally accepted accounting principles in the United States of America, which are in effect on the Issue Date, including those set forth in (1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, (2) statements and pronouncements of the Financial Accounting Standards Board, (3) such other statements by such other entity as approved by a significant segment of the accounting profession and (4) the rules and regulations of the SEC governing the inclusion of financial statements (including *pro forma* financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC.

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any Person and any obligation, direct or indirect, contingent or otherwise, of such Person

(a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise) or

(b) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided, however,* that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"*Guarantor*" means Superior Energy and each Subsidiary that provides a Note Guarantee on or after the Issue Date in accordance with the Indenture; *provided* that upon release or discharge of Superior Energy or such Subsidiary from its Note Guarantee in accordance with the Indenture, such Subsidiary or Superior Energy ceases to be a Guarantor.

"*Hedging Agreement*" means any oil and natural gas hedging agreement and any other agreement or arrangement designed to protect Superior Energy, Issuer or any Subsidiary against fluctuations in oil and natural gas prices.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Hedging Agreement.

"*Holder*" means the Person in whose name a Note is registered on the Registrar's books.

"*Incur*" means issue, assume, Guarantee, incur or otherwise become liable for; *provided, however,* that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning.

"*Indebtedness*" means, with respect to any Person on any date of determination (without duplication):

(a) the principal in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, including, in each case, any premium on such indebtedness to the extent such premium has become due and payable;

(b) all Capital Lease Obligations of such Person and all Attributable Debt in respect of Sale/Leaseback Transactions entered into by such Person;

(c) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable arising in the ordinary course of business);

(d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (1) through (3) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following payment on the letter of credit);

(e) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock of such Person or, with respect to any Non-Guarantor Subsidiary of such Person, the liquidation preference with respect to, any Preferred Stock (but excluding, in each case, any accrued dividends);

(f) all obligations of the type referred to in clauses (1) through (5) of other Persons and all dividends of other Persons for the payment of which, in either case, such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Guarantee;

(g) all obligations of the type referred to in clauses (1) through (6) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the value of such property or assets and the amount of the obligation so secured; and

(h) any net Hedging Obligations of such Person;

if and to the extent any of the preceding items (other than the items described in the preceding clauses (4), (6), (7) and (8)) would appear on the liability side of a balance sheet of the specified Person prepared in accordance with GAAP. The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability, upon the occurrence of the contingency giving rise to the obligation, of any contingent obligations at such date. Indebtedness shall not include obligations of any Person resulting from its endorsement of negotiable instruments for collection in the ordinary course of business. For the avoidance of doubt, obligations of any Person under a Permitted Bond Hedge or a Permitted Warrant shall not be deemed to be "Indebtedness."

"*Indenture*" has the meaning set forth above in the initial paragraph under the heading "Description of exchange notes."

"*Interest Rate Agreement*" means in respect of a Person any interest rate swap agreement, interest rate cap agreement or other financial agreement or arrangement designed to protect such Person against fluctuations in interest rates.

"*Investment*" in any Person means any direct or indirect advance, loan (other than advances to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extensions of credit (including by way of Guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by such Person. Notwithstanding the foregoing, any Permitted Bond Hedge or Permitted Warrant transaction will not be considered an "Investment."

"*Issue Date*" means August 17, 2017.

"*Judgment Default Provision*" has the meaning set forth above under the caption "—Defaults."

"*Legal Defeasance*" has the meaning set forth above under the caption "—Legal defeasance and covenant defeasance."

"*Lien*" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statute) of any jurisdiction).

"*Net Cash Proceeds*" means, with respect to any issuance or sale of Capital Stock, the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net taxes paid or payable as a result thereof.

"*Non-Guarantor Subsidiary*" means any Subsidiary that is not a Subsidiary Guarantor.

"*Note Guarantee*" means, individually, any Guarantee of payment of the Notes and Issuer's other Obligations under the Indenture by a Guarantor pursuant to the terms of the Indenture and any supplemental indenture thereto, and, collectively, all such Guarantees.

"*Obligations*" means any principal, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), other monetary obligations, penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), damages and other liabilities, and Guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, payable under the documentation governing any Indebtedness.

"*Officer*" means the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of any Person or, in the event that such Person is a partnership or a limited liability company that has no such officers, a person duly authorized under applicable law by the general partner, managers, members or a similar body to act on behalf of such Person.

"*Officers' Certificate*" means a certificate signed by two Officers of Issuer, one of whom is the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer, or by an Officer and either an Assistant Treasurer or an Assistant Secretary of Issuer.

"*Opinion of Counsel*" means a written opinion from legal counsel. The counsel may be an employee of or counsel to Issuer or any Subsidiary of Issuer.

"*Permitted Bond Hedge*" means any call options or capped call options referencing Superior Energy's Common Stock purchased by Issuer concurrently with the issuance of Convertible Notes to hedge the Superior Energy's or any Subsidiary issuer's (including Issuer) obligations under such Indebtedness.

"*Permitted Liens*" means, with respect to any Person:

(a) pledges or deposits by such Person under worker's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(b) carriers', operator's, warehousemen's, repairmen, mechanics' and other similar Liens arising in the ordinary course of business;

(c) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith and by appropriate proceedings;

(d) Liens to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other similar instruments incurred in the ordinary course of its business;

(e) Liens in favor of collecting or payor banks having a right or setoff, revocation, refund or chargeback;

(f) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties;

(g) Liens securing Indebtedness Incurred to finance the construction, purchase or lease of, or repairs, improvements or additions to, property, plant or equipment of such Person; *provided, however,* that the Lien may not extend to any other property owned by such Person or any of its Subsidiaries at the time the Lien is Incurred (other than assets and property affixed or appurtenant thereto or the proceeds or products of such property, plant or equipment), and the Indebtedness (other than any interest thereon) secured by the Lien may not be Incurred more than 180 days after the later of the acquisition, completion or construction, repair, improvement, addition or commencement of full operation of the property subject to the Lien;

(h) Liens existing on the Issue Date (other than Liens securing Obligations under the Credit Agreement);

(i) Liens on property or shares of Capital Stock of another Person at the time such other Person becomes a Subsidiary of such Person; *provided, however,* that the Liens may not extend to any other property owned by such Person or any of its Subsidiaries (other than assets and property affixed or appurtenant thereto);

(j) Liens on property at the time such Person or any of its Subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such Person or a Subsidiary of such Person; *provided, however,* that the Liens may not extend to any other property owned by such Person or any of its Subsidiaries (other than assets and property affixed or appurtenant thereto);

(k) Liens securing Indebtedness or other obligations of a Subsidiary of such Person owing to such Person or a Wholly Owned Subsidiary of such Person;

(l) Liens securing Hedging Obligations in each case incurred in the ordinary course of business and not for speculative purposes;

(m) Liens on Superior Energy's, Issuer's or a Subsidiary's Investment in another Person securing Indebtedness of that Person as long as any such Indebtedness is not assumed or otherwise guaranteed by Superior Energy, Issuer or any Subsidiary;

(n) Liens to secure any Refinancing (or successive Refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (7), (8), (9), (10) or (13); *provided, however,* that:

(A) such new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

(B) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clauses (7), (8), (9), (10) or (13) at the time the original Lien became a Permitted Lien and (y) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(o) Liens securing Indebtedness Incurred under Debt Facilities; *provided, however*, that after giving effect to such Incurrence, the aggregate principal amount of all Indebtedness incurred under this clause (15) (with letters of credit and bankers' acceptances, if any, being deemed to have a principal amount equal to the maximum potential liability thereunder) and then outstanding does not exceed the greater of (A) $400.0 million and (B) the amount equal to 17.5% of Consolidated Tangible Assets as of the end of the most recent fiscal quarter for which consolidated financial statements of Superior Energy and its Subsidiaries have been provided to the Holders pursuant to the Indenture immediately preceding the date of such Incurrence; and

(p) Liens securing Indebtedness in an aggregate principal amount outstanding at any one time not to exceed $50.0 million.

"*Permitted Warrant*" means any call option in respect of Superior Energy's Common Stock sold by Superior Energy concurrently with the issuance of Convertible Notes.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"*Preferred Stock*", as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*principal*" of a Note means the principal of the Note plus the premium, if any, payable on the Note which is due or overdue or is to become due at the relevant time.

"*Public Equity Offering*" means an underwritten primary public offering of Capital Stock of Superior Energy

(other than Disqualified Stock) pursuant to an effective registration statement under the Securities Act (other than a registration statement on Form S-4 or Form S-8 or otherwise relating to equity securities issuable under any employee benefit plan of Superior Energy), to the extent the Net Cash Proceeds are contributed to Issuer.

"*Refinance*" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such indebtedness. "Refinanced" and "Refinancing" shall have correlative meanings.

"*Refinancing Indebtedness*" means Indebtedness that Refinances any Indebtedness of Superior Energy, Issuer or any Subsidiary existing on the Issue Date or Incurred in compliance with the Indenture, including Indebtedness that Refinances Refinancing Indebtedness; *provided, however,* that (1) such Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced, (2) such Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being Refinanced, (3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding or committed (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced; (4) to the extent such Refinancing Indebtedness refinances (i) Indebtedness subordinated or *pari passu* to the Notes or any Note Guarantee, such Refinancing Indebtedness is subordinated or *pari passu* to the Notes or such Note Guarantee at least to the same extent as the Indebtedness being refinanced or refunded; *provided further, however,* that Refinancing Indebtedness shall not include (A) Indebtedness of a Non-Guarantor Subsidiary that Refinances Indebtedness of Issuer or (B) Indebtedness of a Non-Guarantor Subsidiary that Refinances Indebtedness of a Guarantor.

"*Registration Rights Agreement*" means that certain Registration Rights Agreement dated as of the Issue Date by and among Issuer, the Guarantors and the initial purchasers set forth therein and, with respect to any Additional Notes, one or more substantially similar registration rights agreements among Issuer and the other parties thereto, as such agreements may be amended from time to time.

"*Restricted Payment*" with respect to any Person means:

(a) the declaration or payment of any dividends or any other distributions of any sort in respect of its Capital Stock (including any payment in connection with any merger or consolidation involving such Person) or similar payment to the direct or indirect holders of its Capital Stock (other than dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock) and dividends or distributions payable solely to Superior Energy, Issuer or a Subsidiary, and other than pro rata dividends or other distributions made by a Subsidiary that is not a Wholly Owned Subsidiary to minority stockholders (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

(b) the purchase, redemption or other acquisition or retirement for value of any Capital Stock of Superior Energy or Issuer held by any Person (other than Superior Energy, Issuer or a Subsidiary) or of any Capital Stock of a Subsidiary held by any Affiliate of Superior Energy or Issuer (other than a Subsidiary), including the exercise of any option to exchange any Capital Stock (other than into Capital Stock of Superior Energy that is not Disqualified Stock); or

(c) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Subordinated Obligations of such Person (other than the purchase, repurchase or other acquisition of Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such purchase, repurchase or other acquisition).

"*Sale/Leaseback Transaction*" means an arrangement relating to property owned by Superior Energy, Issuer or a Subsidiary on the Issue Date or thereafter acquired by Superior Energy, Issuer or a Subsidiary whereby Superior Energy, Issuer or a Subsidiary transfers such property to a Person and Superior Energy, Issuer or a Subsidiary leases it from such Person.

"*SEC*" means the Securities and Exchange Commission.

"*Secured Indebtedness*" means any Indebtedness of Superior Energy, Issuer or their Subsidiaries that is secured by a Lien.

"*Significant Subsidiary*" means any Subsidiary that would be a "Significant Subsidiary" of Issuer within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC, as such regulation is in effect on the date of the Indenture.

"*Stated Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"*Subordinated Obligation*" means with respect to a Person, any Indebtedness of such Person (whether outstanding on the Issue Date or thereafter Incurred) which is subordinate or junior in right of payment to the Notes or a Note Guarantee of such Person, as the case may be, pursuant to a written agreement to that effect.

"*Subsidiary*" means, with respect to any Person, (1) any corporation, limited liability company, association or other business entity of which more than 50% of the total voting power of shares of Voting Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (A) such Person, (B) such Person and one or more Subsidiaries of such Person or (C) one or more Subsidiaries of such Person, and (2) any partnership (A) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (B) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

"*Subsidiary Guarantor*" means any Guarantor that is a Subsidiary of Superior Energy or Issuer.

"*Successor Company*" has the meaning set forth above under the caption "—Certain covenants—Merger and consolidation."

"*Superior Energy*" means Superior Energy Services, Inc., a Delaware corporation, and any successor corporation.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to September 15, 2020; *provided*, *however*, that if the period from the redemption date to September 15, 2020, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Trust Indenture Act*" has the meaning set forth above in the initial paragraph under the heading "Description of exchange notes."

"*Trustee*" has the meaning set forth above in the initial paragraph under the heading "Description of exchange notes."

"*U.S. Government Obligations*" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable at Issuer's option.

"*Voting Stock*" of a Person means all classes of Capital Stock or other interest (including partnership interests) of such person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"*Wholly Owned Subsidiary*" means a Subsidiary all the Capital Stock of which (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than Issuer or a Wholly Owned Subsidiary) is owned by Issuer or one or more Wholly Owned Subsidiaries.

Material U.S. Federal Income Tax Consequences

The following discussion summarizes the material U.S. federal income tax consequences of the exchange of the outstanding notes for the exchange notes pursuant to the exchange offer, but does not purport to be a complete analysis of all potential tax effects relating thereto. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the "IRS"), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a holder of the outstanding notes or the exchange notes. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the exchange of the outstanding notes for the exchange notes pursuant to the exchange offer.

This discussion does not address all U.S. federal income tax consequences relevant to a holder's particular circumstances, including the impact of the Medicare contribution tax on net investment income or any alternative minimum tax consequences. In addition, it does not address consequences relevant to holders subject to special rules, including, without limitation:

- U.S. expatriates and former citizens or long-term residents of the United States;
- United States persons (as defined in the Code) whose functional currency is not the U.S. dollar;
- persons holding the outstanding notes or exchange notes as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;
- banks, insurance companies, and other financial institutions;
- real estate investment trusts or regulated investment companies;
- brokers, dealers or traders in securities;
- "controlled foreign corporations," "passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;
- S corporations, partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and investors therein);
- tax-exempt organizations or governmental organizations; and
- persons deemed to sell the outstanding notes or exchange notes under the constructive sale provisions of the Code.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE EXCHANGE OF THE OUTSTANDING NOTES FOR THE EXCHANGE NOTES ARISING UNDER OTHER U.S. FEDERAL TAX LAWS (INCLUDING ESTATE AND GIFT TAX LAWS), UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

Exchange Pursuant to the Exchange Offer

The exchange of outstanding notes for exchange notes pursuant to the exchange offer will not be treated as an "exchange" for U.S. federal income tax purposes, because the exchange notes will not be considered to differ

materially in kind or extent from the outstanding notes. Accordingly, the exchange of outstanding notes for exchange notes will not be a taxable event to holders for U.S. federal income tax purposes. Moreover, the exchange notes will have the same tax attributes as the outstanding notes exchanged therefor and the same tax consequences to holders as the outstanding notes have to holders, including without limitation, the same issue price, adjusted tax basis and holding period.

Plan of Distribution

Based on interpretations by the staff of the SEC in no-action letters issued to third parties, we believe that you may transfer exchange notes issued in the exchange offer in exchange for the outstanding notes if:

- you acquire the exchange notes in the ordinary course of your business; and
- you are not engaged in, and do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of such exchange notes.

You may not participate in the exchange offer if you are:

- an “affiliate” of ours within the meaning of Rule 405 under the Securities Act; or
- a broker-dealer that acquired outstanding notes directly from us.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired as a result of market-making activities or other trading activities. We have agreed that, starting on the expiration date for the exchange offer and ending on the close of business 180 days after such expiration date, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

We will not receive any proceeds from any sale of the exchange notes by brokers-dealers. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an “underwriter” within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For such period of time as any broker-dealer subject to the prospectus delivery requirements of the Securities Act must comply with such requirements, from the date on which the exchange offer is consummated, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer other than commissions or concessions of any brokers or dealers and will indemnify the holders of the exchange notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

Legal Matters

The validity of the exchange notes and the related guarantees will be passed upon for us by Latham & Watkins LLP, Houston, Texas. Certain matters under Louisiana law will be passed upon by Jones Walker LLP, New Orleans, Louisiana.

Experts

The consolidated financial statements and schedule of Superior Energy Services, Inc. as of December 31, 2017 and 2016, and for each of the years in the three-year period ended December 31, 2017, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2017 have been incorporated by reference herein and in the registration statement in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

Where You Can Find More Information and Incorporation by Reference

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference room located at 100 F Street, N.E., Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room. Our SEC filings are also available to the public at the SEC's web site at www.sec.gov. You may also access the information we file electronically with the SEC through our website at www.superiorenergy.com. We have not and will not incorporate by reference into this prospectus the information included on, or linked from, our website, and any such information does not constitute a part of this prospectus. You may also inspect reports, proxy statements and other information about Superior Energy Services, Inc. at the offices of the New York Stock Exchange, 20 Broad Street, New York, NY 10005.

We "incorporate by reference" information into this prospectus, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained expressly in this prospectus. You should not assume that the information in this prospectus is current as of any date other than the date on the cover page of this prospectus. You should not assume that the information contained in the documents incorporated by reference in this prospectus is accurate as of any date other than the respective dates of such documents.

We incorporate by reference the documents listed below and any future filings we make with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act after the date of this prospectus and until the termination of this offering (excluding any information furnished and not filed with the SEC).

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on February 22, 2018;
- the information incorporated by reference into Part III of our Annual Report on Form 10-K for the fiscal year ended December 31, 2016, from our Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 12, 2017; and
- our Current Reports on Form 8-K, filed with the SEC on January 29, 2018.

We are also incorporating by reference all additional documents Superior Energy may file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date hereof and prior to the effectiveness of the registration statement of which this prospectus forms a part.

You can obtain copies of any of these documents without charge upon written or oral request by requesting them in writing or by telephone at:

Superior Energy Services, Inc.
1001 Louisiana Street, Suite 2900
Houston, Texas 77002
(713) 654-2200

The information incorporated by reference is considered to be part of this prospectus and information that we file later with the SEC will automatically update and may supersede information in this prospectus and information previously filed with the SEC.

Descriptions in this prospectus, including those contained in the documents incorporated by reference, of contracts and other documents are not necessarily complete and, in each instance, reference is made to the copies of these contracts and documents filed as exhibits to the documents incorporated by reference in this prospectus.

Table of Contents

SESI, L.L.C.

OFFER TO EXCHANGE

$500,000,000 of 7.75% Senior Notes due 2024 and Related Guarantees
That Have Not Been Registered Under the Securities Act of 1933

For

$500,000,000 of 7.75% Senior Notes due 2024 and Related Guarantees
That Have Been Registered Under the Securities Act of 1933

, 2018

PART II

Information Not Required in Prospectus

Item 20. Indemnification of Directors and Officers.

SESI, L.L.C.

Subject to any terms, conditions or restrictions set forth in the limited liability company agreement, Section 18-108 of the Delaware Limited Liability Company Act (the "DLLCA") empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Under the amended and restated limited liability agreement of SESI, L.L.C. ("SESI"), in most circumstances, SESI's members, directors and officers will be indemnified, to the fullest extent permitted by law, from and against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person.

Superior Energy has purchased insurance covering its officers and directors against liabilities asserted and expenses incurred in connection with their activities as officers and directors of SESI or any of its direct or indirect subsidiaries.

Superior Energy

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Section 145 of the Delaware General Corporation Law also provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of Delaware or such other court shall deem proper.

To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or

matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; provided that indemnification provided for by Section 145 or granted pursuant thereto shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and a corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

In addition, Section 102(b)(7) of the Delaware General Corporation Law permits Delaware corporations to include a provision in their certificates of incorporation eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provisions shall not eliminate or limit the liability of a director: (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) for unlawful payment of dividends or unlawful stock purchases or redemptions; or (iv) for any transactions from which the director derived an improper personal benefit.

Our certificate of incorporation contains provisions eliminating the personal liability of our directors for monetary damages for breaches of their fiduciary duties as directors to the fullest extent permitted by the Delaware General Corporation Law. In addition, our certificate of incorporation provides that if Delaware law is amended to authorize the further elimination or limitation of the liability of a director, then the liability of the directors shall be eliminated or limited to the fullest extent permitted by Delaware law, as amended. These provisions pertain only to breaches of duty by directors as directors and not in any other corporate capacity, such as officers, and limit liability only for breaches of fiduciary duties under Delaware corporate law and not for violations of other laws such as the federal securities laws.

Our certificate of incorporation also requires us to indemnify our directors, officers, employees and agents to the fullest extent permitted by the Delaware General Corporation Law against certain expenses and costs, judgments, settlements and fines incurred in the defense of any claim, including any claim brought by or in the right of the Company, to which they were made parties by reason of being or having been directors, officers, employees and agents.

Under Section 6 of our by-laws, we are required to defend and indemnify each person who is involved in any threatened or actual claim, action or proceeding by reason of the fact that such person is or was a director or officer or serving in a similar position with respect to another entity at our request if (a) the director or officer is successful in defending the claim on its merits or otherwise or (b) the director or officer meets the standard of conduct required under the Delaware General Corporation Law. However, the director or officer is not entitled to indemnification if (i) the claim is brought by the director or officer against us or (ii) the claim is brought by the director or officer as a derivative action by us or in our right, and the action has not been authorized by our board of directors. The rights conferred by Section 6 of our by-laws are contractual rights and include the right to be paid expenses incurred in defending the action, suit or proceeding in advance of its final disposition.

In addition, we have entered into an indemnity agreement with each of our directors, pursuant to which we have agreed under certain circumstances to purchase and maintain directors' and officers' liability insurance. The agreements also provide that we will indemnify the directors or officers, as applicable, against any costs and expenses, judgments, settlements and fines incurred in connection with any claim involving them by reason of their position as a director or officer, as applicable, that are in excess of the coverage provided by such insurance (provided that the director or officer meets certain standards of conduct). Under the indemnity agreements, we are not required to purchase and maintain directors' and officers' liability insurance if our board of directors unanimously determines in good faith that there is insufficient benefit to us from the insurance.

The foregoing is only a general summary of (1) certain aspects of Delaware law, (2) the Company's certificate of incorporation and bylaws dealing with indemnification of directors and officers, and (3) the Company's indemnity agreement with each director, and does not purport to be complete. It is qualified in its entirety by reference to the detailed provisions of Section 145 of the Delaware General Corporation Law, the certificate of incorporation and bylaws of the Company, and the Company's form indemnity agreement with each director.

Subsidiary Guarantors

Delaware

Each of Complete Energy Services, Inc., Pumpco Energy Services, Inc., Superior Energy Services-North America Services, Inc. and Warrior Energy Services Corporation (collectively, the "Delaware Guarantors") is a Delaware corporation. The indemnification provisions of the Delaware General Corporation Law described in "Superior Energy" above also relate to the directors and officers of each of the Delaware Guarantors. The certificate of incorporation and bylaws of each of the Delaware Guarantors provide generally that each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is the legal representative of, is or was or has agreed to be become a director or officer of the Delaware Guarantors or otherwise is or was serving or has agreed to serve as a director, officer, employee or agent will be indemnified and held harmless to the fullest extent of the Delaware General Corporation Law against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Section shall continue as to a person who has ceased to serve as a director or officer..

Texas

SPN Well Services, Inc. ("SPN Well Services") is a Texas corporation and CSI Technologies, LLC ("CSI Technologies," and together, the "Texas Guarantors") is a Texas limited liability company. Sections 8.101 and 8.102 of the Texas Business Organizations Code ("TBOC") provide that any governing person, former governing person or delegate of a Texas enterprise may be indemnified against judgments and reasonable expenses actually incurred by the person in connection with a proceeding, in which he was, is, or is threatened to be made a respondent if: (i) he acted in good faith, (ii) he reasonably believed (a) in the case of conduct in the person's official capacity, that the person's conduct was in the enterprise's best interests or (b) in any other case, that the person's conduct was not opposed to the enterprise's best interests, and (iii) in the case of a criminal proceeding, he did not have reasonable cause to believe that his conduct was unlawful. In connection with any proceeding in which the person is (x) found liable because the person improperly received a personal benefit or (y) found liable to the enterprise, indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding and will not include a judgment, penalty, fine, or an excise or similar tax. Indemnification may not be made in relation to a proceeding in which the person has been found liable for willful or intentional misconduct in the performance of the person's duty to the enterprise, breach of the person's duty of loyalty owed to the enterprise or an act or omission not committed in good faith that constitutes a breach of a duty owed by the person to the enterprise. To limit indemnification, liability must be established by an order and all appeals of the order must be exhausted or foreclosed by law.

Under Section 8.051 of the TBOC, a limited liability company agreement will indemnify a director or officer against reasonable expenses incurred by such director or officer, in connection with a proceeding in which such director or officer is named defendant or respondent because they are or were a director or officer, if they have been wholly successful, on the merits or otherwise, in the defense of the proceeding. In addition, such indemnification may be ordered in a proper case by a court of law under Section 8.052 of the TBOC.

The certificate of incorporation, bylaws or limited liability company agreement of the Texas Guarantors, as applicable, generally provide that the Texas Guarantors will indemnify its present and former directors and officers against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding. Indemnitees are entitled to advancement of expenses and indemnification to the fullest extent permitted by the TBOC.

Louisiana

Each of 1105 Peters Road, L.L.C., Connection Technology, L.L.C., 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. and Workstrings International, L.L.C. (collectively, the "Louisiana Guarantors") is a Louisiana limited liability company. Section 12:1315(2) of the Louisiana Limited Liability Company Act provides for indemnification of a member or members, or a manager or managers, for judgments, settlements, penalties, fines, or expenses incurred because he is or was a member or manager. Consistent with these provisions of the Louisiana Limited Liability Company Act, the limited liability company agreements of each of the Louisiana Guarantors generally provide that the Louisiana Guarantors will indemnify its present and former directors and officers against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding. Indemnitees are entitled to advancement of expenses and indemnification to the fullest extent permitted by the Louisiana Limited Liability Company Act.

Item 21. Exhibits.

(a) Exhibits

Exhibit No.	Description
3.1*	Certificate of Formation of SESI, L.L.C.
3.2*	Amended and Restated Limited Liability Company Agreement of SESI, L.L.C.
3.3	Restated Certificate of Incorporation of Superior Energy Services, Inc. (incorporated herein by reference to Exhibit 3.1 to Superior Energy Services, Inc.'s Quarterly Report on Form 10-Q filed August 7, 2013 (File No. 001-34037)).
3.4	Amended and Restated Bylaws of Superior Energy Services, Inc. (as amended through March 7, 2012) (incorporated herein by reference to Exhibit 3.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed March 12, 2012 (File No. 001-34037)).

Exhibit No.	Description
4.1	Indenture, dated December 6, 2011, among SESI, L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed December 12, 2011 (File No. 001-34037)), as amended by Supplemental Indenture, dated February 29, 2012, by and among SESI, L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.3 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed March 1, 2012 (File No. 001-34037)), as further amended by Supplemental Indenture dated May 7, 2012, by and among SESI, L.L.C. the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.3 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed May 8, 2012 (File No. 001-34037)), as further amended by Supplemental Indenture dated August 29, 2014, by and among SESI, L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed September 2, 2014 (File No. 001-34037)), as further amended by Supplemental Indenture dated August 3, 2015, by and among SESI, L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Superior Energy Services, Inc.'s Quarterly Report on Form 10-Q filed August 4, 2015 (File No. 001-34037)) as further amended by Supplemental Indenture dated August 17, 2017, by and among SESI L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.2 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed August 17, 2017 (File No. 001-34037)), as further amended by Supplemental Indenture, dated as of October 20, 2017, by and among SESI L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed October 23, 2017(File No. 001-34037)).
4.2	Indenture, dated August 17, 2017, among SESI L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed August 17, 2017 (File No. 001-34037)), as further amended by Supplemental Indenture, dated as of October 20, 2017, by and among SESI L.L.C., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.2 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed October 23, 2017 (File No. 001-34037)).
5.1*	Opinion of Latham & Watkins LLP.
5.2*	Opinion of Jones Walker LLP.
10.1^	Superior Energy Services, Inc. 2013 Employee Stock Purchase Plan (incorporated herein by reference to Appendix B to Superior Energy Services, Inc.'s Definitive Proxy Statement filed April 29, 2013 (File No. 001-34037)).
10.2^	Superior Energy Services, Inc. Amended and Restated Nonqualified Deferred Compensation Plan (incorporated herein by reference to Exhibit 10.5 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013 (File No. 001-34037)).
10.3^	Superior Energy Services, Inc. 2005 Stock Incentive Plan (incorporated herein by reference to Appendix A to Superior Energy Services, Inc.'s Definitive Proxy Statement filed April 19, 2005 (File No. 333-22603)).
10.4^	Amended and Restated Superior Energy Services, Inc. 2004 Directors Restricted Stock Units Plan (incorporated herein by reference to Appendix B to Superior Energy Services, Inc.'s Definitive Proxy Statement filed April 20, 2006 (File No. 333-22603)).

Exhibit No.	Description
10.5^	Superior Energy Services, Inc. Supplemental Executive Retirement Plan (incorporated herein by reference to Exhibit 10.21 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009 (File No. 001-34037)), as amended by Amendment No. 1 to the Superior Energy Supplemental Executive Retirement Plan, effective as of January 1, 2009 (incorporated herein by reference to Exhibit 10.21 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010 (File No. 001-34037)), as further amended by Amendment No. 2 to the Superior Energy Services, Inc. Supplemental Executive Retirement Plan, effective as of March 3, 2010 (incorporated herein by reference to Exhibit 10.8 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2013 (File No. 001-34037)).
10.6^	Superior Energy Services, Inc. 2009 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed May 27, 2009 (File No. 001-34037)).
10.7^	Form of Stock Option Agreement under the Superior Energy Services, Inc. 2005 Stock Incentive Plan and the 2009 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed December 16, 2009 (File No. 001-34037)).
10.8^	Superior Energy Services, Inc. 2011 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed May 26, 2011 (File No. 001-34037)).
10.9^	Form of Stock Option Agreement under the Superior Energy Services, Inc. 2011 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed December 14, 2011 (File No. 001-34037)).
10.10^	Superior Energy Services, Inc. Annual Incentive Plan (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed August 14, 2013 (File No. 001-34037)).
10.11^	Superior Energy Services, Inc. Amended and Restated 2013 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed May 28, 2015 (File No. 001-34037)).
10.12^	Superior Energy Services, Inc. 2016 Incentive Award Plan (incorporated herein by reference to Exhibit 99.1 of the Company's Registration Statement on Form S-8 filed May 24, 2016).
10.13^	Form of Restricted Stock Unit Agreement under the Superior Energy Services, Inc. 2016 Incentive Award Plan (incorporated herein by reference to Exhibit 10.14 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2016 (File No. 001-34037)).
10.14^	Form of Stock Option Agreement under the Superior Energy Services, Inc. 2016 Incentive Award Plan (incorporated herein by reference to Exhibit 10.14 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2016 (File No. 001-34037)).
10.15^	Form of Performance Share Unit Agreement under the Superior Energy Services, Inc. 2016 Incentive Award Plan (incorporated herein by reference to Exhibit 10.15 to Superior Energy Services, Inc.'s Annual Report on Form 10-K filed February 22, 2018 (File No. 001-34037)).
10.16^	Form of Notice of Grant of Restricted Stock Units for Non-Management Directors under the Superior Energy Services, Inc. 2016 Incentive Award Plan (incorporated herein by reference to Exhibit 10.17 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2016 (File No. 001-34037)).

Exhibit No.	Description
10.17^	Complete Production Services, Inc. Amended and Restated 2001 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.23 to Superior Energy Services, Inc.'s Annual Report on Form 10-K filed February 28, 2012 (File No. 001-34037)), as amended by Amendment No. 1 to the Complete Production Services, Inc. Amended and Restated 2001 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.24 to Superior Energy Services, Inc.'s Annual Report on Form 10-K filed February 28, 2012 (File No. 001-34037)).
10.18^	Superior Energy Services, Inc. Directors Deferred Compensation Plan, as amended and restated December 8, 2014 (incorporated herein by reference to Exhibit 10.29 to Superior Energy Services, Inc.'s Annual Report on Form 10-K filed February 26, 2015 (File No. 001-34037)).
10.19^	Composite Form of Employment Agreement by and between Superior Energy Services, Inc. and its executive officers (incorporated herein by reference to Exhibit 10.19 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2017 (File No. 001-34037)).
10.20^	Superior Energy Services, Inc. Change of Control Severance Plan (incorporated herein by reference to Exhibit 10.2 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed December 18, 2012 (File No. 001-34037)).
10.21	Fifth Amended and Restated Credit Agreement, dated October 20, 2017, among SESI, L.L.C., Superior Energy Services, Inc., JPMorgan Chase Bank, N.A. and the lenders party thereto (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed October 23, 2017 (File No. 001-34037)).
10.22	Guaranty and Collateral Agreement, dated October 20, 2017, among SESI, LLC, Superior Energy Services, Inc., the other Obligors party thereto and JPMorgan Chase Bank, N.A. (incorporated herein by reference to Exhibit 10.2 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed October 23, 2017 (File No. 001-34037)).
10.23	Registration Rights Agreement, dated August 17, 2017, by and among SESI, L.L.C., Superior Energy Services, Inc., the subsidiary guarantors thereto and J.P. Morgan Securities LLC, as representative of the several named initial purchasers (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Current Report on Form 8-K filed August 17, 2017 (File No. 001-34037)).
10.24^	Superior Energy Services, Inc. Amended and Restated Legacy CPX 2008 Incentive Award Plan (incorporated herein by reference to Exhibit 10.1 to Superior Energy Services, Inc.'s Quarterly Report on Form 10-Q filed November 8, 2012 (File No. 001-34037)).
12.1	Computation of Ratio of Earnings to Fixed Charges (incorporated herein by reference to Exhibit 12.1 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2017 (File No. 001-34037)).
21.1	List of Subsidiaries of Superior Energy Services, Inc. (incorporated herein by reference to Exhibit 21.1 to Superior Energy Services, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2017 (File No. 001-34037)).
23.1*	Consent of KPMG LLP, independent registered public accounting firm.
23.2*	Consent of Latham & Watkins LLP (included in Exhibit 5.1).
23.3*	Consent of Jones Walker LLP (included in Exhibit 5.2).
24.1*	Power of Attorney (included on signature pages).
25.1*	Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the trustee under the indentures for the 7.75% Senior Notes due 2024.
99.1*	Form Letter of Transmittal.

* Filed herein

^ Management contract or compensatory plan or arrangement

Item 22. Undertakings.

Each registrant hereby undertakes:

(a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if such registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of such registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, in a primary offering of securities of such registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of such registrant or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of such registrant; and

(iv) any other communication that is an offer in the offering made by such registrant to the purchaser.

(b) Each registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Each registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(d) Each registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of each registrant pursuant to the foregoing provisions, or otherwise, each registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

SESI, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Executive Vice President, Treasurer and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ David D. Dunlap David D. Dunlap	President and Manager (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Executive Vice President, Treasurer, Chief Financial Officer and Manager (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ William B. Masters William B. Masters	Executive Vice President, General Counsel and Manager	February 26, 2018

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

SUPERIOR ENERGY SERVICES, INC.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Executive Vice President, Treasurer and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ David D. Dunlap David D. Dunlap	President, Chief Executive Officer and Director (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Executive Vice President, Treasurer and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Terence E. Hall Terence E. Hall	Chairman of the Board and Director	February 26, 2018
/s/ Harold J. Bouillion Harold J. Bouillion	Director	February 26, 2018
/s/ James M. Funk James M. Funk	Director	February 26, 2018

Signature	Title	Date
/s/ Peter D. Kinnear Peter D. Kinnear	Director	February 26, 2018
/s/ Janiece M. Longoria Janiece M. Longoria	Director	February 26, 2018
/s/ Michael M. McShane Michael M. McShane	Director	February 26, 2018
/s/ W. Matt Ralls W. Matt Ralls	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

1105 Peters Road, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Complete Energy Services, Inc.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President and Treasurer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Justin Boyd Justin Boyd	President and Director (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Brian K. Moore Brian K. Moore	Vice President and Director	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Connection Technology, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

CSI Technologies, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Fred L. Sabins Fred L. Sabins	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Alan P. Bernard Alan P. Bernard	Director	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

H.B. Rentals, L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Barry Vinson Barry Vinson	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Alan P. Bernard Alan P. Bernard	Director	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

International Snubbing Services, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President and Treasurer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Steven Courville Steven Courville	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Alan P. Bernard Alan P. Bernard	Director	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Pumpco Energy Services, Inc.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Laura Schilling Laura Schilling	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Brian K. Moore Brian K. Moore	Vice President and Director	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

SPN Well Services, Inc.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President and Treasurer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Canaan Factor Canaan Factor	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Stabil Drill Specialties, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Deidre Toups Deidre Toups	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Superior Energy Services, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Executive Vice President, Treasurer, Chief Financial Officer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ David D. Dunlap David D. Dunlap	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Executive Vice President, Treasurer, Chief Financial Officer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Alan P. Bernard Alan P. Bernard	Director	February 26, 2018

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Superior Energy Services-North America Services, Inc.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ David D. Dunlap David D. Dunlap	President and Director (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Superior Inspection Services, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Gregory D. Elliott Gregory D. Elliott	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Warrior Energy Services Corporation

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Samuel Hardy Samuel Hardy	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Wild Well Control, Inc.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President and Treasurer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Freddy Gebhardt Freddy Gebhardt	President (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ Alan P. Bernard Alan P. Bernard	Director	February 26, 2018
/s/ David S. Dunlap David D. Dunlap	Director	February 26, 2018
/s/ William B. Masters William B. Masters	Director	February 26, 2018

Table of Contents

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on February 26, 2018.

Workstrings International, L.L.C.

By: /s/ Robert S. Taylor
Name: Robert S. Taylor
Title: Vice President, Treasurer and Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints David D. Dunlap and Westervelt T. Ballard, Jr., and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution for him in any and all capacities, to sign any or all amendments or post-effective amendments to this Registration Statement, or any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with exhibits hereto and other documents in connection therewith or in connection with the registration of the securities under the Securities Act of 1933, as amended, with the Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary in connection with such matters and hereby ratifying and confirming all that such attorneys-in-fact and agents or his substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities below:

Signature	Title	Date
/s/ Gregory D. Elliott Gregory D. Elliott	President and Chief Executive Officer (Principal Executive Officer)	February 26, 2018
/s/ Robert S. Taylor Robert S. Taylor	Vice President, Treasurer and Director (Principal Financial Officer and Principal Accounting Officer)	February 26, 2018
/s/ David D. Dunlap David D. Dunlap	Director	February 26, 2018

Exhibit 3.1

CERTIFICATE OF FORMATION
of
SESI, L.L.C.

This Certificate of Formation of SESI, L.L.C. is executed and filed by the undersigned authorized person to form a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the limited liability company formed hereby is SESI, L.L.C. (the "LLC").

2. The address of the registered office of the LLC in Delaware is 15 East North Street Dover, Kent County, Delaware 19901.

3. The LLC's registered agent at that address is United Corporate Services, Inc.

4. The LLC shall be managed by its sole member, as provided in the LLC's limited liability company agreement and persons dealing with the LLC may rely without further investigation on a certificate of the member as to:

   a. The persons who are authorized to execute and deliver any instrument or document on behalf of the LLC; or

   b. The authenticity of any records of the LLC.

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Formation on December 14, 2000.

/s/ William B. Masters
William B. Masters, Organizer

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF SESI, L.L.C.

This is the Amended and Restated Limited Liability Company Agreement (this "Agreement") of SESI, L.L.C. (the "Company"), made and entered into with an effective date of May 13, 2013, by the Member.

ARTICLE I
DEFINITIONS

The terms used in this Agreement with their initial letters capitalized, shall, unless the context otherwise requires or unless otherwise expressly provided herein, have the meanings specified in this Article I. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. When used in this Agreement, the following terms shall have the meanings set forth below:

"Act" means the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.). as it may be amended from time to time.

"Board of Managers" means the board of managers that manages the business and affairs of the Company.

"Certificate of Formation" means the Certificate of Formation of the Company as filed with the Delaware Secretary of State and any and all amendments thereto.

"Code" means the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provisions of succeeding Law.

"Fiscal Year" means the fiscal year of the Company, which shall be the calendar year or such other fiscal year as determined by the Board of Managers or as otherwise provided by the Code.

"Law" means any applicable statute, act, code (including the Code), law, regulation, rule, ordinance, decree, ruling, proclamation, resolution, judgment, decision, declaration or interpretive or advisory opinion or letter of a governmental authority.

"Member" means Superior Energy Services, Inc. and its successors and assigns.

"Person" means any individual or any association, corporation, partnership, limited liability company, joint stock association, joint venture, firm, trust, business trust, cooperative, and foreign associations of like structure.

"Shares" means the membership interests of the Company.

ARTICLE II
ORGANIZATION

2.1 Formation. The Company was formed pursuant to the Act by the filing of its Certificate of Formation with the Delaware Secretary of State. The undersigned Member now enters into this Agreement under the provisions of the Act. The rights and liabilities of the Member shall be as provided in the Act, except as otherwise expressly provided herein.

2.2 Registered Office; Registered Agent; Other Offices.

(a) The registered office of the Company in the State of Delaware is the initial registered office named in the Certificate of Formation or such other office (that need not be a place of business of the Company) as the Board of Managers may designate from time to time

(b) The registered agent of the Company in the State of Delaware is the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Board of Managers may designate from time to time.

(c) The Company may also have offices at such other places both within and without Delaware as the Board of Managers may from time to time determine or the business of the Company may require time.

2.3 Company Purpose. The Company is formed for the purpose of, and the nature of business to be conducted by the Company is, engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act, including any activities necessary, convenient or incidental thereto.

2.4 Title to Company Property. Title to Company assets, whether real, personal or mixed and whether corporeal or incorporeal, shall be deemed to be owned by the Company as an entity and no Member, individually or in the aggregate, shall have any ownership interest in such Company assets or any portion thereof. Title to any or all of the Company assets may be held in the name of the Company or one or more of its affiliates or one or more nominees, as the Board of Managers may determine. All Company assets shall be recorded as the property of the Company in its books and records, irrespective of the name in which record title to such Company assets is held.

ARTICLE III
MEMBER

3.1 Member. The name of the Member, together with the number of Shares held by it, are set forth on Exhibit A, as it may be amended from time to time, and which shall form a part of the books and records of the Company separate and apart from this Agreement, which shall include the register of Shares evidencing the Member's ownership interest in the Company. The Board of Managers shall cause Exhibit A and the books and records of the Company to be updated from time to time as necessary to accurately reflect the identity of the Member and the number of Shares owned by it. For these purposes, Exhibit A may be updated by the Board of Managers or its designee from time to time without the formalities for amendment of this Agreement.

3.2 Liability to Third Parties. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in tort, contract or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any "manager" (as such term is defined under the Act) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or acting as a "manager" of the Company.

3.3 Expulsion. The Member may not be expelled or removed, nor may the Member withdraw, as a Member of the Company, except by transferring its Shares in accordance with this Agreement.

3.4 Member Action.

(a) Except as expressly required by the Act or by this Agreement, no vote, consent or authorization of the Member shall be required for the taking of any action on behalf of or with respect to the Company. Where required by the Act or by this Agreement, any action requiring the vote, consent or authorization of the Member shall be deemed approved upon the consent of Members holding all of the Shares.

(b) There shall be no requirement that the Company hold annual or other meetings of Members.

ARTICLE IV
SHARES

4.1 Authorized Shares. The Company has authority to issue an aggregate of 1,000 Shares, all of which are issued and outstanding as of the date hereof and shall be deemed to be fully paid and non-assessable.

4.2 Rights of Shares. Each Share (a) shall be identical in all respects with each other Share, (b) shall share in each item of Company income, gain, loss, deduction and credit as provided in Article VI, (c) shall be entitled to distributions, if any, as shall be declared thereon from time to time, as provided in Article VI and (d) upon liquidation or dissolution of the Company, shall be entitled to all remaining assets of the Company after satisfaction of the Company's liabilities to creditors as provided in Article X.

4.3 Certificates. Certificates evidencing Shares ("Certificates") may be issued in such form, not inconsistent with that required by the Act or any other law and this Agreement, as may be approved by the Board of Managers. Each Certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the Company certifying the number of Shares owned by such Member. Any Certificates shall be consecutively numbered and shall be entered in the books and records of the Company as they are issued and shall exhibit the holder's name and number of Shares.

4.4 Register, Registration of Transfer and Exchange.

(a) If the Board of Managers authorizes the issuance of Certificates, the Company shall keep or cause to be kept on behalf of the Company a register that, subject to any requirements of the Board of Managers and subject to the provisions of Section 4.4(b), will provide for the registration and transfer of Shares. The Company shall not recognize transfers of Shares unless the same are effected in the manner described in this Section 4.4. Upon surrender for registration of transfer of any Certificate, and subject to the provisions of Section 4.4(b), the appropriate Officers of the Company shall execute and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number of Shares as was evidenced by the Certificate so surrendered.

(b) The Company shall not be required to recognize any transfer of Shares until any Certificates evidencing such Shares are surrendered to the Company for registration of transfer. Any transfer of Shares in accordance with this Section 4.4 shall be deemed give the transferee the right to be admitted to the Company as a Member, and each transferee of Shares shall become a Member with respect to the Shares so transferred to such person when any such transfer and admission is reflected in the books and records of the Company.

(c) The Company shall not be bound to recognize any equitable or other claim to or interest in such Shares on the part of any other person, whether or not the Company shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule or regulation.

(d) Each dividend or other distribution in respect of the Shares shall be paid by the Company, directly or through any other person or agent, only to the record holders thereof as of the record date set forth the dividend or other distribution. Such payment shall constitute full payment and satisfaction of the Company's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

ARTICLE V
CAPITAL CONTRIBUTIONS

5.1 Capital Contributions. The amount of money and the fair market value (determined by the Board of Managers as of the date of contribution) of any property contributed to the Company by a Member in respect of the issuance of Shares to such Member shall constitute a "Capital Contribution." The Company hereby acknowledges the receipt in full of the Member's Capital Contributions made prior to the date hereof.

5.2 Additional Capital Contributions. No Member shall be required to make additional Capital Contributions once the Company has received the Member's initial Capital Contribution in full.

5.3 Loans. Any Member may, at any time, make or cause to be made a loan to the Company in any amount and on such terms on which such Member, on the one hand, and the other Member, on the other hand, may mutually agree in writing, subject to the other provisions of this Agreement.

5.4 Capital Withdrawal Rights; Interest; Priority.

(a) Except as expressly provided in this Agreement or as required by Law, no Member shall be entitled to withdraw or reduce such Member's Capital Contribution or to demand any distribution from the Company.

(b) No Member shall be entitled to receive or be credited with any interest on the balance of such Member's Capital Account at any time.

1.No Member shall have priority over any other Member for the return of Capital Contributions or for the income, losses, gains of or distributions from the Company.

ARTICLE VI
TAX STATUS; ALLOCATIONS; DISTRIBUTIONS

6.1 Tax Status. The Member intends that the Company's existence shall be disregarded for tax purposes pursuant to Treasury Regulation Section 301.7701-3(b)(1)(ii).

6.2 Allocations of Profits, Gains and Losses. All Company profits, gains and losses for a Fiscal Year shall be allocated to the Member.

6.3 Distributions. All distributions shall be made to the Member at such time, and in such amounts as determined by the Board of Managers.

ARTICLE VII
MANAGEMENT AND CONTROL OF BUSINESS

7.1 Management.

(a) As provided in this Agreement, all management powers over the business and affairs of the Company shall be exclusively vested in the Board of Managers consisting of three individuals selected by the Member (each, a "Director") and, subject to the direction of the Board of Managers, the officers appointed by the Board of Managers in accordance with the terms of this Agreement (the "Officers"), who shall collectively (Officers and Directors) constitute "managers" of the Company within the meaning of the Act. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board of Managers on the one hand and of the Officers on the other shall be identical to the authority and functions of the Board of Managers and officers, respectively, of a corporation organized under the Delaware General Corporation Law. Thus, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board of Managers, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the Officers, who shall be agents of the Company. In addition to the powers that now or hereafter can be granted to managers under the Act and to all other powers granted under any other provision of this Agreement, the Board of Managers and the Officers (subject to the direction of the Board of Managers) shall have full power and authority to do all things on such terms as they, in their sole discretion, may deem necessary or appropriate to conduct, or cause to be conducted, the business and affairs of the Company.

7.2 Officers.

(a) Unless provided otherwise by resolution of the Board of Managers, the Officers shall have the titles, power, authority and duties described below in this Section 7.2

(b) The Officers of the Company shall be the President, any Vice Presidents, the Secretary and any Treasurer and any and all Assistant Secretaries and Assistant Treasurers. There shall be appointed from time to time, in accordance with Section 7.2(c), such Vice Presidents, Secretaries, Assistant Secretaries, Treasurers and Assistant Treasurers as the Board of Managers may desire. Any person may hold two or more offices.

(c) The Officers shall be appointed by the Board of Managers at such time and for such term as the Board of Managers shall determine. Any Officer may be removed, with or without cause, only by the Board of Managers. Vacancies in any office may be filled only by the Board of Managers.

(d) The President, subject to the direction of the Board of Managers, shall be responsible for the management and direction of the day-to-day business and affairs of the Company, its other Officers, employees and agents, shall supervise generally the affairs of the Company and shall have full authority to execute all documents and take all actions that the Company may legally take. The President shall exercise such other powers and perform such other duties as may be assigned to him by this Agreement or the Board of Managers.

(e) Each Vice President shall perform such duties and may exercise such powers as may from time to time be assigned to him by the Board of Managers or the President.

(f) The Secretary shall record or cause to be recorded in books provided for that purpose the minutes of the meetings or actions of the Board of Managers and Members, shall see that all notices are duly given in accordance with the provisions of this Agreement and as required by law, shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by this Agreement, the Board of Managers or the President. The Assistant Secretaries shall exercise the powers of the Secretary during that Officer’s absence or inability or refusal to act.

(g) The Treasurer shall keep or cause to be kept the books of account of the Company and shall render statements of the financial affairs of the Company in such form and as often as required by this Agreement, the Board of Managers or the President. The Treasurer, subject to the order of the Board of Managers, shall have the custody of all funds and securities of the Company. The Treasurer shall perform all other duties commonly incident to his office and shall perform such other duties and have such other powers as this Agreement, the Board of Managers or the President shall designate from time to time. The Assistant Treasurers shall exercise the power of the Treasurer during that Officer’s absence or inability or refusal to act. Each of the Assistant Treasurers shall possess the same power as the Treasurer to sign all certificates, contracts, obligations and other instruments of the Company.

(h) The Company may grant powers of attorney or other authority as appropriate to establish and evidence the authority of the Officers and other persons.

(i) Unless otherwise provided by resolution of the Board of Managers, no Officer shall have the power or authority to delegate to any Person such Officer's rights and powers as an Officer to manage the business and affairs of the Company.

7.3 Compensation. The Officers shall receive such compensation for their services as may be designated by the Board of Managers. In addition, the Officers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder. In addition, the members of the Board of Managers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder.

ARTICLE VIII
INDEMNIFICATION AND LIABILITY

8.1 Limitation of Liability. Neither any Member or Director nor any Officer shall be personally liable for monetary damages for breach of any duty provided for in the Act; provided, that this Section 8.1 shall not limit or eliminate the liability of any Director or Officer for the amount of a financial benefit received by the Director or Officer to which he or she is not entitled or for an intentional violation of a criminal Law.

8.2 Right to Indemnification. Each person who is involved in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she is or was a Director or Officer of the Company shall be indemnified by the Company to the fullest extent permitted by Law, as the same exists or may hereafter be in effect (but, in the case of any subsequent change in the Law, only to the extent that such change permits the Company to provide broader indemnification rights than were permitted prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements, and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such Proceeding, and indemnification under this Article shall continue as to a person who has ceased to serve as a Director or Officer. The rights granted pursuant to this Article VIII shall be deemed contract rights, and no amendment, modification, or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

8.3 Advance Payment. The right to indemnification conferred in this Article VIII shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified under this Article VIII who was, is, or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate

entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of (a) a written affirmation by such person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article VIII and (b) a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article or otherwise.

8.4 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article VIII shall not be exclusive of any other right which a Director or Officer may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or this Agreement, any agreement, vote of Members, or otherwise.

8.5 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself, and any person who is or was serving as a Director or Officer, against any expense, liability, or loss, whether or not the Company would have the power to indemnify such person against such expense, liability, or loss under this Article VIII.

8.6 Savings Clause. If this Article VIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Director or Officer indemnified pursuant to this Article VIII as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated and to the fullest extent permitted by applicable Law.

ARTICLE IX
ACCOUNTING AND RECORDS

9.1 Maintenance of Books. The Company shall maintain at its principal office all of the following:

(a) a current list of the full name and last known business address of the Member and Director;

(b) copies of records that would enable the Member to determine its voting rights, including the number of Shares issued to it and the date(s) on which such Shares were issued;

(c) a copy of the Certificate of Formation and this Agreement, including any amendments thereto or hereto; and

(d) copies of the Company's federal, state and local income tax or information returns and reports for the most recent three years.

9.2 Access to Books and Records; Information. The Member and its duly authorized representatives shall have access to the information described in Section 9.1 and such other information regarding the Company's affairs and financial condition as it may request, and shall have the right to inspect and copy such information at reasonable times, at its own expense.

9.3 Fiscal Year. Unless changed by the Board of Managers and except to the extent otherwise required by the Code, the Fiscal Year of the Company shall end on December 31 in each year.

ARTICLE X
DISSOLUTION

10.1 Events Causing Dissolution. The term of the Company commenced upon the filing of the Certificate of Formation with the Delaware Secretary of State and shall continue in perpetuity, unless sooner terminated as provided in this Agreement.

10.2 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following (each, a "Dissolution Event"):

(a) the affirmative vote or written consent of the Member;

(b) the entry of a decree of judicial dissolution; or

(c) as otherwise provided in the Act.

10.3 Winding Up. Upon a Dissolution Event, the Company shall immediately commence to wind up its affairs. A reasonable period of time shall be allowed for the orderly termination of the Company's business, discharge of its liabilities, and distribution or liquidation of the remaining assets so as to enable the Company to minimize the normal losses attendant to the liquidation process. The Company's property and assets or the proceeds from the liquidation thereof shall be distributed so as not to contravene the Act and upon satisfaction (whether by payment or the making of reasonable provision for payment) of the Company's liabilities, to the Member. A full accounting of the assets and liabilities of the Company shall be taken and a statement thereof shall be furnished to the Member within 30 days after the distribution of all of the assets of the Company. Such accounting and statements shall be prepared under the direction of the Board of Managers. Upon such final accounting, the Board of Managers shall cancel the Certificate of Formation in accordance with the Act and the Company's existence as a separate legal entity shall terminate

ARTICLE XI
MISCELLANEOUS

11.1 Entire Agreement; Amendment. This Agreement constitutes the complete and exclusive statement of agreement by the Member with respect to the subject matter hereof. This Agreement replaces and supersedes all prior agreements made by the Member. This Agreement supersedes all prior written and oral statements and no representation, statement, or condition or warranty not contained in this Agreement will be binding on the Member or have any force or effect whatsoever. This Agreement may be amended or modified only by the Member.

11.2 Governing Law; Severability. This Agreement and the rights of the party hereunder shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Delaware applicable to agreements to be performed entirely in that state. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future Laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.3 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement shall be binding upon and inure to the benefit of the Member, and its legal representatives, successors and permitted assigns.

11.4 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid or by delivering that writing to the recipient in person, by courier, or by facsimile transmission. A notice, request, or consent given under this Agreement is effective on receipt by the person to receive it; however, if such notice is placed in the United States mail, postage prepaid, and addressed to the Member at its last known address, notice shall be deemed to have been received by the Member on the third day thereafter. All notices, requests, and consents to be sent to the Member must be sent to 1001 Louisiana, Suite 2900, Houston, Texas 77002, or such other address as the Member may specify by notice to the Company. All notices, requests, and consents to be sent to the Company must be sent to 1001 Louisiana, Suite 2900, Houston, Texas 77002. Whenever any notice is required to be given by Law or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned Member has executed this Agreement effective as of the day and year set forth above.

SUPERIOR ENERGY SERVICES, INC.

By: /s/ William B. Masters

William B. Masters
Executive Vice President and General Counsel

EXHIBIT A

Member

As of May 13, 2013

Name	Number of Shares
Superior Energy Services, Inc.	1,000

Exhibit 5.1

LATHAM & WATKINS LLP

811 Main Street, Suite 3700
Houston, TX 77002
Tel: +1.713.546.5400 Fax: +1.713.546.5401
www.lw.com

February 26, 2018

SESI, L.L.C.
1001 Louisiana Street, Suite 2900
Houston, Texas 77002
(713) 654-2200

Re: Registration Statement on Form S-4 filed February 26, 2018: Exchange Offer for up to $500,000,000 Aggregate Principal Amount of 7.75% Senior Notes due 2024

Ladies and Gentlemen:

We have acted as special counsel to Superior Energy Services, Inc., a Delaware corporation ("***Superior Energy***"), in connection with the offer to exchange up to $500,000,000 aggregate principal amount of 7.75% Senior Notes due 2024 (the "***Exchange Notes***") of SESI, L.L.C., a Delaware limited liability company and a wholly-owned direct subsidiary of Superior Energy (the "***Issuer***"), and the guarantees of the Exchange Notes (the "***Exchange Guarantees***") by Superior Energy and each of the guarantors listed on Exhibit A hereto (collectively, the "***Subsidiary Guarantors***," and, excluding 1105 Peters Road, L.L.C., Connection Technology, L.L.C., 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. and Workstrings International, L.L.C., the "***Covered Guarantors***"). The Exchange Notes and the Exchange Guarantees are being issued pursuant to an indenture (the "***Base Indenture***"), dated as of August 17, 2017, as supplemented and amended by that certain Supplemental Indenture (the "***Supplemental Indenture***" and, collectively with the Base Indenture, the "***Indenture***"), dated as of October 20, 2017, by and among the Issuer, Superior Energy, the subsidiary guarantors thereto and the Bank of New York Mellon Trust Company, N.A., as trustee (the "***Trustee***"), and pursuant to a registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on February 26, 2018 (the "***Registration Statement***"). The Exchange Notes and the Exchange Guarantees will be issued in exchange for the Issuer's outstanding 7.75% Senior Notes due 2024 and the related guarantees (the "***Outstanding Notes***") on the terms set forth in the prospectus contained in the Registration Statement (the "***Prospectus***"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or the related Prospectus, other than as expressly stated herein with respect to the issue of the Exchange Notes and the Exchange Guarantees.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have also relied upon certificates and other assurances of officers of Superior Energy, the Issuer, the Subsidiary Guarantors and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and Texas, the Delaware General Corporation Law and the Delaware Limited Liability Company Act, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state. Various matters of Louisiana law are addressed in the opinion of Jones Walker LLP, which is also filed as an exhibit to the Registration Statement. We express no opinion with respect to those matters herein, and to the extent elements of such opinion is necessary to the conclusions expressed herein, we have, with your consent, assumed such matters.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Exchange Notes have been duly executed, issued and authenticated in accordance with the terms of the Indenture and when delivered in exchange for the Outstanding Notes as contemplated by the Prospectus, the Indenture, the Exchange Notes and the Exchange Guarantees will be the legally valid and binding obligations of Superior Energy, the Issuer and the Subsidiary Guarantors, respectively, enforceable against Superior Energy, the Issuer and the Subsidiary Guarantors in accordance with their respective terms.

Our opinion is subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) we express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) waivers of rights or defenses, (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of any debt securities, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) the creation, validity, attachment, perfection, or priority of any lien or security interest, (g) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (h) waivers of broadly or vaguely stated rights, (i) provisions for exclusivity, election or cumulation of rights or remedies, (j) provisions authorizing or validating conclusive

or discretionary determinations, (k) grants of setoff rights, (l) proxies, powers and trusts, (m) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, (n) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (o) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "***Documents***") have been or will be duly authorized, executed and delivered by the parties thereto other than Superior Energy, the Issuer and each of the Covered Guarantors; (b) that the Documents constitute or will constitute legally valid and binding obligations of the parties thereto other than Superior Energy, the Issuer and each of the Subsidiary Guarantors, enforceable against each of them in accordance with their respective terms; and (c) that the status of each of the Documents as legally valid and binding obligations of the parties thereto will not be affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

LATHAM&WATKINS LLP

EXHIBIT A

Guarantors

1105 Peters Road, L.L.C.

Complete Energy Services, Inc.

Connection Technology, L.L.C.

CSI Technologies, LLC

H.B. Rentals, L.C.

International Snubbing Services, L.L.C.

Pumpco Energy Services, Inc.

SPN Well Services, Inc.

Stabil Drill Specialties, L.L.C.

Superior Energy Services, L.L.C.

Superior Energy Services – North America Services, Inc.

Superior Inspection Services, L.L.C.

Warrior Energy Services Corporation

Wild Well Control, Inc.

Workstrings International, L.L.C.

Exhibit 5.2

February 26, 2018

1105 Peters Road, L.L.C.
Connection Technology, L.L.C.
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.
Workstrings International, L.L.C.
1001 Louisiana Street, Suite 2900
Houston, Texas 77002

Ladies and Gentlemen:

We have acted as Louisiana counsel to 1105 Peters Road, L.L.C., a Louisiana limited liability company ("*1105*"), Connection Technology, L.L.C., a Louisiana limited liability company ("*CT*"), H.B. Rentals, L.C., a Louisiana limited liability company ("*HBR*"), International Snubbing Services, L.L.C., a Louisiana limited liability company ("*ISS*") Stabil Drill Specialties, L.L.C., a Louisiana limited liability company ("*SDS*"), Superior Energy Services, L.L.C., a Louisiana limited liability company ("*SES*"), Superior Inspection Services, L.L.C., a Louisiana limited liability company ("*SIS*"), and Workstrings International, L.L.C., a Louisiana limited liability company ("*WI*" and, together with 1105, CT, HBR, SDS, SES and SIS, collectively, the "*Louisiana Guarantors*" and individually, a "*Louisiana Guarantor*"), in connection with the Registration Statement on Form S-4 (the "*Registration Statement*") filed concurrently herewith by SESI, L.L.C., a Delaware limited liability company ("*SESI*"), Superior Energy Services, Inc., a Delaware corporation and the parent of SESI ("*Superior Energy*"), the Louisiana Guarantors and the other guarantors named therein (together with the Louisiana Guarantors and Superior Energy, the "*Guarantors*" and individually, a "*Guarantor*") with the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933, as amended (the "*Act*").

The Registration Statement relates to the issuance of SESI's 7.75% Senior Notes due 2024 in the aggregate principal amount of $500,000,000 (the "*Exchange Notes*") and related guarantees by the Guarantors (the "*Exchange Guarantees*") pursuant to an exchange offer (the "*Exchange Offer*") in exchange for a like principal amount of SESI's issued and outstanding unregistered 7.75% Senior Notes due 2024 and related guarantees by the Guarantors. The Exchange Notes and Exchange Guarantees will be issued under that certain Indenture, dated as of August 17, 2017 (the "*Base Indenture*"), as supplemented and amended by that certain Supplemental Indenture, dated as of October 20, 2017 (the "*Supplemental Indenture*" and, collectively with the Base Indenture, the "*Indenture*"), by and among SESI, the Guarantors party thereto (including the Louisiana Guarantors) and The Bank of New York Mellon Trust Company, N.A., as trustee. All capitalized terms used herein that are defined in, or by reference in, the Indenture have the meanings assigned to such terms therein or by reference therein, unless otherwise defined herein. We are delivering this opinion letter to you at your request in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

1. Documents Reviewed

In connection with rendering the opinions set forth this opinion letter, we have reviewed originals or copies of the following documents (collectively, the "*Transaction Documents*"):

1.1 the Purchase Agreement, dated as of August 3, 2017, among the SESI, the Guarantors party thereto (including the Louisiana Guarantors) and J.P. Morgan Securities LLC, as representative (the "*Representative*") of the several initial purchasers listed in Schedule 1 thereto;

1.2 the Registration Rights Agreement, dated as of August 17, 2017, among SESI, the Guarantors party thereto (including the Louisiana Guarantors) and the Representative;

1.3 the Indenture; and

1.4 the Registration Statement.

Further, in connection with rendering the opinions set forth in this opinion letter, we have reviewed originals or copies of the following documents:

1.5 the articles of organization, as amended through the date hereof, of each Louisiana Guarantor (collectively, the "*Charters*");

1.6 the operating agreement, as amended through the date hereof, of each Louisiana Guarantor (the "*Operating Documents*" and, together with the Charters, the "*Organizational Documents*"); and

1.7 the authorizing resolutions of each Louisiana Guarantor.

In addition, we have examined originals or copies authenticated to our satisfaction of such corporate records, certificates of officers of the Louisiana Guarantors and public officials, and other documents as we have deemed relevant or necessary in connection with our opinions set forth herein. We have relied, without independent verification, on certificates of public officials and, as to questions of fact material to such opinions, upon the representations of SESI set forth in Transaction Documents or such certificates of officers and other representatives of SESI and factual information we have obtained from such other sources as we have deemed reasonable. We have not independently verified the accuracy of the matters set forth in the written statements or certificates upon which we have relied.

You are aware, and we hereby confirm, that we have not represented the Louisiana Guarantors with respect to the preparation, negotiation, execution or filing of the Indenture, the Exchange Notes, the Registration Statement, or any documents ancillary thereto or transactions contemplated thereby. We have been retained by the Louisiana Guarantors for the sole and limited purpose of rendering the opinions set forth herein. By your acceptance of this opinion, you acknowledge the foregoing and confirm that you have consented to the rendering of the opinions set forth herein by this firm in light thereof.

2. Assumptions

In rendering the opinions set forth in this opinion letter, we have assumed, without independent investigation or verification, the following:

2.1 the genuineness and authenticity of all documents examined by us and all signatures thereon, and the conformity to originals of all copies of all documents examined by us;

2.2 that the execution, delivery and/or acceptance of the Transaction Documents have been duly authorized by all action, corporate or otherwise, necessary by the parties to the Transaction Documents other than the Louisiana Guarantors (the "*Other Parties*");

2.3 the legal capacity of all natural persons executing the Transaction Documents;

2.4 that each of the Other Parties has satisfied those legal requirements that are applicable to it to the extent necessary to make the Transaction Documents enforceable against it;

2.5 that each of the Transaction Documents constitutes a valid and binding obligation of the Other Parties and is enforceable against the Other Parties in accordance with its terms;

2.6 that each of the Other Parties has complied with all legal requirements pertaining to its status as such status relates to its rights to enforce the Transaction Documents;

2.7 that the Transaction Documents accurately describe and contain the mutual understandings of the parties, and that there are no oral or written statements or agreements or usages of trade or courses of prior dealings among the parties that would modify, amend or vary any of the terms of the Transaction Documents;

2.8 that the Other Parties will act in accordance with, and will refrain from taking any action that is forbidden by, the terms and conditions of the Transaction Documents;

2.9 the constitutionality or validity of a relevant statute, rule, regulation or agency action is not in issue;

2.10 that all agreements other than the Transaction Documents with respect to which we have provided advice in our letter or reviewed in connection with our letter would be enforced as written;

2.11 that there has not been any mutual mistake of fact or misunderstanding, fraud, duress or undue influence;

2.12 that each of the Other Parties and any agent acting for it in connection with the Transaction Documents have acted without notice of any defense against the enforcement of any rights created by the Transaction Documents;

2.13 the compliance of the Exchange Offer and of the conduct of the parties to the Exchange Offer with any requirement of good faith, fair dealing and conscionability; and

2.14 the due qualification of the Indenture under the Trust Indenture Act of 1939, as amended.

For purposes of this opinion letter, "*Applicable Laws*" means the Louisiana laws, rules and regulations that a Louisiana counsel exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Louisiana Guarantors or the Transaction Documents, but excluding state "Blue Sky," fraudulent conveyance, fraudulent transfer and other insolvency laws and any other areas of law that are expressly excluded from the scope of the opinions in this opinion letter.

3. Opinions

Based upon and subject to the foregoing and in reliance thereon, and subject to and qualified by the qualifications, exceptions and limitations set forth herein, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

3.1 Each Louisiana Guarantor has the requisite limited liability company power and authority to execute and deliver the Indenture, which includes the Exchange Guarantees, and to perform its respective obligations thereunder.

3.2 Each Louisiana Guarantor has authorized the execution and delivery of the Indenture, and performance of the Indenture, which includes the Exchange Guarantees, by all necessary limited liability company action.

3.3 Each Louisiana Guarantor has duly executed and delivered the Indenture.

3.4 With respect to each Louisiana Guarantor, the execution and delivery of the Indenture, issuance of the Exchange Guarantees, and performance by such Louisiana Guarantor of its obligations under the Indenture, which includes the Exchange Guarantees, do not violate (a) such Louisiana Guarantor's Organizational Documents, or (b) any Applicable Law to which such Louisiana Guarantor is subject.

4. Qualifications, Exceptions and Limitations

The opinions expressed herein are subject to the following qualifications, exceptions and limitations:

4.1 The opinions expressed herein are limited to the effect of the laws of the State of Louisiana. We do not express any opinion herein concerning any law other than the laws of the State of Louisiana. This opinion is limited in all respects to Applicable Law as now in effect and which has been published and is generally available in a format which makes legal research reasonably feasible.

4.2 We undertake no obligation, and hereby disclaim any obligation, to update or supplement this opinion letter with respect to subsequent changes in the law or the facts presently in effect that would alter the scope or substance of the opinions herein expressed. This letter expresses our legal opinion as to the foregoing matters based upon our professional judgment at this time.

4.3 We hereby consent to the filing of this opinion letter as Exhibit 5.2 to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus that is included in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder. This opinion letter may be relied upon by Latham & Watkins LLP, as if it were addressed to it, in rendering its opinion in connection with the registration of the Exchange Notes and the Exchange Guarantees and the issuance of the Exchange Notes and the Exchange Guarantees as described in the Registration Statement.

Very truly yours,

/s/ JONES WALKER LLP

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
Superior Energy Services, Inc.:

We consent to the use of our reports dated February 22, 2018, with respect to the consolidated balance sheets of Superior Energy Services, Inc. and subsidiaries (the "Company") as of December 31, 2017 and 2016, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2017, and the related notes and financial statement schedule (collectively, the "consolidated financial statements"), and the effectiveness of internal control over financial reporting as of December 31, 2017, incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Houston, Texas
February 26, 2018

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

Statement of Eligibility Under the Trust Indenture Act of 1939 of a Corporation Designated to Act as Trustee

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2) ☐

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(Exact name of trustee as specified in its charter)

95-3571558
(I.R.S. Employer Identification Number)

400 South Hope Street, Suite 500
Los Angeles, CA — **90071**
(Address of principal executive offices) — **(Zip Code)**

Rhea L. Ricard, Legal Department
The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, California 90071
(213) 630-6476
(Name, address and telephone number of agent for service)

SESI, L.L.C.
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

76-0664124
(I.R.S. Employer Identification Number)

1001 Louisiana Street, Suite 2900
Houston, Texas — **77002**
(Address of principal executive offices) — **(Zip Code)**

7.75% Senior Notes due 2024 and Guarantees of 7.75% Senior Notes due 2024
(Title of the indenture securities)

GUARANTORS

Exact Name of Obligor as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number	Address of Principal Executive Offices
Superior Energy Services, Inc.	Delaware	75-2379388	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
1105 Peters Road, L.L.C.	Louisiana	76-0664198	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Complete Energy Services, Inc.	Delaware	73-1719295	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Connection Technology, L.L.C.	Louisiana	76-0664128	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
CSI Technologies, LLC	Texas	47-0946936	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
H.B. Rentals, L.C.	Louisiana	72-1307291	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
International Snubbing Services, L.L.C.	Louisiana	76-0664134	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Pumpco Energy Services, Inc.	Delaware	71-0987310	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
SPN Well Services, Inc.	Texas	26-0372682	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Stabil Drill Specialties, L.L.C.	Louisiana	76-0664138	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Superior Energy Services, L.L.C.	Louisiana	76-0664196	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Superior Energy Services-North America Services, Inc.	Delaware	45-4535131	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Superior Inspection Services, L.L.C.	Louisiana	72-1454991	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Warrior Energy Services Corporation	Delaware	20-8009424	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Wild Well Control, Inc.	Texas	74-1873477	1001 Louisiana Street, Suite 2900, Houston, Texas 77002
Workstrings International, L.L.C.	Louisiana	72-1340390	1001 Louisiana Street, Suite 2900, Houston, Texas 77002

Item 1. General information.

Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency – United States
Department of the Treasury, Washington, D.C. 20219

Federal Reserve Bank, San Francisco, California 94105

Federal Deposit Insurance Corporation, Washington, D.C. 20429

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Pursuant to General Instruction B of Form T-1, no responses are included for Items 3-15 of this Form T-1 because the obligor is not in default as provided under Item 13 and the trustee is not a foreign trustee as provided under Item 15.

Item 16. List of exhibits.

List below all exhibits filed as a part of this statement of eligibility.

Exhibits identified in parentheses below as being previously filed with the United States Securities and Exchange Commission are incorporated herein by reference as exhibits hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. A copy of the articles of association of The Bank of New York Mellon Trust Company, N.A., as now in effect (Exhibit 1 to Form T-1 filed on September 8, 2008, in connection with Registration Statement No. 333-135006).
2. A copy of the certificate of authority of the trustee to commence business (Exhibit 2 to Form T-1 filed on January 11, 2005, in connection with Registration Statement No. 333-121948).
3. A copy of the authorization of the trustee to exercise corporate trust powers (Exhibit 3 to Form T-1 filed on September 8, 2008, in connection with Registration Statement No. 333-135006).
4. A copy of the existing by-laws of the trustee (Exhibit 4 to Form T-1 filed on October 28, 2009, in connection with Registration Statement No. 333-162713).

5. Not applicable.
6. The consent of the trustee required by Section 321(b) of the Act.
7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
8. Not applicable.
9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939 the trustee, The Bank of New York Mellon Trust Company, N.A., a banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Chicago, and State of Illinois, on the 23rd day of February, 2018.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

EXHIBIT 6

The consent of the trustee required by Section 321 (b) of the Trust Indenture Act of 1939

February 23, 2018

United States
Securities and Exchange Commission
Washington, D.C. 20549

Ladies and Gentlemen:

In connection with the qualification of the Indenture between SESI, L.L.C., each of the Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee, the undersigned, in accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, hereby consents that the reports of examinations of the undersigned, made by Federal, State, Territorial, or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

The Bank of New York Mellon Trust Company, N.A.

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

EXHIBIT 7

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
of 400 South Hope Street, Suite 500, Los Angeles, CA 90071

At the close of business December 31, 2017, published in accordance with Federal regulatory authority instructions.

	Dollar Amounts in Thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	4,247
Interest-bearing balances	533,579
Securities:	
Held-to-maturity securities	0
Available-for-sale securities	542,018
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold	0
Securities purchased under agreements to resell	0
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	0
LESS: Allowance for loan and lease losses	0
Loans and leases, net of unearned income and allowance	0
Trading assets	0
Premises and fixed assets (including capitalized leases)	10,756
Other real estate owned	0
Investments in unconsolidated subsidiaries and associated companies	0
Direct and indirect investments in real estate ventures 0	
Intangible assets:	
Goodwill	856,313
Other intangible assets	24,347
Other assets	121,741
Total assets	$2,093,001

LIABILITIES		
Deposits:		
In domestic offices		602
Noninterest-bearing	602	
Interest-bearing	0	
Not applicable		
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased		0
Securities sold under agreements to repurchase		0
Trading liabilities		0
Other borrowed money:		
(includes mortgage indebtedness and obligations under capitalized leases)		0
Not applicable		
Not applicable		
Subordinated notes and debentures		0
Other liabilities		222,312
Total liabilities		222,914
Not applicable		
EQUITY CAPITAL		
Perpetual preferred stock and related surplus		0
Common stock		1,000
Surplus (exclude all surplus related to preferred stock)		1,123,124
Not available		
Retained earnings		747,028
Accumulated other comprehensive income		(1,065)
Other equity capital components		0
Not available		
Total bank equity capital		1,870,087
Noncontrolling (minority) interests in consolidated subsidiaries		0
Total equity capital		1,870,087
Total liabilities and equity capital		2,093,001

I, Matthew J. McNulty, CFO of the above-named bank, do hereby declare that the Reports of Condition and Income (including the supporting schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true to the best of my knowledge and belief.

Matthew J. McNulty) CFO

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition (including the supporting schedules) for this report date and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Antonio I. Portuondo, President)
William D. Lindelof, Director) Directors (Trustees)
Alphonse J. Briand, Director)

Exhibit 99.1

LETTER OF TRANSMITTAL

TO TENDER
7.75% SENIOR NOTES DUE 2024 (CUSIP NOS. U8151EAE6, 78412FAS3 and 78412FAT1)
OF
SESI, L.L.C.

PURSUANT TO THE EXCHANGE OFFER AND PROSPECTUS
DATED , 2018

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2018 (THE "EXPIRATION DATE"), UNLESS THE EXCHANGE OFFER IS EXTENDED BY THE ISSUER.

The Exchange Agent for the Exchange Offer is:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By First Class Mail:
c/o The Bank of New York Mellon
Corporate Trust Operations
111 Sanders Creek Parkway
East Syracuse, New York 13057
Attention: Eric Herr, Corporate Trust Operations – Reorganization Unit
Phone: (315) 414-3362

By Courier or Overnight Delivery:
c/o The Bank of New York Mellon
Corporate Trust Operations
111 Sanders Creek Parkway
East Syracuse, New York 13057
Attention: Eric Herr, Corporate Trust Operations – Reorganization Unit
Phone: (315) 414-3362

For Facsimile Transmission (eligible institutions only):
(732) 667-9408
Attn: Corporate Trust Operations – Reorganization unit
Confirm via email:
ct_reorg_unit_inquiries@bnymellon.com

If you wish to exchange your issued and outstanding 7.75% Senior Notes due 2024 (CUSIP Nos. U8151EAE6, 78412FAS3 and/or 78412FAT1) (collectively, the "**Outstanding Notes**"), for an equal aggregate principal amount of newly issued 7.75% Senior Notes due 2024 (CUSIP No.) (the "**Exchange Notes**"), with materially identical terms that have been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), pursuant to the exchange offer, you must validly tender (and not validly withdraw) your Outstanding Notes to the Exchange Agent prior to the Expiration Date.

We refer you to the Prospectus, dated , 2018 (the "**Prospectus**"), of SESI, L.L.C. (the "**Issuer**") and this Letter of Transmittal (the "**Letter of Transmittal**"), which together describe the Issuer's offer (the "**Exchange Offer**") to exchange the Outstanding Notes for a like aggregate principal amount of Exchange Notes. Capitalized terms used but not defined herein have the respective meaning given to them in the Prospectus.

The Issuer reserves the right, at any time or from time to time, to extend the Exchange Offer at its discretion, in which event the term "**Expiration Date**" shall mean the latest date to which the Exchange Offer is extended. The Issuer shall notify the Exchange Agent and each registered holder of the Outstanding Notes of any extension by oral (promptly followed in writing) or written notice prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

This Letter of Transmittal is to be used by holders of the Outstanding Notes. Tender of Outstanding Notes is to be made according to the Automated Tender Offer Program ("**ATOP**") of The Depository Trust Company ("**DTC**") pursuant to the procedures set forth in the Prospectus under the caption "Exchange Offer—Procedures for Tendering." DTC participants that are accepting the Exchange Offer must transmit their acceptance to DTC, which

will verify the acceptance and execute a book-entry delivery to the Exchange Agent's DTC account. DTC will then send a computer generated message known as an "agent's message" to the Exchange Agent for its acceptance. For you to validly tender your Outstanding Notes in the Exchange Offer the Exchange Agent must receive, prior to the Expiration Date, an agent's message under the ATOP procedures that confirms that:

- DTC has received your instructions to tender your Outstanding Notes; and
- you agree to be bound by the terms of this Letter of Transmittal.

No representation is made as to the correctness or accuracy of the CUSIP Numbers listed in this Letter of Transmittal or printed on the Notes. Neither the Issuer, the Guarantors, the Exchange Agent, nor the Trustee shall be responsible for the selection or use of CUSIP Numbers. They are provided solely for the convenience of the Holders.

IMPORTANT: BY USING THE ATOP PROCEDURES TO TENDER OUTSTANDING NOTES, YOU WILL NOT BE REQUIRED TO DELIVER THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT. HOWEVER, YOU WILL BE BOUND BY ITS TERMS, AND YOU WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND THE REPRESENTATIONS AND WARRANTIES IT CONTAINS, JUST AS IF YOU HAD SIGNED IT.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

1. By tendering Outstanding Notes in the Exchange Offer, you acknowledge receipt of the Prospectus and this Letter of Transmittal.

2. By tendering Outstanding Notes in the Exchange Offer, you represent and warrant that you have full authority to tender the Outstanding Notes described above and will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the tender of your Outstanding Notes.

3. You understand that the tender of the Outstanding Notes pursuant to all of the procedures set forth in the Prospectus will constitute an agreement between you and the Issuer as to the terms and conditions set forth in the Prospectus.

4. By tendering Outstanding Notes in the Exchange Offer, you acknowledge that the Exchange Offer is being made in reliance upon interpretations contained in no-action letters issued to third parties by the staff of the Securities and Exchange Commission (the "**SEC**"), including Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1989), Morgan Stanley & Co., Inc., SEC No-Action Letter (June 5, 1991) and Shearman & Sterling, SEC No-Action Letter (July 2, 1993), and that the Exchange Notes issued in exchange for the Outstanding Notes pursuant to the Exchange Offer may be offered for resale, resold or otherwise transferred by holders thereof without compliance with the registration and prospectus delivery provisions of the Securities Act (other than a broker-dealer who purchased Outstanding Notes exchanged for such Exchange Notes directly from the Issuer to resell pursuant to Rule 144A or any other available exemption under the Securities Act, and any such holder that is an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act), *provided* that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders are not participating in, and have no arrangement with any other person to participate in, the distribution of such Exchange Notes.

5. By tendering Outstanding Notes in the Exchange Offer, you represent and warrant that:

   (a) the Exchange Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of your business, whether or not you are the holder;

   (b) you are not engaging, do not intend to engage and have no arrangement or understanding with any person to participate, in the distribution of Outstanding Notes or Exchange Notes within the meaning of the Securities Act;

   (c) you are not an "affiliate," as such term is defined under Rule 405 promulgated under the Securities Act, of the Issuer;

   (d) if you are a broker-dealer, that you will receive the Exchange Notes for your own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities and that you acknowledge that you will deliver a prospectus (or, to the extent permitted by law, make available a prospectus) in connection with any resale of such Exchange Notes and that you cannot rely on the position of the staff of the SEC set forth in certain no-action letters; and

   (e) you understand that a secondary resale transaction described in clause 5(d) above and any resales of the Exchange Notes obtained in exchange for the Outstanding Notes originally acquired from the Issuer should be covered by an effective registration statement containing the selling noteholder information required by Item 507 or Item 508, as applicable, of Regulation S-K.

You may, if you are unable to make all of the representations and warranties contained in Item 5 above and as otherwise permitted in the Registration Rights Agreement (as defined below), elect to have your Outstanding Notes registered in the shelf registration statement described in the Registration Rights Agreement, dated August 17, 2017

(the "**Registration Rights Agreement**"). Such election may be made by notifying the Issuer in writing at 1001 Louisiana Street, Suite 2900, Houston, TX, 77002, Attention: Chief Financial Officer. By making such election, you agree, as a holder of Outstanding Notes participating in a shelf registration, to indemnify and hold harmless the Issuer, the Guarantors, each of the respective directors, each of the officers of the Issuer and Guarantors who signs such shelf registration statement, each other selling holder of Outstanding Notes, and each person, if any, who controls the Issuer or a Guarantor, the initial purchasers of the Outstanding Notes, as applicable, and any other selling holder of Outstanding Notes within the meaning of either the Securities Act or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), from and against any and all losses, claims, damages or liabilities that arise out of, or are based upon, (1) any untrue statement or alleged untrue statement of a material fact contained in any shelf registration statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (2) any untrue statement or alleged untrue statement of a material fact contained in any prospectus or any free writing prospectus, or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act ("**issuer information**"), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case made in reliance upon and in conformity with any information relating to you furnished to the Issuer in writing by you expressly for use in any shelf registration statement, any prospectus, any free writing prospectus and any issuer information. Any such indemnification shall be governed by the terms and subject to the conditions set forth in the Registration Rights Agreement including, without limitation, the provisions regarding notice, retention of counsel, contribution and payment of expenses set forth therein. The above summary of the indemnification provision of the Registration Rights Agreement is not intended to be exhaustive and is qualified in its entirety by the Registration Rights Agreement.

6. If you are a broker-dealer that will receive Exchange Notes for your own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, you acknowledge by tendering Outstanding Notes in the Exchange Offer, that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an "underwriter" within the meaning of the Securities Act.

7. If you are a broker-dealer and Outstanding Notes held for your own account were not acquired as a result of market-making or other trading activities, such Outstanding Notes cannot be exchanged pursuant to the Exchange Offer.

8. Any of your obligations hereunder shall be binding upon your successors, assigns, executors, administrators, trustees in bankruptcy and legal and personal representatives.

INSTRUCTIONS FORMING PART OF THE
TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Book-Entry Confirmations.

Any confirmation of a book-entry transfer to the Exchange Agent's account at DTC of Outstanding Notes tendered by book-entry transfer (a "**Book-Entry Confirmation**"), as well as Agent's Message and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein prior to 5:00 p.m., New York City time, on the Expiration Date.

2. Partial Tenders.

Tenders of the Outstanding Notes will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The entire principal amount of Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise communicated to the Exchange Agent. If the entire principal amount of all Outstanding Notes is not tendered, then Outstanding Notes for the principal amount of Outstanding Notes not tendered and Exchange Notes issued in exchange for any Outstanding Notes accepted will be delivered to the holder via the facilities of DTC promptly after the Outstanding Notes are accepted for exchange.

3. Validity of Tenders.

All questions as to the validity, form, eligibility (including time of receipt), acceptance, and withdrawal of tendered Outstanding Notes will be determined by the Issuer, in its sole discretion, which determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders not in proper form or the acceptance for exchange of which may, in the opinion of counsel for the Issuer, be unlawful. The Issuer also reserves the absolute right to waive any of the conditions of the Exchange Offer or any defect or irregularity in the tender of any Outstanding Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions on the Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Outstanding Notes must be cured within such time as the Issuer shall determine. Although the Issuer intends to notify holders of defects or irregularities with respect to tenders of Outstanding Notes, neither the Issuer, the Exchange Agent, nor any other person shall be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give such notification. Tenders of Outstanding Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders, unless otherwise provided in the Letter of Transmittal, promptly following the Expiration Date.

4. Waiver of Conditions.

The Issuer reserves the absolute right to waive, in whole or part, up to the expiration of the Exchange Offer, any of the conditions to the Exchange Offer set forth in the Prospectus or in this Letter of Transmittal.

5. No Conditional Tender.

No alternative, conditional, irregular or contingent tender of Outstanding Notes will be accepted.

6. Request for Assistance or Additional Copies.

Requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address or telephone number set forth on the cover page of this Letter of Transmittal. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

7. Withdrawal.

Tenders may be withdrawn only pursuant to the limited withdrawal rights set forth in the Prospectus under the caption "Exchange Offer—Withdrawal of Tenders."

8. No Guarantee of Late Delivery.

There is no procedure for guarantee of late delivery in the Exchange Offer.

IMPORTANT: BY USING THE ABOVE PROCEDURES TO TENDER OUTSTANDING NOTES, YOU WILL NOT BE REQUIRED TO DELIVER THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT. HOWEVER, YOU WILL BE BOUND BY ITS TERMS, AND YOU WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND THE REPRESENTATIONS AND WARRANTIES IT CONTAINS, JUST AS IF YOU HAD SIGNED IT.