

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

DATE OF REPORT: November 16, 2004
(Date of earliest event reported)

Hornbeck Offshore Services, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

*(State or other jurisdiction of
incorporation or organization)*

001-32108

(Commission File Number)

72-1375844

*(I.R.S. Employer Identification
Number)*

103 Northpark Boulevard, Suite 300

Covington, LA

(Address of Principal Executive Offices)

70433

(Zip Code)

(985) 727-2000

(Registrant's Telephone Number, Including Area Code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01—Entry into a Material Definitive Agreement

See the disclosure under Item 3.03 of this Current Report on Form 8-K, which is incorporated by reference in this Item 1.01.

Item 3.03—Material Modification to Rights of Security Holders

A Fifth Supplemental Indenture, dated November 19, 2004, to that Indenture dated July 24, 2001 (“2001 Indenture”), has been executed by Hornbeck Offshore Services, Inc. (NYSE: HOS), a Delaware corporation (“Company”), certain of its subsidiaries and Wells Fargo Bank, National Association, as trustee. The Fifth Supplemental Indenture becomes operative, by its terms, upon consummation of the purchase, in connection with the Company’s pending tender offer (“Offer”) and related consent solicitation (“Solicitation”), of those of the Company’s \$175,000,000 aggregate principal amount of 10-5/8% Senior Notes due 2008 (CUSIP 440536 AB 6) (the “2001 Notes”) tendered prior to 5:00 p.m. Eastern time on November 17, 2004, which constitute more than a majority of the aggregate outstanding principal amount of the Company’s 2001 Notes. The Fifth Supplemental Indenture will amend the 2001 Indenture by eliminating most of the restrictive covenants and certain defined events of default relating to the 2001 Notes. The closing, scheduled for November 23, 2004, of the purchase of 2001 Notes pursuant to the Offer is conditioned on the sale of \$225,000,000 aggregate principal amount of the Company’s 6.125% Senior Notes due 2014 (“Senior Notes”).

The Senior Notes have not been registered under the Securities Act of 1933 or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws. This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy the Senior Notes.

The description of the provisions of the Fifth Supplemental Indenture set forth above is qualified in its entirety by reference to the full and complete terms contained in the Fifth Supplemental Indenture, a copy of which is attached to this Current Report on Form 8-K as Exhibit 4.1.

Item 8.01—Other Events

On November 16, 2004, the Company announced that it had determined the total consideration to be paid pursuant to its pending Offer for any and all of the 2001 Notes and the related Solicitation.

On November 17, 2004, the Company announced that it had received the consents necessary to adopt the proposed amendments to the 2001 Indenture governing the 2001 Notes in the Offer and Solicitation.

Copies of press releases with these announcements are attached as Exhibits 99.1 and 99.2.

Item 9.01—Financial Statements and Exhibits

(c) Exhibits.

4.1 Fifth Supplemental Indenture, dated November 19, 2004, to that certain Indenture dated July 24, 2001, between Wells Fargo Bank Minnesota, National Association (as Trustee), Hornbeck Offshore Services, Inc., and the guarantors named therein

99.1 Press Release, dated November 16, 2004

99.2 Press Release, dated November 17, 2004

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Hornbeck Offshore Services, Inc.

Date: November 22, 2004

By: /s/ James O. Harp, Jr.
James O. Harp, Jr.
Vice President and Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Fifth Supplemental Indenture, dated November 19, 2004, to that certain Indenture dated July 24, 2001, between Wells Fargo Bank Minnesota, National Association (as Trustee), Hornbeck Offshore Services, Inc., and the guarantors named therein
99.1	Press Release, dated November 16, 2004
99.2	Press Release, dated November 17, 2004

HORNBECK OFFSHORE SERVICES, INC.

AND

THE GUARANTORS NAMED HEREIN,

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

FIFTH SUPPLEMENTAL INDENTURE

Dated as of November 19, 2004

to

Indenture

Dated as of July 24, 2001

10^{5/8}% Series A Senior Notes due 2008

10^{5/8}% Series B Senior Notes due 2008

FIFTH SUPPLEMENTAL INDENTURE

THIS FIFTH SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of November 19, 2004, is by and among Hornbeck Offshore Services, Inc., a Delaware corporation (the "Company"), the Guarantors listed on the signature pages hereof, and Wells Fargo Bank, National Association, a national banking association, as trustee (the "Trustee").

WHEREAS, the Trustee, the Company and certain subsidiaries of the Company have heretofore executed and delivered that certain Indenture dated as of July 24, 2001 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), providing for the issuance of 10⁵/₈% Series A Senior Notes due 2008 and 10⁵/₈% Series B Senior Notes due 2008;

WHEREAS, on July 24, 2001, the Company issued \$175,000,000 aggregate principal amount of its 10⁵/₈% Series A Senior Notes due 2008 and subsequently exchanged them for an equal aggregate principal amount of its 10⁵/₈% Series B Senior Notes due 2008 (collectively, the "Notes"), all of which Notes are currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of Holders representing at least a majority in principal amount of the Notes then outstanding, the Company, when authorized by a resolution of its Board of Directors, the Guarantors, and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the Notes (subject to certain exceptions);

WHEREAS, the Company desires and has requested the Trustee to join with it and the Guarantors in entering into this Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Company has been soliciting consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in its Offer to Purchase and Consent Solicitation Statement dated November 3, 2004 and the related Consent and Letter of Transmittal (which together, including any amendments, modifications or supplements thereto, constitute the "Tender Offer");

WHEREAS, the execution and delivery of this Supplemental Indenture has been authorized by resolutions of the Board of Directors of the Company and of the Boards of Directors of each of the Guarantors;

WHEREAS, (1) the Company has received the consent of the Holders of more than a majority in principal amount of the outstanding Notes, all as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture, (2) the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture as contemplated by Section 9.06 of the Indenture and (3) the Company and the Guarantors have satisfied all other conditions required under Article 9 of the Indenture to enable the Company, the Guarantors and the Trustee to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Deletion of Definitions and Related References. Section 1.01 of Article 1 of the Indenture is hereby amended to delete in their entirety all terms and their respective definitions for

which all references are eliminated in the Indenture as a result of the amendments set forth in Article II of this Supplemental Indenture.

ARTICLE II

AMENDMENTS TO INDENTURE AND NOTES

Section 2.1 Amendments to Articles 3, 4, 5 and 6. The Indenture is hereby amended by deleting the following provisions of the Indenture and all references thereto in their entirety:

Section 3.09 (Offer to Purchase by Application of Excess Proceeds);
Section 4.04(b) and (c) (Compliance Certificate);
Section 4.05 (Taxes); Section 4.06 (Stay, Extension and Usury Laws);
Section 4.07 (Restricted Payments);
Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries);
Section 4.09 (Incurrence of Indebtedness and Issuance of Disqualified Equity);
Section 4.10 (Asset Sales); Section 4.11 (Transactions with Affiliates);
Section 4.12 (Liens); Section 4.13 (Additional Subsidiary Guarantees);
Section 4.15 (Offer to Purchase Upon Change of Control);
Section 4.16 (Issuances and Sales of Capital Stock of Restricted Subsidiaries);
Section 4.17 (Sale-and-Leaseback Transactions);
Section 4.18 (No Inducements);
Section 4.21 (Conduct of Business);
Section 5.01(c) and clauses (A) and (B) of Section 5.01(d) (Merger, Consolidation or Sale of Assets); and
Section 6.01(c), (d), (e) and (f) (Events of Default).

Section 2.2 Amendments to Notes. The Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture, including, without limitation, paragraph 7 thereof.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section 3.1 Defined Terms. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 3.2 Indenture. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 3.3 Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3.4 Successors. All agreements of the Company and the Guarantors in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 3.5 Duplicate Originals. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy.

Section 3.6 Severability. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.7 Trustee Disclaimer. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company and the Guarantors, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 3.8 Effectiveness. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the purchase by the Company of more than a majority in principal amount of the outstanding Notes pursuant to the Tender Offer, with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such purchase shall not occur. The Company shall notify the Trustee promptly after the occurrence of such purchase or promptly after the Company shall determine that such purchase will not occur.

Section 3.9 Endorsement and Change of Form of Notes. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Company, with a notation as follows:

“Effective as of November 19, 2004, certain restrictive covenants of the Company and certain Events of Default have been eliminated or limited, as provided in the Fifth Supplemental Indenture, dated as of November 19, 2004. Reference is hereby made to said Fifth Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

Section 3.10 Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

HORNBECK OFFSHORE SERVICES, INC.

By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Vice President and Chief Financial Officer

Guarantors:

ENERGY SERVICES PUERTO RICO, LLC*
HORNBECK OFFSHORE SERVICES, LLC*
HORNBECK OFFSHORE TRANSPORTATION, LLC*
HORNBECK OFFSHORE OPERATORS, LLC*
HOS-IV, LLC*
HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC*
HORNBECK OFFSHORE MILITARY VENTURES, LLC*

*By: /s/ James O. Harp, Jr.
Name: James O. Harp, Jr.
Title: Vice President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Jane Y. Schweiger
Name: Jane Y. Schweiger
Title: Vice President



HORNBECK OFFSHORE SERVICES, INC.
Service with Energy

NEWS RELEASE
04-019

Contacts: Jim Harp, CFO
Hornbeck Offshore Services
985-727-6802

For Immediate Release

Ken Dennard, Managing Partner
Lisa Elliott, Vice President
DRG&E / 713-529-6600

**Hornbeck Offshore Announces Final Pricing
for Tender Offer of 10^{5/8}% Senior Notes due 2008**

November 16, 2004 — New Orleans, Louisiana — Hornbeck Offshore Services, Inc. (NYSE: HOS) announced today that it has determined the total consideration to be paid pursuant to its pending tender offer (the "Offer") for any and all \$175,000,000 aggregate principal amount of its 10-5/8% Senior Notes due 2008 (CUSIP 440536 AB 6) (the "Notes") and related consent solicitation ("Consent Solicitation"). The Offer and Consent Solicitation commenced on Wednesday, November 3, 2004, and are scheduled to expire at 5:00 p.m., Eastern time, on Friday December 3, 2004 (the "Expiration Time").

The Tender Offer Yield for bonds tendered and accepted will be 3.172%, and was determined as of 2:00 p.m. Eastern time today by reference to a fixed spread of 0.75% over the yield to maturity of the 1.50% United States Treasury Security due July 31, 2005. Assuming a settlement date of November 24, 2004, the total consideration for each \$1,000 in principal amount of the Notes will be \$1,102.08, plus accrued and unpaid interest up to, but not including, that date.

The total consideration for the Notes includes a consent payment of \$30 per \$1,000 principal amount for all Notes validly tendered and not validly withdrawn prior to 5:00 p.m., Eastern time, tomorrow, November 17, 2004, unless extended (the "Consent Time"), if such Notes are accepted for purchase. Subject to the conditions of the Offer, the initial settlement date with respect to all Notes validly tendered and not validly

withdrawn before the Consent Time that are accepted, will be within five business days following the Consent Time. The final settlement date will occur promptly after the Expiration Time, and is expected to be the business day following the Expiration Time, or December 6, 2004, for those notes validly tendered and not validly withdrawn after the Consent Time but before the Expiration Time that are accepted. Each of such initial settlement date and final settlement date is referred to as a "Settlement Date." Payment for all of the Notes accepted in the Offer will include accrued and unpaid interest up to, but not including, the applicable Settlement Date.

The Offer and Consent Solicitation are being made pursuant to the terms and subject to the conditions, including the Company's receipt of tendered Notes representing a majority of the principal amount of the Notes outstanding prior to the Consent Time and the receipt of financing on terms and in amounts acceptable to the Company, as set forth in detail in the Company's Offer to Purchase and Consent Solicitation Statement dated November 3, 2004, and the Consent and Letter of Transmittal. Copies of these documents are available from the Information Agent and Tender Agent, Global Bondholder Services, by calling (866) 470-3800 (US toll-free) or (212) 430-3774 (collect). Hornbeck Offshore has also retained Goldman, Sachs & Co. as Dealer Manager for the Offer and Solicitation Agent for the Consent Solicitation. Questions about the Offer or the Consent Solicitation may be directed to the Credit Liability Management Group of Goldman, Sachs & Co. at (800) 828-3182 (US toll-free) or (212) 357-5680 (collect).

This news release is not an offer to purchase, a solicitation of an offer to sell or a solicitation of consent with respect to any securities. The Offer is being made solely by the Offer to Purchase and Consent Solicitation Statement dated November 3, 2004.

Hornbeck Offshore Services, Inc. is a leading provider of technologically advanced, new generation offshore supply vessels in the U.S. Gulf of Mexico and select international markets, and is a leading transporter of petroleum products through its fleet of ocean-going tugs and tank barges, primarily in the northeastern U.S. and in Puerto Rico.

Forward-Looking Statements

This news release contains forward-looking statements, including, in particular, statements about Hornbeck Offshore's plans and intentions. These have been based on the Company's current assumptions, expectations and projections about future events. Although the Company believes that the expectations reflected in these forward-looking statements are reasonable, the Company can give no assurance that the expectations will prove to be correct.

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HORNBECK OFFSHORE SERVICES, INC.
Service with Energy

NEWS RELEASE
04-020

Contacts: Jim Harp, CFO
Hornbeck Offshore Services
985-727-6802

For Immediate Release

Ken Dennard, Managing Partner
Lisa Elliott, Vice President
DRG&E / 713-529-6600

**Hornbeck Offshore Announces Receipt of Requisite Consents
to Amend Indenture Governing its 10⁵/₈% Senior Notes due 2008**

November 17, 2004 — New Orleans, Louisiana — Hornbeck Offshore Services, Inc. (NYSE: HOS) announced today that it has received the consents necessary to adopt the proposed amendments to the indenture governing the Notes (the "Indenture") in its previously commenced tender offer (the "Offer") and related consent solicitation (the "Consent Solicitation") for any and all \$175,000,000 aggregate principal amount of its 10-5/8% Senior Notes due 2008 (CUSIP 440536 AB 6) (the "Notes"). Adoption of the proposed amendments required the consent of holders of at least a majority of the aggregate principal amount of the outstanding Notes, and holders who tendered their Notes in the Offer were deemed to consent to the proposed amendments. A total of approximately \$159,454,000, or over 91% in aggregate principal amount of the outstanding Notes were validly tendered and not validly withdrawn before 5:00 P.M., Eastern time, on November 17, 2004 (the "Consent Time").

The Company and the Indenture trustee, Wells Fargo Bank, National Association, anticipate executing, within the next few days, a supplemental indenture setting forth the proposed amendments to eliminate most of the restrictive covenants and certain events of default from the Indenture. The proposed amendments will become operative upon the closing of the purchase by the Company of the Notes tendered by the Consent Time, which totaled more than a majority of the Notes outstanding. The closing is expected to occur on November 23, 2004. Such amendments will be binding upon all holders of Notes, including those not tendering pursuant to the Offer

Based on an initial settlement date of November 23, 2004, the total consideration per \$1,000 principal amount of Notes will be \$1,102.28. Holders that tender their Notes after the Consent Time and on or prior to 5:00 P.M. Eastern time, on December 3, 2004, will receive the purchase price per \$1,000 principal amount of Notes of \$1,069.73, based on an expected final settlement date of December 6, 2004, but such tendering holders will not receive the consent payment of \$30.00 per \$1,000.00 principal amount that is payable to holders that tendered their Notes prior to the Consent Time. Payment for all of the Notes accepted in the Offer will also include accrued and unpaid interest up to, but not including, the applicable settlement date.

Hornbeck Offshore Services, Inc. is a leading provider of technologically advanced, new generation offshore supply vessels in the U.S. Gulf of Mexico and select international markets, and is a leading transporter of petroleum products through its fleet of ocean-going tugs and tank barges, primarily in the northeastern U.S. and in Puerto Rico.

Forward-Looking Statements

This news release contains forward-looking statements, including, in particular, statements about Hornbeck Offshore's plans and intentions. These have been based on the Company's current assumptions, expectations and projections about future events. Although the Company believes that the expectations reflected in these forward-looking statements are reasonable, the Company can give no assurance that the expectations will prove to be correct.

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