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As filed with the U.S. Securities and Exchange Commission on December 7, 2023.

Registration No. 333-

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

# FORM S-1
# REGISTRATION STATEMENT
***UNDER***
***THE SECURITIES ACT OF 1933***

# Hornbeck Offshore Services, Inc.
**(Exact name of registrant as specified in its charter)**

| Delaware | 4424 | 72-1375844 |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Primary Standard Industrial Classification Code Number) | (I.R.S. Employer Identification No.) |

**103 Northpark Boulevard, Suite 300**
**Covington, Louisiana 70433**
**Telephone: (985) 727-2000**
**(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)**

**Todd M. Hornbeck**
**Chairman of the Board, President and Chief Executive Officer**
**103 Northpark Boulevard, Suite 300**
**Covington, Louisiana 70433**
**Telephone: (985) 727-2000**
**(Name, address, including zip code, and telephone number, including area code, of agent for service)**

***With copies to:***

**Matthew R. Pacey, P.C.**
**Bryan D. Flannery**
**Kirkland & Ellis LLP**
**609 Main Street**
**Houston, TX 77002**
**(713) 836-3786**

**T. Mark Kelly**
**E. Ramey Layne**
**Vinson & Elkins LLP**
**845 Texas Avenue**
**Houston, TX 77002**
**(713) 758-2222**

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

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 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, please 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(c) 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, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

| | | | |
|---|---|---|---|
| Large accelerated filer | ☐ | Accelerated filer | ☐ |
| Non-accelerated filer | ☒ | 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. ☐

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant 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, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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**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 jurisdiction where the offer or sale is not permitted.**

**Subject to Completion, dated , 2024**

**PROSPECTUS**

## Shares


# Hornbeck Offshore Services, Inc.

## Common Stock

This is an initial public offering of shares of our common stock. We are offering shares of our common stock. Certain selling stockholders identified in this prospectus are offering shares of our common stock.

Prior to this offering, there has been no public market for our common stock. We estimate that the initial public offering price per share will be between $ and $ . See "Underwriting" for a discussion of the factors to be considered in determining the initial offering price. We intend to apply to list our common stock on the New York Stock Exchange (the "NYSE") under the symbol "HOS."

*Investing in shares of our common stock involves significant risks. See "Risk Factors" beginning on page 30.*

**Neither the Securities and Exchange Commission nor any other regulatory body 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.**

| | Per Share | Total |
|---|---|---|
| Initial public offering price | $ | $ |
| Underwriting discounts and commissions(1) | $ | $ |
| Proceeds, before expenses, to us | $ | $ |
| Proceeds, before expenses, to the selling stockholders | $ | $ |

(1) We have agreed to reimburse the underwriters for certain expenses. See "Underwriting."

We and the selling stockholders have granted the underwriters an option for a period of 30 days from the date of this prospectus to purchase up to an additional shares of our common stock from us at the initial public offering price, less the underwriting discounts and commissions. We will not receive any proceeds from the sale of shares of our common stock by the selling stockholders, including upon the sale of shares of our common stock by the selling stockholders if the underwriters exercise their option.

The underwriters expect to deliver the shares of common stock to purchasers on or about , 2024.

**J.P. Morgan** **Barclays**

DNB Markets Piper Sandler Guggenheim Securities Raymond James

BTIG Johnson Rice & Company Pickering Energy Partners Seaport Global Securities

Academy Securities Drexel Hamilton

Prospectus dated , 2024

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**Through and including , 2024 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.**

Neither we, the selling stockholders, nor the underwriters (and any of our or their affiliates) have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who obtain this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside of the United States.

## COMMONLY USED DEFINED TERMS

As used in this prospectus, unless the context indicates or otherwise requires, the terms listed below have the following meanings:

"*2023 Equity Incentive Plan" means Hornbeck Offshore Services, Inc. 2023 Equity Incentive Plan, the form of which is attached as Exhibit 10.4;*

"*2020 Management Incentive Plan*" means the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc., a copy of which is attached as Exhibit 10.2, as amended by that certain First Amendment to 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc. a copy of which is attached as Exhibit 10.3;

"*Annual Financial Statements*" means the audited consolidated financial statements of Hornbeck Offshore Services, Inc. at December 31, 2022 and 2021, and for the years ended December 31, 2022 and 2021, for the period from September 5, 2020 to December 31, 2020 (Successor) and for the period from January 1, 2020 to September 4, 2020 (Predecessor);

"*Ares*" means Ares Management Corporation (NYSE: ARES);

"*ASC*" means Financial Accounting Standards Board Accounting Standards Codification;

"*CO2e/kboe*" means carbon dioxide equivalent per thousand barrels of oil equivalent;

"*Company*," "*Hornbeck*," "*we*," "*our*" or "*us*" means, unless otherwise indicated or the context otherwise requires, Hornbeck Offshore Services, Inc., a Delaware corporation, and its consolidated subsidiaries;

"*Creditor Warrants*" means those certain warrants issued to certain claimants in settlement of certain pre-Chapter 11 Cases liabilities;

"*ECO*" means Edison Chouest Offshore;

"*ECO Acquisitions*" means the ECO Acquisitions #1 and the ECO Acquisitions #2;

"*ECO Acquisitions #1*" means the acquisition of six high-spec OSVs effected pursuant to the definitive purchase agreements the Company entered into with certain affiliates of ECO on January 10, 2022, as amended;

"*ECO Acquisitions #2*" means the acquisition of six high-spec OSVs effected as contemplated by the controlling purchase agreement the Company entered into with Nautical, an ECO affiliate, on December 22, 2022, as subsequently divided into separate agreements and as each is amended;

"*Effective Date*" means September 4, 2020, the date the Company emerged from its Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of Texas, Houston Division;

"*Exit Second Lien Term Loans*" means our outstanding term loans under the Second Lien Credit Agreement;

"*Financial Statements*" means our Annual Financial Statements and our Quarterly Financial Statements;

"*First Lien Credit Agreement*" means that certain first lien term loan credit agreement, dated the Effective Date (as amended and restated pursuant to that certain Amendment No. 1 to First Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement, dated December 22, 2021, as further amended pursuant to that certain First Amendment to Restated First Lien Credit Agreement, dated June 6, 2022, as further amended pursuant to that certain Interest Rate Replacement Index Agreement and Second

Amendment to First Lien Credit Agreement, dated July 27, 2023), by and among the Company, as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto;

"*GAAP*" means United States generally accepted accounting principles;

"*Gulf Island*" means Gulf Island Shipyards, LLC;

"*high-specification*" or "*high-spec*" means, when referring to OSVs, vessels with cargo-carrying capacity of between 3,500 and 5,000 DWT (i.e., primarily 265 to 280 class OSV notations), and dynamic-positioning systems with a DP-2 classification or higher; for the avoidance of doubt, any MPSV is a high-spec vessel (other than any MPSVs of greater than 5,000 DWT, which are ultra high-spec vessels);

"*Highbridge*" means Highbridge Capital Management LLC;

"*Jones Act Warrants*" means those certain warrants issued to certain non-U.S. citizens in settlement of certain pre-Chapter 11 Cases liabilities and in connection with subsequent private offerings of the Company's equity;

"*low-specification*" or "*low-spec*" means, when referring to OSVs, vessels with cargo-carrying capacity of less than 2,500 DWT (i.e., primarily 200 class OSV notations), and dynamic-positioning systems with a DP-1 classification or lower;

"*mid-specification*" or "*mid-spec*" means, when referring to OSVs, vessels with cargo carrying capacity of between 2,500 and 3,500 DWT (i.e., primarily 240 class OSV notations), and dynamic positioning systems with a DP-2 classification or higher;

"*Nautical*" means Nautical Solutions, L.L.C., an ECO affiliate;

"*Navieras*" means a shipping company, qualified under the laws of Mexico, that may own or operate vessels and naval artifacts, including in the Mexican coastwise trade;

"*PEMEX*" means Petroleos Mexicanos;

"*Petrobras*" means Petroleo Brasileiro S.A.;

"*principal stockholders*" means funds, investment vehicles or accounts managed or advised by Ares, Whitebox or Highbridge or their respective affiliates that own shares of our common stock;

"*Quarterly Financial Statements*" means the unaudited condensed consolidated financial statements for the three and nine months ended September 30, 2023 and 2022;

*"Replacement First Lien Term Loans*" means our first-lien replacement term loans under the First Lien Credit Agreement, the balance of which we repaid in full in August 2023;

"*Second Lien Credit Agreement*" means that certain second lien term loan credit agreement, dated the Effective Date (as amended pursuant to that certain Amendment No. 1 to Second Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement, dated December 22, 2021, as further amended pursuant to that certain Second Amendment to Second Lien Credit Agreement, dated June 6, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Company, as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders from time to time party thereto;

"*Surety*" means Zurich Insurance Company of America and Fidelity & Deposit Company of Maryland;

"*ultra high-specification*" or "*ultra high-spec*" means, when referring to OSVs, vessels with cargo-carrying capacity of greater than 5,000 DWT (i.e., 300 class OSV notations or higher), and dynamic-positioning systems with a DP-2 classification or higher; for the avoidance of doubt, any MPSV of greater than 5,000 DWT is an ultra high-spec vessel; and

"*Whitebox*" means Whitebox Advisors LLC.

## GLOSSARY OF TERMS

The following are abbreviations and definitions of certain terms used in this document, which are commonly used in the offshore support vessel industry:

"*active utilization*" means, when referring to OSVs or MPSVs, the weighted-average rate that active vessels are utilized, or generating revenues, based on a denominator comprised only of vessel-days available for service by the active fleet, which excludes the impact of inactive or stacked vessel days;

"*average dayrate*" means, when referring to OSVs or MPSVs, average revenue per day, which includes charter hire, crewing services and net brokerage revenues, based on the number of days during the period that the OSVs or MPSVs, as applicable, generated revenue. For purposes of vessel brokerage arrangements, this calculation excludes that portion of revenue that is equal to the cost of in-chartering third-party equipment paid by customers;

"*average utilization*" means, when referring to OSVs or MPSVs, the weighted-average rate that vessels are utilized, or generating revenues, based on a 365-day year;

"*BOEM*" means the Bureau of Ocean Energy Management;

"*cabotage laws*" means laws pertaining to the privilege of owning and operating vessels in the navigable, territorial waters of a nation;

"*coastwise trade*" means the transportation of merchandise or passengers by water, or by land and water, between points in the United States, either directly or via a foreign port within the meaning of 46 U.S.C. Chapter 551 and any successor statutes thereto, as amended or supplemented from time to time;

"*deep-well*" means a well drilled to a true vertical depth of 15,000' or greater, regardless of whether the well was drilled in the shallow water of the Outer Continental Shelf or in the deepwater or ultra-deepwater;

"*deepwater*" means offshore areas, generally 1,000' to 5,000' in depth;

"*DP-1*," "*DP-2*" and "*DP-3*" mean various classifications of dynamic positioning systems on vessels to automatically maintain a vessel's position and heading through anchor-less station-keeping;

"*DWT*" means deadweight tons;

"*effective dayrate*" means the average dayrate multiplied by the average utilization rate;

"*flotel*" means on-vessel accommodations services, such as lodging, meals and office space;

"*GoM*" means the U.S. GoM and the Mexico GoM;

"*IRM*" means inspection, repair and maintenance, also known as "IMR," or inspection, maintenance and repair, depending on regional preference;

"*Jones Act*" means the U.S. citizenship and cabotage laws principally contained in 46 U.S.C. § 50501(a), (b) and (d) and 46 U.S.C. Chapters 121 and 551 and any successor statutes thereto;

"*Jones Act-qualified*" means, when referring to a vessel, a U.S.-flagged vessel qualified to engage in domestic coastwise trade under the Jones Act;

"*long-term contract*" means a time charter of one year or longer in duration;

"*Mexico GoM*" means the territorial waters of Mexico in the Gulf of Mexico;

"*MPSV*" means a multi-purpose support vessel, and we consider all of our MPSVs to be high-spec or ultra high-spec;

"*MSC*" means the Military Sealift Command;

"*OSV*" means an offshore supply vessel, also known as a "PSV," or platform supply vessel, depending on regional preference;

"*ROV*" means a remotely operated vehicle;

"*SOV*" means service operation vessel;

"*ultra-deepwater*" means offshore areas, generally more than 5,000' in depth;

"*U.S. GoM*" means the territorial waters of the United States in the Gulf of Mexico; and

"*USCG*" means United States Coast Guard.

## MARKET AND INDUSTRY DATA

This prospectus includes market and industry data and forecasts that we have derived from publicly available information, various industry publications, other published industry sources and our internal data and estimates.

Additionally, our internal data and estimates are based upon information obtained from trade and business organizations and other contacts in the markets in which we operate. Although we believe these third-party sources are reliable as of their respective dates, we have not had this information further verified by any other independent sources. These sources include industry data from Wood Mackenzie's Emissions Benchmarking Tool, a report titled "Offshore Wind Market Report: 2023 Edition," dated August 2023, by the U.S. Department of Energy (the "DoE Report"), a report titled "Short-Term Energy Outlook," dated May 2023, by the U.S. Energy Information Administration (the "2023 EIA Outlook"), a report titled "Macro and OSV Demand Drivers Outlook," dated September 2023, by Rystad Energy Consultants, and a report titled "OSV Market Study," dated September 2023, by Fearnley Offshore Supply. Similarly, our internal research is based upon our understanding of industry conditions. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of factors, including those described in the sections entitled "Risk Factors" and "Special Note Regarding Forward-Looking Statements." These and other factors could cause results to differ materially from those expressed in our estimates and these third-party sources.

## TRADEMARKS, TRADENAMES AND SERVICE MARKS

We own or have rights to trademarks or trade names that we use in conjunction with the operation of our business and that appear in this prospectus. This prospectus also contains trademarks, service marks, trade names and copyrights of other companies which, to our knowledge, are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ® or ™ symbols, but the absence of such symbols does not indicate the registration status of the trademarks and is not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to such trademarks and trade names.

## BASIS OF PRESENTATION

Unless otherwise indicated or the context otherwise requires, references in this prospectus to the "Company," "Hornbeck," "we," "us" and "our" refer to Hornbeck Offshore Services, Inc. and its consolidated subsidiaries.

Our historical financial position and results of operations for the year ended December 31, 2022 (Successor), the year ended December 31, 2021 (Successor) and the period from September 5, 2020 through December 31, 2020 (Successor) may not be comparable to the historical financial position and results of operations for the period from January 1, 2020 through September 4, 2020 (Predecessor). We emerged from our Chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or the Bankruptcy Court on September 4, 2020 (the "Chapter 11 Cases"), and as a result, our financial statements after September 4, 2020 reflect the effect of our reorganization under the Chapter 11 Cases and application of fresh-start accounting. References to "Successor" in this prospectus relate to our financial position and results of operations subsequent to September 4, 2020, the date of our emergence from bankruptcy, and references to "Predecessor" in this prospectus relate to our financial position and results of operations prior to, and including, September 4, 2020. For more information about this basis of presentation, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Note 2 to the Annual Financial Statements included elsewhere in this prospectus.

Unless otherwise stated, discussions surrounding our vessels are as of October 31, 2023 and include the two vessels delivered in November 2023 and the one remaining vessel expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could extend into early 2024. Such discussions also include two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, which we expect to be delivered in 2025. Our vessels exclude four OSVs that we operate on behalf of the U.S. Navy.

## PRESENTATION OF CERTAIN FINANCIAL MEASURES

We disclose and discuss EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow as non-GAAP financial measures in this prospectus. We define EBITDA as earnings (net income or loss) before interest, income taxes, depreciation and amortization. Adjusted EBITDA reflects certain adjustments to EBITDA for gains or losses on early extinguishment of debt, terminated debt refinancing costs, stock-based compensation expense and interest income. In addition, Adjusted EBITDA excludes non-cash gains or losses on the fair value adjustment of liability-classified warrants, as well as restructuring costs and reorganization items, net related to the Company's voluntary relief in 2020 under Chapter 11 of the U.S. Bankruptcy Code and the application of fresh-start accounting under ASC 852, Reorganizations. We define Adjusted Free Cash Flow as Adjusted EBITDA less cash paid for deferred drydocking, cash paid for maintenance capital expenditures, cash paid for interest and cash paid for (refunds of) income taxes. Our measures of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow may not be comparable to similarly titled measures presented by other companies. Other companies may calculate EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow differently than we do, which may limit their usefulness as comparative measures.

We view EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow primarily as liquidity measures and, as such, we believe that the GAAP financial measure most directly comparable to those measures is cash flows provided by operating activities. Because EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are not measures of financial performance calculated in accordance with GAAP, they should not be considered in isolation or as a substitute for operating income, net income or loss, cash flows provided by operating, investing and financing activities, or other income or cash flow statement data prepared in accordance with GAAP.

EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are widely used by investors and other users of our financial statements as supplemental financial measures that, when viewed with our GAAP results and the accompanying reconciliations, we believe provide additional information that is useful to gain an understanding of the factors and trends affecting our ability to service debt, pay deferred taxes and fund drydocking charges, maintenance capital improvements and non-vessel capital expenditures. We also believe the disclosure of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow helps investors or lenders meaningfully evaluate and compare our cash flow generating capacity from quarter to quarter and year to year.

EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are also financial metrics used by management as supplemental internal measures for planning and forecasting overall expectations and for evaluating actual results against such expectations; for short-term cash bonus incentive compensation purposes; to compare to the EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow of other companies when evaluating potential acquisitions; and to assess our ability to service existing fixed charges and incur additional indebtedness. Additionally, we have historically made certain adjustments to EBITDA to internally evaluate our performance based on the computation of ratios used in certain financial covenants of our credit agreements with various lenders, whenever applicable. Currently, the Company's Second Lien Credit Agreement includes an incurrence test for the issuance of unsecured debt. The test requires a fixed charge coverage ratio of at least 2.0 to 1.0 at the time any unsecured debt is incurred. The fixed charge coverage ratio is calculated using certain adjustments to EBITDA defined by the Second Lien Credit Agreement, which adjustments are consistent with those reflected in Adjusted EBITDA in this prospectus. In addition, we believe that, based on covenants in prior credit facilities, future debt arrangements may require compliance with certain ratios that will likely include EBITDA or Adjusted EBITDA in the computations. Adjusted EBITDA is also currently utilized in connection with the Company's short-term cash bonus incentive compensation programs.

For definitions of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow and reconciliations to the most directly comparable measure under GAAP, see "Summary—Summary Historical Financial and Other Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Measures."

## ABOUT THIS PROSPECTUS

None of we, the selling stockholders or the underwriters have authorized anyone to provide you with information or make any representations other than those contained in this prospectus. We, the selling stockholders and the underwriters take no responsibility for, and provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, and only under circumstances and in jurisdictions where it is lawful to do so. You should assume that the information appearing in this prospectus is accurate as of the date on the front cover of this prospectus only. Our business, financial condition, results of operations and prospects may have changed since that date. We will update this prospectus as required by law, including with respect to any material change affecting us or our business prior to the completion of this offering.

Certain monetary amounts, percentages and other figures included in this prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be the arithmetic aggregation of the figures that precede them, and figures expressed as percentages in the text may not total 100% or, as applicable, when aggregated may not be the arithmetic aggregation of the percentages that precede them.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. Many statements included in this prospectus that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. These risks and other factors include, but are not limited to, those listed under "Risk Factors." In some cases, you can identify forward-looking statements by terminology such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "objective," "ongoing," "plan," "predict," "project," "potential," "should," "will," "would" or the negative of these terms or other comparable terminology. In particular, statements about the markets in which we operate and our expectations, beliefs, plans, strategies, objectives, prospects, assumptions or future events or performance contained in this prospectus under the headings "Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Business" are forward-looking statements. Forward-looking statements include, but are not limited to, statements about:

- our market opportunity and the potential growth of that market;
- our strategy, outcomes, and growth prospects;
- trends in our industry and service-offerings; and
- the competitive environment in which we operate.

Some of the factors that could cause actual results to differ materially from those expressed or implied by the forward-looking statements include:

- impacts from changes in oil and natural gas prices in the United States and worldwide;
- changes in decisions and capital spending by customers in the energy industry and the industry expectations for offshore exploration, field development and production;
- changes in decisions or plans or delays for offshore wind development in the United States;
- uncertainty of global financial market conditions and potential constraints in accessing capital or credit if and when needed with favorable terms, if at all;
- unplanned customer suspensions, cancellations, rate reductions ornon-renewals of vessel charters or vessel management contracts, or failures to finalize commitments to charter or manage vessels;
- delays or non-delivery of vessels subject to purchase, conversion and new construction agreements effective at the time of this offering, including delivery of the remaining vessel from the ECO Acquisitions #2, our SOV/flotel conversion and the two remaining vessels under the MPSV newbuild program;
- the inability to accurately predict vessel utilization levels and dayrates;
- the inability to successfully market across various industry applications the vessels that the Company owns, is constructing, is converting, has recently acquired or might acquire, including in traditional energy as well as offshore wind, military and other non-oilfield applications;
- integration of acquired businesses or vessels, or entry into new lines of business;
- changing customer demands for vessel specifications, which may make some of our older vessels technologically obsolete for certain customer projects or in certain markets;
- the operating risks normally incident to our lines of business, including the potential impact of liquidated counterparties;
- industry over-supply resulting from reactivating currently-stacked vessels;
- any change in the U.S. government's procurement policies and practices with regard to the chartering of privately-owned vessels or the management of government-owned vessels by private operators;

- an oil spill or other significant event in the United States or another offshore drilling region that could have a broad impact on deepwater and other offshore energy exploration and production activities, such as the suspension of activities or significant regulatory responses;
- the imposition of laws or regulations that result in reduced exploration and production activities or that increase the Company's operating costs or operating requirements, including laws and regulations addressing climate change;
- potential liability for remedial actions or assessments under existing or future environmental regulations or litigation;
- the impact of existing or future environmental regulations or litigation on our business or customer plans or projects;
- our ability to achieve, reach or otherwise meet initiatives, plans or ambitions with respect to environmental, social and governance ("ESG") matters, including mandates imposed by customers or governmental agencies;
- disputes with customers or vendors;
- consolidation of our customer base;
- technological or regulatory changes that shorten the expected useful lives of our vessels;
- increased regulatory burdens and oversight;
- administrative, judicial or political barriers to exploration and production activities in Mexico, Brazil or other foreign locations;
- changes in law or governmental policy or judicial action in Mexico affecting the Company's Mexican registration of vessels;
- administrative or other legal changes in Mexican or Brazilian cabotage laws;
- other legal or administrative changes in Mexico that adversely impact planned or expected offshore energy development;
- unanticipated difficulty in effectively competing in or operating in international markets;
- economic, social, tax, geopolitical and weather-related risks;
- acts of terrorism and piracy;
- the impact of regional or global public health crises or pandemics, such as the outbreak of the coronavirus("COVID-19") pandemic;
- other issues that may be encountered in expanding the Company's service offering within its existing government franchise, in the emerging offshore wind industry, and in other non-oilfield applications;
- the shortage of or the inability to attract and retain qualified personnel, when needed, including licensed vessel personnel for active vessels or vessels the Company may acquire;
- the repeal or administrative weakening of the Jones Act or adverse changes in the interpretation of the Jones Act;
- drydocking delays and cost overruns and related risks;
- vessel accidents, pollution incidents or other events resulting in lost revenue, fines, penalties or other expenses that are unrecoverable from insurance policies or other third parties;
- the resolution of pending legal proceedings, and any unexpected litigation and insurance expenses;
- the effects of asserted and unasserted claims and the extent of available insurance coverage;

- fluctuations in foreign currency valuations compared to the U.S. dollar;
- unionization of our workforce;
- shortages of qualified mariners resulting in increased wages, inability to crew vessels or both;
- changes in laws impacting licensure or compensation paid to mariners;
- risks associated with foreign operations, such as non-compliance with, the unanticipated effect of, or unexpected assessments/enforcement actions taken in connection with, tax laws, customs laws, immigration laws, or other legislation that result in higher than anticipated tax rates or other costs, especially in higher political risk countries where we operate;
- changes to applicable tax laws and regulations;
- our ability to use our net operating loss ("NOL") carryforwards and other tax attributes may be limited;
- the inability of the Company to refinance or otherwise retire certain funded debt obligations;
- the potential for any impairment charges that could arise in the future;
- risks arising from compromises of our data security; and
- other risks and uncertainties, including those described under "Risk Factors."

In addition, the Company's future results may be impacted by adverse economic conditions, such as inflation, deflation, fluctuations in foreign currency exchange rates, supply chain disruptions, lack of liquidity in the capital markets or an increase in interest rates, that may negatively affect it or parties with whom it does business resulting in their non-payment or inability to perform obligations owed to the Company, such as the failure of customers to fulfill their contractual obligations, if and when required.

We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, prospects, business strategy and financial needs. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, assumptions and other factors described under "Risk Factors" and elsewhere in this prospectus. These risks are not exhaustive. Other sections of this prospectus include additional factors that could adversely affect our business and financial performance. Moreover, we operate in a very competitive environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. We cannot be sure that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in, or implied by, the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject.

The forward-looking statements made in this prospectus relate only to events as of the date on which such statements are made. We undertake no obligation to update any forward-looking statements after the date of this prospectus or to conform such statements to actual results or revised expectations, except as required by law.

## SUMMARY

*This summary highlights selected information contained elsewhere in this prospectus, but it does not contain all of the information that you should consider before deciding to invest in our common stock. You should carefully read the entire prospectus, including the information presented under the section entitled "Risk Factors" and the financial statements and the notes thereto, included elsewhere in this prospectus, before making an investment decision. Some of the statements in the following summary constitute forward-looking statements. See "Special Note Regarding Forward-Looking Statements." Unless the context otherwise requires, all references in this summary to the "Company," "Hornbeck," "HOS," "we," "us," "our" or similar terms refer to Hornbeck Offshore Services, Inc. and its consolidated subsidiaries. Where we present information on an "as-adjusted basis," it means that such information is presented giving effect to this offering and the use of proceeds therefrom, as reflected in more detail under the captions "Use of Proceeds" and "Capitalization." Additionally, unless noted otherwise, discussions surrounding our vessels are as of October 31, 2023 and include the two vessels delivered in November 2023 and the one remaining vessel expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could extend into early 2024. Such discussions also include two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, which we expect to be delivered in 2025. Our vessels exclude four OSVs that we operate on behalf of the U.S. Navy.*

*We have defined certain industry terms used in this document in "Commonly Used Defined Terms" and "Glossary of Terms," appearing immediately after the Table of Contents to this prospectus.*

### Company Overview

Hornbeck is a leading provider of marine transportation services to customers in the offshore oilfield market and diversifiednon-oilfield markets, including military support services, renewable energy development and other non-oilfield service offerings. Since our founding more than 26 years ago, we have focused on providing innovative, technologically advanced marine solutions to meet the evolving needs of our customers across our core geographic regions covering the United States and Latin America. Our team brings substantial industry expertise built through decades of experience and has leveraged that knowledge to amass what we believe is one of the largest, highest specification fleets of Offshore Supply Vessels ("OSVs") and Multi-Purpose Support Vessels ("MPSVs") in the industry. Approximately 75% of our total fleet consists of high-spec or ultra high-spec vessels, and we believe we have the number one ultra high-spec market position in the U.S., and the third largest fleet of high-spec and ultra high-spec OSVs in the world, measured by DWT capacity. We own a fleet of 75 multi-class OSVs and MPSVs, 58 of which are U.S. Jones Act-qualified vessels. Our Jones Act-qualified high-spec and ultra high-spec OSVs account for approximately 26% of the total industry supply of such vessels. We opportunistically expand our fleet into new, high-growth, cabotage-protected markets from time to time to enhance our fleet offerings to customers. Our mission is to be recognized as the energy industry's marine transportation and service Company of Choice® for our customers, employees and investors through innovative, high-quality, value-added business solutions delivered with enthusiasm, integrity and professionalism with the utmost regard for the safety of individuals and the protection of the environment.

Our fleet of 60 OSVs primarily provides transportation of equipment, materials and supplies to offshore drilling rigs, production platforms, subsea construction projects and other non-oilfield applications. Increasingly, given their versatility, our OSVs are being deployed in a variety of non-oilfield applications including military support services, renewable energy development for offshore wind, humanitarian aid and disaster relief, aerospace and telecommunications. Our OSVs differ from other marine service vessels in that they provide increased cargo-carrying flexibility and capacity that can transport large quantities of deck cargoes as well as various liquid and dry bulk cargoes in below deck tanks providing flexibility for a variety of jobs.

Moreover, our OSVs are outfitted with advanced technologies, including dynamic positioning capabilities, which allows each vessel to safely interface with another offshore vessel, exploration and production facility or an offshore asset by maintaining an absolute or relative position when performing its work.

Our fleet of 15 MPSVs provides commissioning and decommissioning support services, asset construction capabilities, recurring inspection, repair and maintenance services and flotel accommodations. The vessels primarily serve the oil and gas market, with capabilities including the installation of oilfield wellheads, risers, umbilicals, and other equipment placed on the seafloor and other floating production facilities. Further, these vessels are capable of supporting a variety of other non-oilfield offshore infrastructure projects, including the development of offshore windfarms, by providing the equipment and capabilities to support the installation and maintenance of wind turbines and platforms. Because of our ability to serve a diverse set of end markets, MPSV operations are typically less directly linked with the number of active drilling rigs in operation and are therefore less cyclical. Our high- and ultra high-spec OSVs can be contracted alongside our MPSVs on major projects, providing operating efficiencies and pull-through revenue. Most of our MPSVs have one or more deepwater cranes fitted on the deck, deploy one or more Remotely Operated Vehicles ("ROVs") to support subsea work, and have an installed helideck to facilitate the on-/off-boarding of specialist service providers and personnel. MPSVs can also be outfitted as flotels to provide accommodations, offices, catering, laundry, medical, and recreational facilities to large numbers of offshore workers for the duration of a project. When configured as flotels, our MPSVs have capacities to house up to 245 workers for major installation, maintenance and overhaul projects. Based on overall length and total lifting capacity, the two HOS 400 class MPSVs that are currently under construction are expected to be the largest Jones Act-qualified MPSVs in the market and will have additional capabilities due to their size and sophistication. We are also in the process of converting one of our U.S.-flagged, HOSMAX 280 class OSVs into a dual-use SOV/flotel, which will be capable of providing SOV services to the U.S. offshore wind market. In addition to the services performed by our existing fleet of MPSVs, these three vessels will be equipped with systems that we expect will make them suitable for complex services, including light well intervention and offshore wind farm development, that require larger or more versatile vessels than the fleet of MPSVs currently available in the U.S. market. We expect these three MPSVs to be delivered and placed into active service in 2025.

Our ability to reconfigure or modify vessels in our fleet to meet evolving industry demands and the needs of our customers is critical to our success. This enables us to reconfigure stacked OSVs to service non-oilfield service customers. As offshore activities expand in scope and become increasingly more complex, the demand for high specification, fit-for-purpose equipment and service capabilities has accelerated, creating disproportionate competitive advantages for companies able to adapt vessels and offerings quickly to respond to changing customer needs.

With an average of over 37 years of experience in the marine transportation and service industry and having worked together at Hornbeck for over 20 years, our senior management team has the depth of experience necessary to successfully compete in the offshore vessel business. We have tremendous confidence that both our team and our strategy have been organized in a manner that best positions our Company to effectively execute in this dynamic and demanding operating environment.

**Fleet Composition and Operating Regions**

Hornbeck owns and operates what we believe is one of the highest specification, most technologically advanced fleets of OSVs and MPSVs in the industry. Our fleet of 75 vessels primarily operates across our core geographic markets of the United States and Latin America. We predominantly serve our oilfield customers in the U.S. GoM, the Caribbean, Northern South America and Brazil, while our vessels primarily serve our non-oilfield customers from the East and West Coasts of the United States and in the U.S. GoM. We operate our Mexican-flagged vessels across the Caribbean and Northern South America when not operated in Mexico,

as well as in other international markets, utilizing a highly-skilled workforce of Mexican mariners that have been trained in our safety systems and culture. A map illustrating our active vessel locations as of October 31, 2023 is below:

*OSV Fleet*

The following table illustrates our fleet of OSVs and the nations in which they are flagged as of October 31, 2023:

| | Vessel Class | U.S. | Mexico | Vanuatu | Brazil | Avg DWT | Total in Class |
|---|---|---|---|---|---|---|---|
| Ultra High-Spec | HOSFLEX 370 | 2 | — | — | — | 7,886 | 2 |
| | HOSMAX 320 | 9 | 1 | — | — | 6,052 | 10 |
| | HOSMAX 310 | 3 | — | — | 1 | 5,990 | 4 |
| | HOSMAX 300 | 2 | 4 | — | — | 5,489 | 6 |
| High-Spec | HOSMAX 280 | 12(1) | 1 | 1 | — | 4,669 | 14 |
| | HOS 270 | — | 2 | — | — | 3,803 | 2 |
| | HOS 265 | 3 | — | — | — | 3,677 | 3 |
| Other(2) | HOS 250 | 3 | — | — | — | 2,713 | 3 |
| | HOS 240 | 12 | 2 | — | — | 2,712 | 14 |
| | HOS 200 | — | 2 | — | — | 1,729 | 2 |
| **Total Owned OSVs** | | **46** | **12** | **1** | **1** | — | **60(3)** |
| Operated | USN T-AGSE | 4 | — | — | — | DP-2 | 4(4) |
| **Total Operated OSVs** | | 50 | **12** | **1** | **1** | — | 64 |

(1) Includes the two OSVs delivered in November 2023 and the one remaining OSV expected to be delivered in the next several months through the ECO Acquisitions #2 as of such date.
(2) Includes mid-spec vessels and low-spec vessels.
(3) Includes 21 stacked vessels, comprised of two HOS 200s, 13 HOS 240s, three HOS 250s, two HOS 265s, and one HOSFLEX 370.
(4) Includes four OSVs owned by the U.S. Navy, for which we provide ongoing operation and maintenance services.

*MPSV Fleet*

The following table illustrates our fleet of MPSVs and the nations in which they are flagged as of October 31, 2023:

| Vessel Class | U.S. | Mexico | Vanuatu | DP Class | Total in Class |
|---|---|---|---|---|---|
| HOS SOV/FLOTEL[1] | 1 | — | — | DP-2 | 1 |
| HOS FLOTEL | 1 | — | — | DP-2 | 1 |
| HOS 430 | — | 1 | 1 | DP-3 | 2 |
| HOS 400[2] | 2 | — | — | DP-2 | 2 |
| HOS 310/310ES | 4 | — | — | DP-2 | 4 |
| HOS 250/265 | 1 | 1 | — | DP-2 | 2 |
| HOS 250 | 1 | — | — | DP-2 | 1 |
| HOS 240 | 2 | — | — | DP-2 | 2 |
| **Total MPSVs** | **12** | **2** | **1** | | **15** |

(1) Includes one HOSMAX 280 OSV currently being converted into a dual-use SOV/flotel vessel.
(2) Includes two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, which we expect to be delivered in 2025.

***Jones Act and other cabotage laws***

Our U.S.-flagged vessels are all Jones Act-qualified. The majority of our U.S. operations are subject to the provisions of the Jones Act which, subject to limited exceptions, restricts maritime transportation of merchandise between points in the U.S. to vessels that are: (a) built in the United States; (b) registered under the U.S. flag; (c) crewed by U.S. citizens or lawful permanent residents; and (d) owned and operated by U.S. citizens within the meaning of the Jones Act. Based on publicly-available information compiled by the Company and data provided by Spinergie, the supply of Jones Act-qualified vessels is limited as there are only 81 active high- and ultra high-spec Jones Act-qualified OSVs in the U.S. GoM as of October 31, 2023. Of this limited supply, Hornbeck owns 23% of the market, representing the second largest such fleet in the industry. Mexico and Brazil each have their own cabotage laws that provide varying levels of insulation from foreign sources of competition that may be unwilling to contribute capital or otherwise satisfy local ownership, crewing, tax and/or build requirements. In 2023, maritime regulators in Mexico implemented new approaches in their oversight of Navieras that historically have permissible levels of non-Mexican ownership, such as ours. As a result, we took legal action in Mexico to preserve our cabotage privileges there. While a stay has been issued and we plan to prosecute our claim seeking permanent reinstatement of our Mexican cabotage privileges, we nevertheless elected to move most of our Mexican-flagged vessels into various non-Mexican international markets utilizing our highly-skilled Mexican mariners and shore-based employees. We expect that these vessels will have the opportunity to work in Mexico as the regulatory landscape for Navieras with non-Mexican ownership stabilizes. These cabotage-protected markets create meaningful barriers to entry for foreign-flagged vessels.

**Customer Markets**

The OSV and MPSV market has expanded rapidly since the 1970s, driven initially by growing offshore oil and gas production and more recently supported by diversified non-oilfield customer markets including military support services, renewable energy development and othernon-oilfield service offerings. In response to changing market conditions and customer demand, we regularly transfer vessels between our core geographic areas and

adapt equipment and features of vessels to best meet potential revenue opportunities. Each customer market has specialized service needs and vessel requirements. For the nine months ended September 30, 2023, approximately 50% of our revenues were attributed to oil and gas drilling support activities. The remaining approximately 50% of our revenues were generated away from the drill bit, comprised of approximately 31% coming from oilfield specialty activities, including offshore construction and equipment installation, as well as decommissioning and plugging and abandonment work; approximately 17% coming from military support services and Humanitarian Aid and Disaster Relief ("HADR"); and approximately 2% coming from other non-oilfield support services, including offshore wind development, construction and support services. As we continue to diversify our customer markets, we expect the non-oilfield markets to contribute a greater portion of revenues in the future.

***Oilfield Services***

We predominately serve our oilfield customers in the U.S. GoM, the Caribbean, Northern South America and Brazil. Our vessels provide support to offshore oil and gas exploration and production companies in two key areas: (i) oilfield drilling support and (ii) oilfield specialty services. Drilling support provides services that are specifically related to offshore drilling and production activities. This includes the transportation of drilling equipment, such as wellheads and drill pipe, as well as drilling fluids and other bulk products used in the development of new exploration wells and their subsequent production activities. Oilfield specialty services support ongoing or recurring oilfield activities, such as equipment installation services, IRM, flowback, well testing, pipeline flushing, decommissioning, and worker accommodations and transportation. In combination, we offer our oilfield customers a comprehensive range of vessel types and service offerings that cover the entire value chain of offshore hydrocarbon development. Additionally, we operate a port facility located in Port Fourchon, Louisiana, where we are able to stage equipment and cargos in support of such services and can also perform some of our own maintenance, outfitting and other in-the-water shipyard repair activities.

***Non-Oilfield Services***

*Military Support Services*

Since our inception, we have been a prominent, private sector service provider to the U.S. military by delivering vessels that support their readiness and security. We support our government customers in two key service offerings primarily from the East and West Coasts of the United States. We provide ongoing operation and maintenance of four highly specialized OSVs (which we previously developed, constructed, and sold to the U.S. Navy) via a long-term Operations & Maintenance ("O&M") contract. We also own, operate, and charter vessels that provide submarine supply services, rescue and recovery capabilities, transportation services and training drills. Our military service capabilities are an accelerating component of our service portfolio and military support is a customer market that is of particular importance given the stability provided by the U.S. government's desire to execute long-term service agreements with qualified private contractors. We have received approximately $53.6 million, $65.6 million and $77.1 million of revenue for military support services for the years ended 2021 and 2022 and for the nine months ended September 30, 2023, respectively.

*Renewable Energy*

Renewable energy, and particularly offshore windfarms and infrastructure, is in its early stage of development in the U.S. and represents an emerging market for our services. Certain of the development and maintenance aspects of U.S. offshore windfarms will require the use of U.S.-flagged, Jones Act-qualified, high specification vessels, for which we are well-positioned to offer our services. We believe that vessels such as ours will be critical across all stages of the offshore windfarm development cycle, including installation support, geophysical survey, vessel support for testing and operations maintenance and repair. Offshore wind development and associated services represent a potential high-growth customer market for our business and our growing involvement positions our business to actively participate in the alternative energy market.

*Other Non-Oilfield Services*

The versatility of our vessels allows us to support communities in our core geographic areas by providing othernon-oilfield services, including humanitarian aid and disaster relief, and service to the aerospace and telecommunications industries. For example, our fleet can support oil spill relief, hurricane recovery, vessel salvage and a broad range of search and rescue operations by deploying vessels to high-need areas in response to natural disasters or crises and providing those affected with lifesaving supplies and equipment. Additionally, our vessels are equipped to support aerospace launches that call for rocket component landing and recovery capabilities.

Collectively, our oilfield and non-oilfield customer markets provide a diverse platform from which we can leverage the capabilities of our vessels and creatively deploy them with customers to serve new markets or high-need service areas. We believe that the diversification benefits that come from servicing a broad range of customers reduces the potential variability in our operating performance.

**Industry Overview**

***Offshore Exploration and Production***

Over the last three decades, the offshore oil and gas industry has undergone significant technological change, marked by an ability to explore and produce hydrocarbons in deep and ultra-deepwater regions. These areas contain some of the largest hydrocarbon reserve deposits anywhere in the world with inventory that is expected to last decades.

Most deepwater offshore drilling activity is concentrated in the U.S. GoM, South America (largely dominated by Brazil and more recently, Guyana) and West Africa. Based on Rystad industry data as of September 2023, approximately 74% of global deepwater hydrocarbons are located in the GoM and South America. Moreover, per the Bureau of Safety and Environmental Enforcement ("BSEE"), average deepwater well depths have been on an upward trajectory creating significant demand for high- and ultra high-spec OSVs and MPSVs, which are well-positioned to service larger, more remote projects given their greater storage capacities, larger deck space, and industry-leading technologies.

We expect offshore drilling activity to accelerate through 2025. Offshore activity is economically advantaged with low breakeven prices. Based on Rystad industry data as of September 2023, nearly 90% of offshore proven reserves and probable reserves are economic when crude oil prices are at or below $40.00 per barrel, a level well below 2023 year-to-date prices. As a result, offshore activity is expected to accelerate and Rystad forecasts that offshore rig counts in Hornbeck's core markets will increase approximately 19% through 2026. Contracted drilling rigs that provide exploration and drilling services to major exploration and development companies are a key leading indicator to OSV demand as each rig working to drill a well requires several OSVs to service it with equipment and supplies. The number of OSVs required to support a drilling rig depends on many factors including the type of drilling activity, the development stage of the well, and the location of the rig. Typically, during the initial drilling stage, more OSVs are required to supply drilling mud, drill pipe, and other materials than at later stages in the drilling cycle. On average, and based on recent trends in active offshore drilling rigs and OSVs, we believe a typical offshore drilling rig requires approximately three to four OSVs to provide ongoing services at any one time with select areas such as Brazil and the Caribbean generally requiring a greater number of OSVs per drilling rig due to greater logistical challenges in those markets resulting in longer vessel turnaround times.

Our fleet of vessels provides logistics support and specialty services to the offshore oil and gas exploration and production industry, primarily in the U.S. GoM, the Caribbean, Northern South America and Brazil, as well as non-oilfield specialty services for the U.S. military and other non-oilfield service customers primarily in the U.S. GoM and from the East and West Coasts of the United States. The United States, Mexico and Brazil have strict cabotage laws that provide us varying levels of insulation from foreign sources of competition that may be

unwilling to contribute capital or otherwise satisfy local ownership, crewing, tax and/or build requirements. We have vessels flagged in each of these jurisdictions and, due to treaties or other legal benefits, we are regularly able to move vessels and/or crews among these jurisdictions.

Below are more detailed descriptions of the industry dynamics impacting our core Oilfield Services operating markets:

*U.S. GoM*

The U.S. GoM continues to be a world-class basin, attracting significant capital from exploration and production companies. Based on Rystad industry data, U.S. GoM offshore rig counts have increased from 16 to 21 rigs from 2021 to 2023 and are expected to remain range-bound between 20 and 22 rigs through 2027. Similarly, U.S. GoM offshore well counts are expected to increase every year from 2023 through 2027 with an average CAGR of approximately 4.5%. Due to higher cost, greater complexity and longer equipment and permitting lead times compared to conventional onshore drilling, offshore projects are characterized by long cycle planning and investment. This dynamic results in greater stability and resilience through commodity price cycles. Historically, onshore rig counts are more variable during periods of commodity price volatility than offshore rig counts.

The increased focus on the need for low carbon-intensity production has also highlighted the importance of the GoM and its lower global greenhouse gas ("GHGs") emissions intensity ($CO_2e$/kboe) relative to other global offshore basins. According to Wood Mackenzie's Emissions Benchmarking Tool, U.S. Gulf of Mexico Deepwater's weighted average emissions intensity in 2023 is 8.49 $tCO_2e$/kboe compared to a global weighted average of 20.22 $tCO_2e$/kboe. As a result, we believe that the GoM will continue to be an area of increased investment and production by many of the large oil and gas producers.

*Brazil*

Based on Rystad industry data, Brazil is expected to receive the most deepwater oil and gas investment worldwide between 2024 and 2027. Brazil has seen a significant increase in investment in its upstream resources from private exploration and production companies since the 2014 downturn, when state oil company Petrobras began selective asset sales to address its balance sheet issues. Supported by the current oil price environment, many large international oil companies as well as local independents are investing in deepwater exploration and development activities. Additionally, Petrobras has publicly announced plans to spend approximately $65 billion on exploration and production activities from 2023 through 2027.

Based on Rystad industry data, the offshore rig count in Brazil is forecasted to increase to 30 rigs in 2024, a 20% increase from current levels. In addition, Rystad industry data anticipates rig count levels remaining above 2024 levels through at least 2027. The increase in activity will likely require additional vessels to mobilize to the area to support this increased drilling activity. As of October 31, 2023, four U.S. Jones Act high- and ultra high-spec vessels have relocated from the U.S. GoM to Brazil in order to fulfill the current demand in the region.

*Caribbean and Northern South America*

The Caribbean and Northern South America are developing markets for deepwater exploration and production. Activity in the region is primarily focused in the Guyana-Suriname basin, but also includes Colombia, Trinidad and occasionally other Caribbean islands. Due to the proximity to the U.S. GoM and the

Mexico GoM and the offshore operating environment, high-spec and ultra high-spec U.S.-flagged and Mexico-flagged OSVs are ideally suited to serve customers in this region. Currently, over 50% of the OSVs operating in the area are U.S.-flagged.

Since the discovery of the Liza-1 well in 2015, the Guyana-Suriname basin has become one of the fastest growing deepwater exploration markets in the world. In April of 2022, ExxonMobil announced the final investment decision, or FID, for the Yellowtail development offshore Guyana, which was the fourth, and largest, project in the Staebroek Block. The total investment is expected to reach $12 billion and deliver a daily output of 250,000 barrels a day. According to published data from Hess Corporation as of March 2023, ExxonMobil's partner in the Yellowtail development, the Staebroek Block's gross discovered recoverable resource estimate is more than 11 billion barrels of oil equivalent. Other operators, such as TotalEnergies, have announced plans to invest in the region with a FID for Block 58 in Suriname expected to be approved in 2023.

As of October 31, 2023, there were eight offshore rigs operating in this region. According to Rystad industry data, this number is expected to increase to nine offshore rigs and remain at this increased level through at least 2027. These activity levels will require additional vessels to mobilize to the area to support drilling activity. We believe that additional U.S.-flagged vessels are well-suited to support these new drilling programs. As of October 31, 2023, 19 U.S. Jones Act high- and ultra high-spec vessels have relocated from the U.S. GoM to the Caribbean and South America in order to fulfill the current demand in this region.

***Non-Oilfield Services***

Beyond Oilfield Services, our vessels are actively involved in the support of critical offshore activities in our core geographic regions, including military services, renewable energy development and other non-oilfield service offerings. As of October 31, 2023, 15 U.S. Jones Act-qualified high- and ultra high-spec vessels were working in military, offshore wind, aerospace or other industries. These non-oilfield markets have had a material impact on an already tight U.S. Jones Act market. Below are more detailed descriptions of the industry dynamics within each of those customer markets:

*Military Support Services*

The United States has relied on private vessel owners and operators comprising the U.S. Merchant Marine to provide vessels that support U.S. military readiness and security, as well as peacetime and wartime services. We provide such support primarily from the East and West Coasts of the United States. The use of specialized vessels, including OSVs and MPSVs, has increased as the broad utility of these vessels has been recognized by government customers, particularly the U.S. Navy. We believe the opportunities for additional military use could include:

- Service offerings for the U.S. Special Operations Command, the organization tasked with overseeing the various special operations of the U.S. Army, Marine Corps, Navy and Air Force;
- O&M contract opportunities; and
- Operational support for a growing fleet of U.S. Navy vessels.

Military support services represent a tremendous growth opportunity beyond the oilfield. Military business provides a diversified customer market that counterbalances oilfield volatility and generally comes with longer tenor contracts (generally more than three years). We continue to grow our military support services offerings and expect them to continue to grow in the future.

*Renewable Energy Development*

The offshore wind market is in its early stage of development and shows potential as an emerging market for our services in the U.S. GoM, as well as certain areas on the East and West Coasts of the United States. Field

surveying, construction and operation for offshore wind require many of the core competencies and vessel specifications used in oilfield services, creating opportunities for legacy oilfield vessel providers to service this market. Moreover, many of the wind farms developed in domestic U.S. waters will require Jones Act-qualified vessels thereby creating cabotage protections for this work.

Vessel requirements for offshore wind development typically span three distinct phases:

- *Pre-Construction Surveying:* This phase of development requires surveying vessels to ascertain sea bottom, sea state, and wind conditions, as well as site clearing for potential project development.
- *Construction and Installation:* This phase of development is the most vessel intensive and will require service vessels to execute and support a range of tasks including foundation, monopile, and wind turbine installations, cable laying, installation of electrical transmission lines between field units and the onshore/offshore electric grid, and the transportation and housing of construction and installation crews, among others.
- *Ongoing Service and Maintenance:* This phase will require vessels to provide ongoing service and maintenance to offshore wind infrastructure assets including crew and equipment transfers, asset retrofitting and replacement, and ongoing infrastructure monitoring services.

The U.S. offshore wind market is forecasted to grow. In 2021, the Biden Administration released its Offshore Wind Energy Strategy outlining its goal of deploying 30 gigawatts of offshore wind in the United States by 2030. Based on the DoE Report, estimated installations of U.S. offshore wind assets are expected to accelerate from approximately 130 megawatts in 2023 to approximately 6,500 megawatts in 2027. According to the BOEM, 59 wind energy lease areas have been identified along U.S. coastlines and the Great Lakes with more than 50 locations already having named lease holders. Of that, 21 offshore wind projects have already been sanctioned along the U.S. East Coast with more expected as the U.S. economy attempts to transition its energy mix to a higher percentage of renewable energy sources. Additionally, five lease sales on the West Coast of the United States are expected to require floating installation capabilities and vessels which Hornbeck's fleet is capable of providing.

*Other Non-Oilfield Services*

We have multiple areas of growth in other non-oilfield services including:

- *Humanitarian Aid and Disaster Relief*: Because of the versatility of our vessels, we are often contracted as part of the response to an offshore crisis, including as service support for the Federal Emergency Management Agency. In the past, we have supported oil spill relief, non-oilfield hurricane relief, aircraft disasters, vessel and other equipment salvage and other post-disaster recovery efforts.
- *Aerospace*: Our vessels are equipped to support aerospace launches that call for rocket component landing and recovery capabilities. In addition, we have supported the aerospace industry through vessel crewing and other vessel management agreements.
- *Telecommunications*: Our vessels can also be retrofitted to support the installation, testing and retrieval of fiber optic cable.

**Our Competitive Strengths**

***Leading presence in the United States and Latin America***

Hornbeck was established in 1997 and has one of the most capable and high-spec fleets of vessels in the industry. Based on publicly-available information compiled by the Company and data provided by Spinergie, we

believe that our fleet of 41 high-spec and ultra high-spec OSVs, totaling 217,184 in DWT capacity, represents 6.3% of the 3,429,535 total DWT of such vessels in the world, making Hornbeck the third largest fleet out of 169 companies that own and operate high-spec and ultra high-spec OSVs worldwide. Furthermore, we believe that our fleet of 14 U.S.-flagged ultra high-spec OSVs, totaling 83,250 in DWT capacity, represents the largest fleet of such vessels operating in the United States measured by DWT capacity. Additionally, we are one of the top operators of OSVs, based on DWT, in each of our two core geographic markets, which include 2,424,266 DWT and constitute 41.3% of the global supply of 5,864,666 DWT to such markets. Our 46 U.S.-flagged OSVs, totaling 206,806 in DWT capacity, comprise the second largest fleet of technologically advanced, OSVs qualified for work in the U.S. GoM under the Jones Act. As of October 31, 2023, our active fleet of OSVs and MPSVs consisted of (i) 18 U.S.-flagged OSVs and seven MPSVs in the U.S. GoM, (ii) four OSVs and one MPSV in the U.S. Atlantic, (iii) one OSV and two MPSVs in the U.S. Pacific, (iv) five OSVs in offshore Brazil, (v) four OSVs and one MPSV in the Caribbean and Northern South America and (vi) one OSV in offshore Africa. We believe that having scale in our core markets with the flexibility to transfer vessels among regions benefits our customers and provides us with operating efficiencies.

***Large and diverse fleet of technologically advanced high-spec vessels***

Over the past 26 years, we have assembled a multi-class fleet of 60 OSVs and 15 MPSVs. Since 2014, we have focused on expanding our line of high-spec and ultra high-spec vessels, increasing our fleet of such vessels from 41% of our fleet in 2014 to 75% of our fleet in 2023. These high-spec and ultra high-spec vessels incorporate sophisticated technologies, are designed specifically to operate safely in complex and challenging environments and are equipped with specialty equipment and other features to respond to the needs of our customers through the project development and operation lifecycle. These technologies include dynamic positioning, roll reduction systems and controllable pitch thrusters, which allow our vessels to maintain position with minimal variance, and our cargo handling systems, which permit high volume transfer rates of liquid mud and dry bulk materials. In addition, we are able to outfit our vessels with specialty equipment and certain features as needed for specific projects. The greater fuel efficiency, larger carrying capacity size, advanced mud-handling systems and other high-spec features that reduce project downtime create a compelling value proposition. As a result, we believe that we earn higher average day-rates when compared to our competitors. According to industry data from Fearnley Offshore Supply, our average dayrates were 58%, 87%, and 48% higher than those of comparably sized vessels owned by other operators in 2021, 2022, and the nine months ended September 30, 2023, respectively.

***Strong market position due to qualification under the Jones Act and favorable sector tailwinds***

As a leader in marine transportation services to the offshore oilfield industry, we believe Hornbeck iswell-positioned to capitalize on favorable industry conditions for significant growth opportunities, particularly in offshore wind development and support services to the U.S. military on the East and West Coasts of the United States. The United States has strict cabotage laws that provide some insulation from foreign sources of competition. In addition, the U.S. high-spec and ultra high-spec vessel supply is highly restricted with long lead times for new construction. High newbuild costs result in unfavorable economics for newbuilds, which is exacerbated by limited pools of available capital to make investments into new fleet construction. We believe our reputation for high-quality, safe and reliable operations, complex problem solving, operational flexibility, and world-class vessels allows Hornbeck to compete effectively for and retain qualified mariners, which positions Hornbeck for long-term sustainable growth in a tight labor market. In addition, our robust offering of services, ranging from initial construction to decommissioning, has allowed us to compete effectively and remain a trusted service provider for active offshore companies as well as the U.S. military.

***Successful track record of strategic vessel acquisitions***

We have built our fleet through a combination of new builds and strategic acquisitions from other operators. Our management team's extensive naval architecture, marine engineering and shipyard experience has enabled us to quickly integrate newly acquired vessels into our fleet and retrofit them to meet our quality standards and customer needs cost-effectively. From time to time, we consider opportunistic acquisitions of single vessels, vessel fleets, and businesses that strategically complement our existing operations to enable us to grow our business and better serve our customers. Since 2017, we have successfully completed and have agreements to acquire 19 vessels, 13 of which are currently operating as part of our high-spec fleet and six of which are yet to be placed in service or delivered.

***Diversified service offerings and customer markets provide stability to cash flows***

We have well-established relationships with leading oilfield and non-oilfield companies and the U.S. government and believe such relationships are in part maintained because of our diversified service offerings in the oilfield and non-oilfield customer markets. Our diversified service offerings allow us to pivot based on our customers' needs and gives our customers confidence to commit to longer-term contracts for our services, which provides us with cash flow stability. Additionally, these large, integrated customers are financially stable and can better withstand economic or market downturns in a volatile market, and we believe maintaining relationships with these customers will ultimately result in better visibility to vessel utilization and greater liquidity for us in the future.

***Experienced management team with proven track record***

Our founder-led executive management team has an average of over 37 years of domestic and international marine transportation industry-related experience and has worked together at the Company for over 20 years. Our team is comprised of individuals with extensive, global experience with backgrounds across many diverse fields including engineering, project management, military service, finance, accounting and corporate leadership. We believe that our team has successfully demonstrated its ability to grow our fleet through new construction and strategic acquisitions and to secure profitable contracts for our vessels in both favorable and unfavorable market conditions in domestic and foreign markets.

***Attractive growth opportunities***

Our fleet of technologically advanced high-spec and ultra high-spec vessels is increasingly being deployed to serve the accelerating needs of the U.S. Military, renewable energy, and aerospace industries. These high-growth markets require U.S.-flagged Jones Act-qualified vessels, which can be custom tailored to address a broad spectrum of services. For these applications, our vessels are typically contracted for greater than three years, providing a counter-balance to cyclicality experienced in our oilfield segments.

**Our Strategy**

***Leverage our geographic presence in the United States and Latin America and grow industry leading service capabilities***

We have strategically chosen to focus our efforts in two core geographic markets, the United States and Latin America. While the U.S. GoM will continue to be a priority for us, in recent years we expanded our presence in each of the Mexico GoM, the East and West Coasts of the United States, the Caribbean, Northern South America and Brazil as we anticipate long-term growth in those markets. Given the relative proximity of these markets, we are able to readily move our vessels among them and retain flexibility to relocate those vessels back to U.S. GoM. We believe this will allow us to conduct a more thorough on-going alternative analysis for

vessel deployments among such markets and, thus, better manage our portfolio of contracts to enhance dayrates and utilization over time as contracting opportunities arise. Our Jones Act-qualified high-spec and ultra high-spec OSVs account for approximately 26% of the total industry supply of such vessels. Our vessels have been adapted to operate in a range of oilfield specialty configurations, including flotel services, extended-reach well testing, seismic, deepwater well stimulation, other enhanced oil recovery activities, high pressure pumping, deep-well mooring, ROV support, subsea construction, installation, IRM work and decommissioning services. We are also growing our diverse non-oilfield specialty services, such as military applications, offshore wind farms, oceanographic research, telecommunications, and aerospace projects.

***Pursue differentiated customer offerings to optimize utilization and free cash flow generation***

We seek to balance and diversify our service offerings to customers, to optimize our vessel utilization and stabilize our free cash flow generation. For example, in addition to our long-term charters in oilfield services and with military and renewable energy customers that contribute to contracted backlog and provide utilization stability, we also seek out short-term charters such as spot oilfield services that typically have higher dayrates. This contracting strategy balances our financial profile between longer-term charters and the flexibility to capture current market dayrates for a portion of our fleet. Our current contracting approach allows us to consistently perform well against our OSV peers when comparing average OSV dayrates and gross margins. The flexibility of our vessel capabilities is designed to optimize our utilization and allows us to pivot in response to market conditions and customer needs, which can lead to more stable free cash flow generation.

***Apply existing, and develop new, technologies to meet our customers' vessel needs and expand our fleet offerings***

Our in-house engineering team has been instrumental in applying existing, and developing new, technologies that meet our customers' vessel needs and provide us with the opportunity to enter new customer markets. For instance, our OSVs and MPSVs are designed to meet the higher capacity and performance needs of our oilfield clients' increasingly complex drilling and production programs and the diverse needs of our U.S. military, renewable energy and humanitarian aid and disaster relief customers. Further, we are able to reconfigure or retrofit existing assets with existing or new technology to participate in new customer markets such as offshore wind, aerospace and telecommunications. Specifically, we are currently deploying capital to upgrade certain of our vessels to dual service capabilities to better service the oilfield services market as well as the emerging offshore wind market. We remain committed to applying existing and developing new technologies to maintain a technologically advanced fleet that will enable us to continue to provide a high level of customer service and meet the developing needs of our customers.

***Focus on selective acquisitions that are strategically and financially accretive***

We seek to opportunistically grow our fleet through strategic and financially accretive acquisitions. Our screening criteria focuses on expanding the depth and breadth of our fleet mix as well as diversifying service offerings in our core markets. From time to time, we consider opportunistic acquisitions of single vessels, vessel fleets, and businesses that strategically complement our existing operations to enable us to grow our business and better serve our customers. For example, we recently entered into separate definitive vessel purchase agreements to acquire 12 high-spec OSVs, which we refer to as the ECO Acquisitions.

***Maintain a conservative balance sheet, disciplined growth, and robust free cash flow generation through cycles***

We adhere to financial principles designed to maintain a conservative balance sheet, disciplined growth, and robust free cash flow generation. Our balance sheet strategy targets less than 1.0x leverage with ample excess liquidity available to withstand industry cycles or take advantage of disciplined growth opportunities.

Our growth strategy involves a disciplined screening of opportunities for differentiated assets that create competitive advantages and is focused on returns and payback periods. Our cash flow generation abilities are centered around maintaining flexible costs and lean organizational structures that seek efficiencies through continuous operational improvement and working capital management.

***Continued commitment to sustainability and safety***

Safety is of great importance to us and offshore operators due to the environmental and regulatory sensitivity associated with offshore drilling and production activity and wind development. We believe certain of our efforts, such as adopting shipboard energy efficiency management plans, installing emission monitoring systems and pursuing other operational efficiencies, have been successful, allowing us to meet our customers' needs while supporting our efforts to reduce our emissions of GHG. Additionally, since 2020, our focus on safely addressing operational risk has contributed to maintaining an industry-low total recordable incident rate. Our most recent 5-year average Total Recordable Incident Rate ("TRIR") was 0.10, outperforming peer averages from the International Marine Contractors Association ("IMCA") and International Support Owners Association ("ISOA"). Further, in addition to industry standard certifications, as part of our commitment to safety and quality, we have voluntarily pursued and received certifications and classifications that we believe are not generally held by other companies in our industry. We believe that customers recognize our relentless commitment to safety, which contributes to our positive reputation and competitive advantage.

**Recent Developments**

***Resumption of MPSV Newbuild Construction***

In October 2023, the Company entered into a final settlement agreement with the Surety and Gulf Island. Pursuant to the settlement agreement, Gulf Island released all claims asserted against the Company and the Company released its claims against Gulf Island and the Surety. Further, the Surety agreed to take over and complete the construction of the two U.S.-flagged, Jones Act-qualified, HOS 400 class MPSVs at a shipyard acceptable to the Company. The Company is obligated to pay only the remaining portion of the original shipyard contract price for the two MPSVs, which amounts to $53.8 million in the aggregate. The Surety is required to cure all defaults of Gulf Island and pay all completion costs in excess of the $53.8 million remaining contract price, excluding approved change orders. The Company expects to incur an additional $30.0 million in the aggregate for discretionary enhancements to add secondary cranes to both vessels. Pursuant to the settlement, the Surety is required to deliver both MPSVs in 2025.

***Repayment of Replacement First Lien Term Loans***

In August 2023, the Company fully repaid the $68.7 million outstanding principal balance of the Replacement First Lien Term Loans and terminated the First Lien Credit Agreement. As a result, the Company recorded a $1.2 million loss on early extinguishment of debt, primarily related to the write-off of associated deferred issuance costs and original debt issue discount.

***ECO Acquisitions***

*ECO Acquisitions #1*

On January 10, 2022, the Company entered into separate definitive vessel purchase agreements with certain affiliates of ECO to acquire up to ten high-spec, 280 class DP-2 OSVs for an aggregate price of $130.0 million. In November 2022, ECO exercised an option to terminate the vessel purchase agreements relating to the last four vessels. ECO refunded initial deposits of $1.5 million in the aggregate and paid an additional amount equal to such deposits as a termination fee. After accounting for such terminations and certain purchase price adjustments,

the aggregate purchase price for the ECO Acquisitions #1 was $82.4 million. Pursuant to the purchase agreements, final payment and the transfer of ownership of each of the vessels occurred on the date of delivery and acceptance for such vessel following the completion of reactivation and regulatory drydockings by ECO. The Company took delivery of the first four vessels between May and December 2022. The Company took delivery of the remaining two vessels from ECO in April and August 2023, respectively.

As of September 30, 2023, the Company had paid $82.2 million on the original purchase price and $1.7 million in purchase price adjustments associated with discretionary enhancements of the ECO Acquisitions #1 vessels, prior to the effect of the $1.5 million termination fee paid by ECO. In addition, the Company had incurred $4.2 million of costs associated with additional outfitting of the six vessels through the third quarter of 2023. The Company expects to incur an additional $0.6 million related to post-closing modifications of the sixth vessel during the fourth quarter of 2023. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Capital Expenditures."

*ECO Acquisitions #2*

On December 22, 2022, the Company executed a controlling purchase agreement with Nautical. Pursuant to the controlling purchase agreement, the Company subsequently entered into separate, individual vessel purchase agreements to acquire six high-spec OSVs from Nautical for $17.0 million per vessel. The Nautical vessels are U.S.-flagged, Jones Act-qualified, 280 class DP-2 OSVs with cargo-carrying capacities of circa 4,750 DWT. Nautical is required to complete regulatory drydocking and reactivation activities for each vessel prior to closing. Payment of 10% of the purchase price for each vessel has been paid upon arrival of such vessel to the shipyard and the remaining 90% has been or will be paid at closing and delivery of each vessel. The closing of the first five vessel purchases occurred one at a time in serial deliveries and delivery of the sixth vessel is expected to be completed by December 31, 2023, but due to supply chain constraints such delivery could extend into early 2024. In addition to the aggregate purchase price of $102.0 million, the Company expects to incur an additional $9.3 million related to the outfitting and discretionary enhancement of these six vessels.

During the third quarter of 2023, the Company took delivery of the first two vessels and paid $15.3 million each for the remaining 90% of the original purchase price and $0.2 million per vessel for purchase price adjustments related to discretionary enhancements completed in the shipyard by Nautical. As of September 30, 2023, the Company had paid $40.8 million toward the original purchase price and $0.4 million in purchase price adjustments associated with discretionary enhancements for the ECO Acquisitions #2 vessels. In addition, the Company had incurred $2.3 million of costs associated with additional outfitting of the six vessels through the third quarter of 2023.

In October 2023, the Company took delivery of the third vessel and paid $15.3 million for the remaining 90% of the original purchase price and $0.1 million for purchase price adjustments related to discretionary enhancements. As of October 31, 2023, the Company expected to incur the remaining purchase price of $45.9 million and $6.9 million related to additional outfitting and discretionary enhancements during the fourth quarter of 2023 with respect to the two vessels delivered in November 2023 and assuming the one remaining vessel is delivered by December 31, 2023.

**Ongoing Acquisition/Investment Activities**

We regularly evaluate additional acquisition opportunities and frequently engage in discussions with potential sellers. We are currently focused on pursuing acquisition opportunities that will further diversify our vessel holdings and the specialty services we offer. The timeline required to negotiate and close on any one or more acquisition opportunities is at times unpredictable and can vary greatly.

Our acquisitions may require material investments and could result in significant modifications to our capital plans, both in the aggregate amount of capital expenditures to be made and a reallocation of capital. Our acquisitions (including the ECO Acquisitions) are typically made for a purchase price which historically we have funded with a combination of borrowings, cash generated from operations and debt and/or equity issuances.

We typically do not announce a transaction until after we have executed a definitive agreement. In certain cases, in order to protect our business interests or for other reasons, we may defer public announcement of a transaction until closing or a later date. Past experience has demonstrated that discussions and negotiations regarding a potential transaction can advance or terminate in a short period of time. Moreover, the closing of any transaction for which we have entered into a definitive agreement may be subject to customary and other closing conditions, which may not ultimately be satisfied or waived. Accordingly, we can give no assurance that our current or future acquisition or investment efforts will be successful.

**Risk Factors Summary**

Our business is subject to numerous risks and uncertainties, including, but not limited to, those highlighted in the section titled "Risk Factors" and summarized below. We have various categories of risks, including risks relating to our business; risks relating to legal, regulatory, accounting and tax matters; risks relating to our indebtedness; and risks relating to this offering and ownership of our common stock, which are discussed more fully in the section titled "Risk Factors." As a result, this risk factor summary does not contain all of the information that may be important to you, and you should read this risk factor summary together with the more detailed discussion of risks and uncertainties set forth in the section titled "Risk Factors." These risks include, but are not limited to, the following:

***Risks Relating to Our Business***

- We derive substantial revenues from companies in the oil and natural gas exploration and production industry, which is a historically cyclical industry with levels of activity that are directly affected by the levels and volatility of oil and natural gas prices.
- Our operations may be impacted by changing macroeconomic conditions, including inflation.
- Ongoing and future acquisitions by us may create additional risks.
- We must continue to comply with the Jones Act's citizenship requirements.
- Imposition of laws, executive actions or regulatory initiatives to restrict, delay or cancel leasing, permitting or drilling activities in deepwaters of the U.S. or foreign countries may reduce demand for our services and products and have a material adverse effect on our business, financial condition or results of operations.
- We may not be able to complete the construction of our remaining two newbuilds and may experience delays related to such newbuilds.
- We operate in a highly competitive industry.
- In addition to industry concentrations, we have certain customer concentrations, and the loss of a significant customer would adversely impact our financial results.
- The early termination of or inability to renew contracts for our vessels could have an adverse effect on our operations.
- Our contracts with the United States government might not be renewed, or may impose additional requirements.

- Our operations in international markets and shipyard activities in foreign shipyards subjects us to risks inherent in conducting business internationally.
- Our operations may be materially adversely affected by tropical storms and hurricanes.
- Our business may be subject to risks related to climate change, including physical risks such as increased adverse weather patterns and transition risks such as evolving climate change regulation, alternative fuel measures and/or mandates, shifting consumer preferences, technological advances and negative shifts in market perception towards the oil and natural gas industry and associated businesses, any of which could result in increased operating expenses and capital costs or decreased resources and adversely affect our financial results.

***Risks Relating to Our Legal, Regulatory, Accounting and Tax Matters***

- We may be unable to maintain an effective system of disclosure controls and procedures or internal control over financial reporting and produce timely and accurate financial statements or comply with applicable regulations.
- Changes in tax laws could adversely affect our business, financial condition and results of operations.
- We are subject to various anti-corruption laws and regulations and laws and regulations relating to economic sanctions. Violations of these laws and regulations could have a material adverse effect on our business, financial condition and results of operations.

***Risks Relating to Our Indebtedness***

- We may not be able to generate sufficient cash to service all of our indebtedness or repay such indebtedness when due and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.
- 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 to our financial condition described herein.
- Our indebtedness could materially adversely affect our financial condition.

***Risks Related to this Offering and Ownership of Our Common Stock***

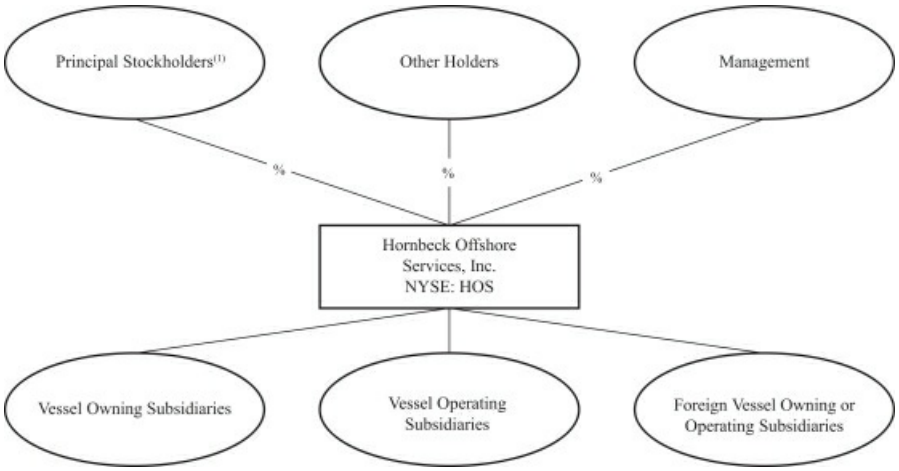
- Our common stock is subject to restrictions on foreign ownership and possible divestiture bynon-U.S. Citizen stockholders.
- We will incur significantly increased costs and become subject to additional regulations and requirements as a result of becoming a public company, and our management will be required to devote substantial time to new compliance matters, which could lower our profits or make it more difficult to run our business.
- Risk of concentration of stockholder control.
- Anti-takeover provisions in our organizational documents could delay or prevent a change of control.

Additional risks, beyond those summarized above or discussed elsewhere in this prospectus, may apply to our business, activities or operations as currently conducted or as we may conduct them in the future or in the markets in which we operate or may in the future operate.

If we are unable to adequately address these and other risks we face, our business, results of operations, financial condition and prospects may be harmed. You should carefully consider all of the information set forth in this prospectus and, in particular, should evaluate the specific factors set forth under “Risk Factors” in deciding whether to invest in our common stock.

**Organizational Structure**

The following diagram illustrates our organizational structure after giving effect to this offering and the application of proceeds therefrom.




(1) Our principal stockholders consist of our three largest stockholders, funds, investment vehicles or accounts managed or advised by Ares, Whitebox or Highbridge or their respective affiliates. For more information, see "—Principal and Selling Stockholders."

**Our Principal Stockholders**

Our principal stockholders consist of our three largest stockholders (funds, investment vehicles or accounts managed or advised by Ares, Whitebox or Highbridge or their respective affiliates), who currently collectively own 63.6% of our common stock and 85.9% of our Jones Act Warrants, which are convertible under certain circumstances into 9,767,165 shares of our common stock. On a diluted basis, after giving effect to the conversion of these Jones Act Warrants and this offering and the application of proceeds therefrom, the principal stockholders would own % of our common stock.

Ares Management Corporation (NYSE: ARES) ("Ares") is a leading global alternative investment manager offering clients complementary primary and secondary investment solutions across the credit, private equity, real estate and infrastructure asset classes. Ares seeks to provide flexible capital to support businesses and create
value for its stakeholders and within its communities. By collaborating across its investment groups, Ares aims to generate consistent and attractive investment returns throughout market cycles. As of September 30, 2023, Ares' global platform had approximately $395 billion of assets under management, with approximately 2,800 employees operating across North America, Europe, Asia Pacific and the Middle East.

Whitebox Advisors LLC ("Whitebox") is a multi-strategy alternative asset manager that seeks to generate optimal risk-adjusted returns for a diversified base of public institutions, private entities and qualified
individuals. Founded in 1999, Whitebox invests across asset classes, geographies, and markets through the hedge fund vehicles and institutional accounts that it advises. The firm maintains offices in Minneapolis, Austin,
New York, London and Sydney.

Highbridge Capital Management ("Highbridge") is a global alternative investment firm offering credit and volatility focused solutions across a range of liquidity and investment profiles, including hedge funds, drawdown

vehicles, and co-investments. Highbridge manages capital for sophisticated investors, which include financial institutions, public and corporate pension funds, sovereign wealth funds, endowments, and family offices. Highbridge is headquartered in New York, with a research presence in London. Highbridge is an indirect subsidiary of J.P. Morgan Chase & Co.

We use the term "principal stockholders" in this prospectus to describe certain funds, investment vehicles or accounts managed or advised by Ares, Whitebox or Highbridge or their respective affiliates that own shares of our common stock.

**Company Corporate Information**

Hornbeck Offshore Services, Inc. was incorporated under the laws of the State of Delaware on June 2, 1997. Our principal executive offices are located at 103 Northpark Boulevard, Suite 300, Covington, LA 70433, and our telephone number is (985) 727-2000. Our website address is *www.hornbeckoffshore.com*. Information contained on, or that can be accessed through, our website is not part of and is not incorporated by reference into this prospectus, and you should not consider information on our website to be part of this prospectus.

**The Offering**

| | |
|---|---|
| Common stock offered by us | shares. |
| Common stock offered by the selling stockholders | shares. |
| Option to purchase additional shares of common stock | We and the selling stockholders have granted the underwriters an option for a period of 30 days from the date of this prospectus to purchase an aggregate of up to additional shares of common stock from us, less underwriting discounts and commissions. |
| Common stock outstanding after this offering | shares (or shares if the underwriters exercise in full their option to purchase additional shares of common stock from us). |
| Use of proceeds | We estimate that the net proceeds to us from this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million (or approximately $ million if the underwriters exercise in full their option to purchase additional shares of common stock from us), assuming an initial public offering price of $ per share (which is the midpoint of the estimated offering price range shown on the cover page of this prospectus). For a sensitivity analysis as to the offering price and other information, see "Use of Proceeds."<br><br>We intend to use the net proceeds to us from this offering for general corporate purposes. We will not receive any proceeds from the sale of shares in this offering by the selling stockholders. |
| Dividend policy | We do not currently anticipate paying any dividends on our common stock immediately following this offering. We expect to retain all future earnings for use in the operation and expansion of our business. Following this offering and upon repayment of certain outstanding indebtedness, we may reevaluate our dividend policy. Any decision to declare and pay dividends in the future will be made at the sole discretion of our Board of Directors and will depend on various factors. See "Dividend Policy." |
| Risk factors | See "Risk Factors" for a discussion of risks you should carefully consider before deciding to invest in our common stock. |
| Listing | We intend to apply to have our common stock approved for listing on the NYSE under the symbol "HOS." |

Unless otherwise indicated or the context otherwise requires, all information in this prospectus reflects and assumes the following:

- no exercise by the underwriters of their option to purchase additional shares of common stock from us or from the selling stockholders; and

- an initial offering price of $ per share of common stock (which is the midpoint of the estimated offering price range shown on the cover page of this prospectus).

Additionally, the number of shares of our common stock to be outstanding after this offering is based on shares of our common stock outstanding as of September 30, 2023 and does not reflect:

- shares of common stock that may be issued upon exercise of outstanding Jones Act Warrants and Creditor Warrants, at an exercise price of $0.00001 per share and $27.83 per share, respectively;
- shares of common stock that may be issued upon the exercise of outstanding options at an average weighted exercise price of $10.00 or the vesting of restricted stock units issued under our 2020 Management Incentive Plan; and
- shares of common stock that may be issued pursuant to future awards under our 2020 Management Incentive Plan or our 2023 Equity Incentive Plan to be in effect following this offering.

**Summary Historical Financial and Other Data**

The summary consolidated statement of operations data for the nine months ended September 30, 2023 and 2022 have been derived from our Quarterly Financial Statements included elsewhere in this prospectus. The summary consolidated statement of operations data for the year ended December 31, 2022, the year ended December 31, 2021, for the period from September 5, 2020 to December 31, 2020 (Successor), and for the period from January 1, 2020 to September 4, 2020 (Predecessor), when our Predecessor emerged from bankruptcy, are derived from our Annual Financial Statements included elsewhere in this prospectus.

Our historical results are not necessarily indicative of the results to be expected in any future period. You should read the following summary financial and other data in conjunction with the sections titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Financial Statements and related notes included elsewhere in this prospectus.

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| *(dollars in thousands)* | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Statement of Operations Data**: | | | | | | |
| Revenues: | | | | | | |
| Vessel revenues | $ 405,623 | $ 284,398 | $ 406,034 | $ 214,680 | $ 50,971 | $ 94,520 |
| Non-vessel revenues | 32,965 | 33,927 | 45,192 | 41,620 | 12,815 | 26,274 |
| | 438,588 | 318,325 | 451,226 | 256,300 | 63,786 | 120,794 |
| Costs and expenses: | | | | | | |
| Operating expense | 221,532 | 153,863 | 214,788 | 142,819 | 39,565 | 90,674 |
| Depreciation expense | 18,730 | 13,016 | 18,601 | 15,672 | 5,016 | 65,705 |
| Amortization expense | 15,981 | 6,910 | 10,339 | 2,711 | — | 12,845 |
| General and administrative expense | 48,565 | 42,201 | 58,946 | 40,632 | 11,593 | 33,261 |
| Stock-based compensation expense | 17,270 | 3,468 | 5,330 | 3,372 | 1,503 | 1,969 |
| Restructuring costs | — | — | — | — | — | 34,491 |
| Terminated debt refinancing costs | 3,673 | — | — | — | — | — |
| | 325,751 | 219,458 | 308,004 | 205,206 | 57,677 | 238,945 |
| Gain on sale of assets | 2,667 | 14,544 | 21,837 | 2,679 | — | — |
| Operating income (loss) | 115,504 | 113,411 | 165,059 | 53,773 | 6,109 | (118,151) |
| Net interest expense | 24,788 | 28,392 | 38,340 | 35,284 | 10,673 | 39,516 |
| Other expense, net | 28,371 | 23,348 | 38,783 | 13,969 | 3,988 | 1,132,601 |
| Income (loss) before income taxes | 62,345 | 61,671 | 87,936 | 4,520 | (8,552) | (1,290,268) |
| Income tax expense (benefit) | 15,394 | 2,764 | 7,174 | 1,533 | 1,307 | (135,721) |
| Net income (loss) | $ 46,951 | $ 58,907 | $ 80,762 | $ 2,987 | $ (9,859) | $(1,154,547) |

| *(dollars in thousands)* | September 30, 2023 | September 30, 2022 | December 31, 2022 | December 31, 2021 |
|---|---|---|---|---|
| **Balance Sheet Data (at period end):** | | | | |
| Cash and cash equivalents | $ 146,298 | $ 154,883 | $ 217,303 | $ 180,446 |
| Total Current Assets | 308,407 | 288,365 | 357,933 | 268,331 |
| Property, plant and equipment, net | 553,020 | 439,739 | 449,249 | 329,732 |
| Total assets | 921,129 | 776,591 | 860,220 | 636,886 |
| Total current liabilities | 119,743 | 91,370 | 88,203 | 58,962 |
| Total long-term debt, net of original issue discount and deferred financing costs | 349,001 | 366,107 | 410,258 | 347,237 |
| Total liabilities | 590,116 | 530,009 | 589,388 | 453,013 |
| Total stockholders' equity | 331,013 | 246,582 | 270,832 | 183,873 |

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| *(dollars in thousands)* | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Statement of Cash Flows Data** | | | | | | |
| Net Cash provided by (used in): | | | | | | |
| Operating activities | $ 114,714 | $ 68,192 | $ 112,967 | $ 49,611 | $ (5,975) | $ (77,885) |
| Investing activities | (109,882) | (89,617) | (109,157) | (4,124) | (911) | (4,445) |
| Financing activities | (75,818) | (4,332) | 32,875 | 37,624 | — | 14,927 |
| **Other Financial Data (unaudited):** | | | | | | |
| EBITDA | $ 121,844 | $ 109,989 | $ 155,216 | $ 58,187 | $ 7,137 | $(1,172,202) |
| Adjusted EBITDA | 178,432 | 139,197 | 204,830 | 77,219 | 12,750 | (2,248) |
| Adjusted Free Cash Flow | 119,685 | 112,815 | 171,284 | 47,726 | 9,793 | (22,755) |
| Capital expenditures | 133,679 | 121,001 | 151,196 | 21,382 | 997 | 13,749 |

**Non-GAAP Financial Measures**

We disclose and discuss EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow as non-GAAP financial measures in this prospectus. We define EBITDA as earnings (net income or loss) before interest, income taxes, depreciation and amortization. Adjusted EBITDA reflects certain adjustments to EBITDA for gains or losses on early extinguishment of debt, terminated debt refinancing costs, stock-based compensation expense and interest income. In addition, Adjusted EBITDA excludes non-cash gains or losses on the fair value adjustment of liability-classified warrants, as well as restructuring costs and reorganization items, net related to the Company's voluntary relief in 2020 under Chapter 11 of the U.S. Bankruptcy Code and the application of fresh-start accounting under ASC 852, *Reorganizations*. We define Adjusted Free Cash Flow as Adjusted EBITDA less cash paid for deferred drydocking charges, maintenance capital improvements and non-vessel capital expenditures, cash paid for interest and cash paid for (refunds of) income taxes. Our measures of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow may not be comparable to similarly titled measures presented by other companies. Other companies may calculate EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow differently than we do, which may limit their usefulness as comparative measures.

We view EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow primarily as liquidity measures and, as such, we believe that the GAAP financial measure most directly comparable to those measures is cash flows

provided by operating activities. Because EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are not measures calculated in accordance with GAAP, they should not be considered in isolation or as a substitute for operating income, net income or loss, cash flows provided by operating, investing and financing activities, or other income or cash flow statement data prepared in accordance with GAAP. Additionally, Adjusted Free Cash Flow does not represent the total increase or decrease in our cash balance, and it should not be inferred that the entire amount of Adjusted Free Cash Flow is available for dividends, debt or share repurchases or other discretionary expenditures, since we have non-discretionary expenditures that are not deducted from this measure.

EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are widely used by investors and other users of our financial statements as supplemental financial measures that, when viewed with our GAAP results and the accompanying reconciliations, we believe provide additional information that is useful to gain an understanding of the factors and trends affecting our ability to service debt, pay taxes and fund drydocking charges, maintenance capital improvements and non-vessel capital expenditures. We also believe the disclosure of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow helps investors or lenders meaningfully evaluate and compare our cash flow generating capacity from quarter to quarter and year to year.

EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are also financial metrics used by management as supplemental internal measures for planning and forecasting overall expectations and for evaluating actual results against such expectations; for short-term cash bonus incentive compensation purposes; to compare to the EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow of other companies when evaluating potential acquisitions; and to assess our ability to service existing fixed charges and incur additional indebtedness. Additionally, we have historically made certain adjustments to EBITDA to internally evaluate our performance based on the computation of ratios used in certain financial covenants of our credit agreements with various lenders, whenever applicable. Currently, the Company’s Second Lien Credit Agreement includes an incurrence test for the issuance of unsecured debt. The test requires a fixed charge coverage ratio of at least 2.0 to 1.0 at the time any unsecured debt is incurred. The fixed charge coverage ratio is calculated using certain adjustments to EBITDA defined by the Second Lien Credit Agreement, which adjustments are consistent with those reflected in Adjusted EBITDA in this prospectus. In addition, we believe that, based on covenants in prior credit facilities, future debt arrangements may require compliance with certain ratios that will likely include EBITDA or Adjusted EBITDA in the computations. Adjusted EBITDA is also currently utilized in connection with the Company’s short-term cash bonus incentive compensation programs.

The following tables reconcile cash flows provided by (used in) operating activities to EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow, as we define those terms, for the nine months ended September 30, 2023 and 2022, and the year ended December 31, 2022 (Successor), the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively:

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| *(dollars in thousands)* | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **EBITDA Reconciliation to GAAP:** | | | | | | |
| Net cash flows provided by (used in) operating activities | $ 114,714 | $ 68,192 | $ 112,967 | $ 49,611 | $ (5,975) | $ (77,885) |
| Cash paid for deferred drydocking charges | 20,939 | 16,118 | 19,114 | 14,113 | 86 | 9,304 |
| Cash paid for interest | 25,692 | 5,417 | 8,868 | 8,467 | 1,731 | 14,781 |
| Cash paid for (refunds of) income taxes | 5,815 | 129 | 474 | 2,399 | 463 | (3,930) |
| Changes in operating assets and liabilities | (2,136) | 33,503 | 38,738 | (560) | 12,328 | (1,108,267) |
| Stock-based compensation expense | (17,270) | (3,468) | (5,330) | (3,372) | (1,503) | (1,969) |
| Amortization of deferred contract-specific costs of sales | (753) | — | — | — | — | — |
| Fair value adjustment of liability-classified warrants | (26,588) | (24,404) | (41,408) | (15,150) | 7 | — |
| Loss on early extinguishment of debt, net | (1,236) | (42) | (44) | — | — | (4,236) |
| Gain (loss) on sale and disposal of assets | 2,667 | 14,544 | 21,837 | 2,679 | — | — |
| EBITDA | $ 121,844 | $ 109,989 | $ 155,216 | $ 58,187 | $ 7,137 | $(1,172,202) |
| **Adjusted EBITDA Reconciliation to GAAP:** | | | | | | |
| Net cash flows provided by (used in) operating activities | $ 114,714 | $ 68,192 | $ 112,967 | $ 49,611 | $ (5,975) | $ (77,885) |
| Cash paid for deferred drydocking charges | 20,939 | 16,118 | 19,114 | 14,113 | 86 | 9,304 |
| Cash paid for interest | 25,692 | 5,417 | 8,868 | 8,467 | 1,731 | 14,781 |
| Cash paid for (refunds of) income taxes | 5,815 | 129 | 474 | 2,399 | 463 | (3,930) |
| Changes in operating assets and liabilities | (2,136) | 33,503 | 38,738 | (560) | 12,328 | (1,108,267) |
| Amortization of deferred contract-specific costs of sales | (753) | — | — | — | — | — |
| Interest income | 7,821 | 1,294 | 2,832 | 510 | 77 | 944 |
| Gain (loss) on sale and disposal of assets | 2,667 | 14,544 | 21,837 | 2,679 | — | — |
| Restructuring costs | — | — | — | — | — | 34,491 |
| Reorganization items, net | — | — | — | — | 4,040 | 1,128,314 |
| Terminated debt refinancing costs | 3,673 | — | — | — | — | — |
| Adjusted EBITDA | $ 178,432 | $ 139,197 | $ 204,830 | $ 77,219 | $ 12,750 | $ (2,248) |

| *(dollars in thousands)* | Successor: Nine Months Ended September 30, 2023 | Successor: Nine Months Ended September 30, 2022 | Successor: Year Ended December 31, 2022 | Successor: Year Ended December 31, 2021 | Successor: Period from September 5, 2020 through December 31, 2020 | Predecessor: Period from January 1, 2020 through September 4, 2020 |
|---|---|---|---|---|---|---|
| **Adjusted Free Cash Flow Reconciliation to GAAP:** | | | | | | |
| Net cash flows provided by (used in) operating activities | $ 114,714 | $ 68,192 | $ 112,967 | $ 49,611 | $ (5,975) | $ (77,885) |
| Cash paid for maintenance capital improvements | (5,318) | (3,617) | (3,762) | (3,826) | (677) | (264) |
| Cash paid for non-vessel capital expenditures | (983) | (1,101) | (1,328) | (688) | — | (88) |
| Changes in operating assets and liabilities | (2,136) | 33,503 | 38,738 | (560) | 12,328 | (1,108,267) |
| Amortization of deferred contract-specific costs of sales | (753) | — | — | — | — | — |
| Interest income | 7,821 | 1,294 | 2,832 | 510 | 77 | 944 |
| Gain (loss) on sale and disposal of assets | 2,667 | 14,544 | 21,837 | 2,679 | — | — |
| Restructuring costs | — | — | — | — | — | 34,491 |
| Reorganization items, net | — | — | — | — | 4,040 | 1,128,314 |
| Terminated debt refinancing costs | 3,673 | — | — | — | — | — |
| Adjusted Free Cash Flow | $ 119,685 | $ 112,815 | $ 171,284 | $ 47,726 | $ 9,793 | $ (22,755) |

The following table provides the detailed components of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow as we define those terms, for the nine months ended September 30, 2023 and 2022, and the year ended December 31, 2022 (Successor), the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively (in thousands):

| | Successor: Nine Months Ended September 30, 2023 | Successor: Nine Months Ended September 30, 2022 | Successor: Year Ended December 31, 2022 | Successor: Year Ended December 31, 2021 | Successor: Period from September 5, 2020 through December 31, 2020 | Predecessor: Period from January 1, 2020 through September 4, 2020 |
|---|---|---|---|---|---|---|
| **Components of EBITDA:** | | | | | | |
| Net income (loss) | $ 46,951 | $ 58,907 | $ 80,762 | $ 2,987 | $ (9,859) | $(1,154,547) |
| Interest, net | | | | | | |
| Debt obligations | 32,609 | 29,686 | 41,172 | 35,794 | 10,750 | 40,460 |
| Interest income | (7,821) | (1,294) | (2,832) | (510) | (77) | (944) |
| Total interest, net | 24,788 | 28,392 | 38,340 | 35,284 | 10,673 | 39,516 |
| Income tax expense (benefit) | 15,394 | 2,764 | 7,174 | 1,533 | 1,307 | (135,721) |
| Depreciation | 18,730 | 13,016 | 18,601 | 15,672 | 5,016 | 65,705 |
| Amortization | 15,981 | 6,910 | 10,339 | 2,711 | — | 12,845 |
| EBITDA | $ 121,844 | $ 109,989 | $ 155,216 | $ 58,187 | $ 7,137 | $(1,172,202) |

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Loss on early extinguishment of debt, net | 1,236 | 42 | 44 | — | — | 4,236 |
| Stock-based compensation expense | 17,270 | 3,468 | 5,330 | 3,372 | 1,503 | 1,969 |
| Interest income | 7,821 | 1,294 | 2,832 | 510 | 77 | 944 |
| Fair value of liability-classified warrants | 26,588 | 24,404 | 41,408 | 15,150 | (7) | — |
| Restructuring charges | — | — | — | — | — | 34,491 |
| Reorganization items, net | — | — | — | — | 4,040 | 1,128,314 |
| Terminated debt refinancing costs | 3,673 | — | — | — | — | — |
| Adjusted EBITDA | $ 178,432 | $ 139,197 | $ 204,830 | $ 77,219 | $ 12,750 | $ (2,248) |
| Cash paid for deferred drydocking charges[1] | (20,939) | (16,118) | (19,114) | (14,113) | (86) | (9,304) |
| Cash paid for maintenance capital improvements[1] | (5,318) | (3,617) | (3,762) | (3,826) | (677) | (264) |
| Cash paid for non-vessel capital expenditures[1] | (983) | (1,101) | (1,328) | (688) | — | (88) |
| Cash paid for interest | (25,692) | (5,417) | (8,868) | (8,467) | (1,731) | (14,781) |
| Cash refunds of (paid for) taxes | (5,815) | (129) | (474) | (2,399) | (463) | 3,930 |
| Adjusted Free Cash Flow | $ 119,685 | $ 112,815 | $ 171,284 | $ 47,726 | $ 9,793 | $ (22,755) |

(1) For additional information concerning these items, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Capital Expenditures.”

Set forth below are the material limitations associated with using EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow asnon-GAAP financial measures compared to cash flows provided by operating activities:

- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect the future capital expenditure requirements that may be necessary to replace our existing vessels upon expiration of their useful lives;
- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect the interest, future principal payments and other financing-related charges necessary to service the debt that we have incurred in acquiring and constructing our vessels;
- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect the deferred income taxes that we will eventually have to pay once we are no longer in an overall NOL carryforward position, as applicable; and
- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect changes in our net working capital position.

Management compensates for the above-described limitations in using EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow asnon-GAAP financial measures by only using EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow to supplement our GAAP results.

**Other Operating Data**

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Offshore Supply Vessels:** | | | | | | |
| Average number of OSVs[1] | 53.6 | 57.5 | 57.0 | 58.8 | 62.0 | 62.0 |
| Average number of active OSVs[2] | 31.8 | 25.5 | 26.7 | 22.2 | 19.6 | 24.2 |
| Average OSV fleet capacity (DWT)[3] | 233,587 | 227,611 | 229,001 | 228,256 | 236,430 | 237,338 |
| Average OSV capacity (DWT)[4] | 4,361 | 3,958 | 4,020 | 3,885 | 3,813 | 3,828 |
| Average OSV utilization rate[5] | 45.1% | 36.4% | 37.7% | 31.2% | 26.5% | 24.0% |
| Active OSV utilization rate[6] | 76.2% | 81.9% | 80.7% | 82.8% | 84.0% | 61.6% |
| Average OSV dayrate[7] | $ 38,927 | $ 30,590 | $ 32,305 | $ 19,785 | $ 16,082 | $ 17,495 |
| Effective OSV dayrate[8] | $ 17,556 | $ 11,135 | $ 12,179 | $ 6,173 | $ 4,262 | $ 4,199 |
| **Multi-Purpose Support Vessels:** | | | | | | |
| Average number of MPSVs[1] | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 |
| Average number of active MPSVs[2] | 11.0 | 10.3 | 10.4 | 8.9 | 9.0 | 9.1 |
| Average MPSV utilization rate[5] | 71.8% | 64.8% | 65.2% | 46.7% | 38.8% | 28.8% |
| Active MPSV utilization rate[6] | 78.3% | 75.8% | 75.0% | 63.0% | 51.7% | 37.8% |
| Average MPSV dayrate[7] | $ 63,188 | $ 51,715 | $ 53,421 | $ 40,245 | $ 36,055 | $ 34,893 |
| Effective MPSV dayrate[8] | $ 45,369 | $ 33,511 | $ 34,830 | $ 18,794 | $ 13,989 | $ 10,049 |

(1) Represents the weighted-average number of vessels owned during the period, adjusted to reflect date of acquisition or disposition of vessels. We owned 54 and 58 OSVs and 12 MPSVs as of December 31, 2022 and December 31, 2021, respectively. We owned 54 and 56 OSVs and 12 MPSVs as of September 30, 2023 and September 30, 2022, respectively. Excluded from this data are four non-owned vessels managed for the U.S. Navy, one vessel acquired from the U.S. Department of Transportation's Maritime Administration that is currently undergoing conversion for service as a dual-use SOV/flotel, two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, three OSVs

delivered since September 30, 2023 and one remaining OSV expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could extend into early 2024. The Company also sold ten and four OSVs during 2022 and 2021, respectively, and sold two OSVs during the nine months ended September 30, 2023.

(2) In response to weak market conditions, we elected to stack certain of our OSVs and MPSVs on various dates since October 2014. The average number of active OSVs represents the weighted-average number of vessels that were immediately available for service during each respective period, adjusted to reflect date of stacking or recommissioning of vessels.

(3) Represents the weighted-average number of OSVs owned during the period multiplied by the weighted-average capacity of OSVs during the same period.

(4) Represents actual capacity of the OSVs owned during the period on a weighted-average basis, adjusted to reflect date of acquisition or disposition of vessels.

(5) Utilization rates are weighted-average rates based on a 365-day year. Vessels are considered utilized when they are generating revenues.

(6) Active utilization rate is based on a denominator comprised only of vessel-days available for service by the active fleet, which excludes the impact of inactive or stacked vessel days.

(7) Average OSV and MPSV dayrates represent weighted-average revenue per day, which includes charter hire, crewing services and net brokerage revenues, based on the number of days during the period that the OSVs and MPSVs, respectively, generated revenues.

(8) Effective dayrate represents the average dayrate multiplied by the average utilization rate.

## RISK FACTORS

*An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below, together with the other information in this prospectus, before deciding whether to purchase our common stock. If any of the risks described below actually occur, our business, financial condition, results of operations or prospects could be materially adversely affected. In any such case, the trading price of our common stock could decline and you could lose all or part of your investment.*

### Risks Relating to Our Business

***We derive substantial revenues from companies in the oil and natural gas exploration and production industry, which is a historically cyclical industry with levels of activity that are directly affected by the levels and volatility of oil and natural gas prices.***

The demand for our services from companies in various energy-related industries is cyclical, and to some extent, seasonal, depending primarily on the capital expenditures of offshore energy companies. These capital expenditures are influenced by such factors as:

- prevailing oil and natural gas prices, particularly with respect to prevailing prices on local price indexes in the areas in which we operate and expectations about future commodity prices;
- the action of the Organization of the Petroleum Exporting Countries ("OPEC"), its members and other state-controlled oil companies relating to oil price and production controls;
- worldwide and regional economic conditions impacting the global supply and demand for oil and natural gas;
- domestic and international political, military, regulatory and economic conditions, including global inflationary pressures, Russia's ongoing invasion of Ukraine and sanctions related thereto, as well as the ongoing conflict in Israel and the surrounding region;
- delay and regulatory uncertainty stemming from local or environmental opposition to offshore energy development projects;
- the cost of exploring for, producing and delivering hydrocarbons;
- the sale and expiration dates of available offshore leases;
- the discovery rate, size and location of new hydrocarbon reserves, including in offshore areas;
- the rate of decline of existing hydrocarbon reserves due to production;
- laws and regulations related to environmental matters, including those addressing alternative energy sources and the risks of global climate change;
- the development and exploitation of alternative fuels or energy sources andend-user conservation trends;
- domestic, local and foreign governmental regulation and taxes;
- technological advances, including technology related to the exploitation of shale oil, which can result in over-supply of hydrocarbons or a change in demand for hydrocarbons; and
- the ability of offshore energy producers to generate funds for their capital-intensive businesses.

Prices for oil and natural gas have historically been, and we anticipate they will continue to be, extremely volatile and reactive to changes in the supply of and demand for oil and natural gas (including changes resulting from the ability of OPEC to establish and maintain production quotas), domestic and worldwide economic conditions and political instability in oil producing countries. In the past, low oil prices have adversely affected demand for our services and any decreases, over a sustained period of time, could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our results of operations and operating cash flows depend on our obtaining significant contracts, primarily from companies in the oil and gas exploration and production industry. The timing of or failure to obtain contracts, delays in awards of contracts, cancellations of contracts, delays in completion of contracts, or failure to obtain timely payments from our customers, could result in significant periodic fluctuations in our results of operations and operating cash flows. If customers do not proceed with the completion of significant projects or if significant defaults on customer payment obligations to us arise, or if we encounter disputes with customers involving such payment obligations, we may face difficulties in collecting payment of amounts due to us, including for costs we previously incurred.

***Certain developments in the global oil and gas markets, such as the impacts we experienced fromCOVID-19, the Russian invasion of Ukraine and related sanctions, and the ongoing conflict in Israel and the surrounding region have had, and may continue to have, material adverse consequences for general economic, financial and business conditions, and could materially and adversely affect our business, financial condition, results of operations and liquidity and those of our customers, suppliers and other counterparties.***

Changes in the supply of and demand for oil and gas impacts the level of services that we provide to customers, which in turn impacts our financial position, results of operations and cash flows.

The outbreak of the COVID-19 pandemic in 2020, combined with temporary but significant increases in oil and gas production by Saudi Arabia and Russia immediately following the outbreak, had significant global effects on demand for oil and gas and resulted in substantial reductions in our dayrates and utilizations. While oil and gas prices and, therefore, demand for our services have largely recovered as the impacts of COVID-19 pandemic have been alleviated, concerns over the prolonged negative effects of the COVID-19 outbreak on economic and business prospects across the world, including as a result of potential new variants of the virus or another global pandemic, have contributed to oil price volatility and uncertainty regarding the outlook for the global economy. Such conditions have resulted in, and could again result in, reductions to our customers' drilling and production expenditures and delays or cancellations of projects, thus decreasing demand for our services, and an increased risk that our customers may seek price reductions or more favorable economic terms for our services or terminate our contracts.

Additionally, although as of the date of this prospectus we have not been materially impacted by the resulting supply chain disruptions, the Russian invasion of Ukraine and related sanctions have significantly disrupted supply chains for crude oil and natural gas. While initial impacts of the war in 2022 resulted in increased European demand for U.S. natural gas products, we cannot predict the level of future demand, effects on domestic pricing, and impacts on U.S. oil and gas production. Further, the Russia Ukraine conflict and other geopolitical tensions, as well as the related international response, have exacerbated inflationary pressures, causing increases in the prices for goods and services and exacerbating global supply chain disruptions, which have resulted in, and may continue to result in, shortages in materials and services and related uncertainties. Such shortages have resulted in, and may continue to result in, cost increases for labor, fuel, materials and services, and could continue to cause costs to increase, and also result in the scarcity of certain materials. Any economic slowdown or recession in Europe or globally, including as a result of such supply chain disruptions or sanctions, may also impact demand and depress the price for crude oil, natural gas or other products that we handle, which could have significant adverse consequences on our financial condition and the financial condition of our customers, suppliers and other counterparties, and could diminish our liquidity. The U.S. government has also implemented geographic restrictions for certain offshore oil and gas operators and projects, which may reduce the number of projects our vessels may support. While the geographic areas in which we operate are largely unaffected by these sanctions, they could negatively impact our business and financial condition. Further, the ongoing conflict in Israel and the surrounding region could escalate into a broader conflict that could disrupt energy operations and supply chains globally.

Our results of operations are materially affected by conditions in the global capital markets and the economy generally, both in the U.S. and elsewhere around the world. Weak economic conditions sustained uncertainty about global economic conditions, concerns about future U.S. budgetary cuts, or a prolonged or further tightening

of credit markets could cause our customers and potential customers to postpone or reduce spending on products or services or put downward pressure on prices, which could have an adverse effect on our business, results of operations or cash flows. In the event of extreme prolonged adverse market events, such as a global credit crisis, we could incur significant losses. The future impact of these current events on our financial condition, results of operations and cash flows depends largely on developments outside our control which cannot be predicted with certainty.

***Impairment of our long-term assets may adversely impact our financial position and results of operations.***

We periodically evaluate our long-lived assets, including our property and equipment, and intangible assets. In performing these assessments, we project future cash flows on an undiscounted basis for long-lived assets and compare these cash flows to the carrying amount of the related assets. These cash flow projections are based on our current operating plans, estimates and judgmental assumptions. We perform the assessment of potential impairment for our property and equipment and intangibles whenever facts and circumstances indicate that the carrying value of those assets may not be recoverable due to various external or internal factors. In such event, if we determine that our estimates of future cash flows were inaccurate or our actual results are materially different from what we have predicted, we could record additional impairment charges in future periods, which could have a material adverse effect on our financial position and results of operations.

***The waiver, repeal or administrative weakening of the Jones Act could adversely impact our business.***

Substantial portions of our operations are conducted in the U.S. coastwise trade, and thus, are subject to the provisions of the Jones Act which, subject to limited exceptions, restricts maritime transportation of merchandise between points in the United States (known as cabotage or coastwise trade) to vessels that are: (a) built in the United States; (b) registered under the U.S. flag; (c) crewed by U.S. citizens or lawful permanent residents; and (d) owned and operated by U.S. citizens within the meaning of the Jones Act. For years, there have been attempts to repeal or amend such provisions, and such attempts are expected to continue in the future. In addition, the President of the United States may waive the requirement for using U.S.-flag vessels with coastwise endorsements in the U.S. coastwise trade in the interest of national defense. Furthermore, the Jones Act restrictions on the coastwise trade are subject to certain exceptions under certain international trade agreements, including the General Agreement on Trade in Services. If maritime cabotage services were included in the General Agreement on Trade in Services or other international trade agreements, the shipping of maritime cargo between covered U.S. ports could be opened to foreign-flag vessels, foreign-built vessels or foreign-owned vessels. Repeal, substantial amendment, waiver of provisions, or other administrative weakening of the Jones Act could significantly adversely affect us by, among other things, resulting in additional competition from competitors with lower operating costs, because of their ability to use vessels built in lower-cost foreign shipyards, owned and manned by foreign nationals with promotional foreign tax incentives and with lower wages and benefits than U.S. citizens. Because foreign vessels may have lower construction costs and operate at significantly lower costs than companies operating in the U.S. coastwise trade, such a change could significantly increase competition in the U.S. coastwise trade, which could have a material adverse effect on our business, financial position, results of operations, cash flows and growth prospects.

***We must continue to comply with the Jones Act's citizenship requirements.***

Because we own and operate U.S.-flagged vessels in the U.S. coastwise trade, the Jones Act requires that at least 75% of the outstanding shares of each class or series of the capital stock of the Company must be owned and controlled by U.S. citizens. We are responsible for monitoring the ownership of our equity securities and subsidiaries to ensure compliance with the citizenship requirements of the Jones Act. If we do not continue to comply with such requirements, we would be prohibited from operating our U.S.-flagged vessels in the U.S. coastwise trade and may incur severe penalties, such as fines and/or forfeiture of such vessels and/or permanent loss of U.S. coastwise trading privileges for such vessels.

***Our operations may be impacted by changing macroeconomic conditions, including inflation.***

Inflation has been an ongoing concern in the U.S. since 2021. Ongoing inflationary pressures have resulted in and may result in additional increases to the costs of goods, services and personnel, which in turn could cause our capital expenditures and operating costs to rise. Sustained levels of high inflation caused the U.S. Federal Reserve and other central banks to increase interest rates multiple times in 2022 and 2023 in an effort to curb inflationary pressure on the costs of goods and services, which could have the effects of raising the cost of capital and depressing economic growth, either of which (or the combination thereof) could hurt the financial and operating results of our business. To the extent elevated inflation remains, we may experience further cost increases for our operations.

High oil prices are also inflationary and governmental or economic responses to high oil prices could impact the operations of our customers. Sustained high oil prices could also drive over-investment and create the potential for global over-supply, which could cause prices to fall, also impacting investment by our customers.

Any future reduction in worldwide economic growth and economic activity could, if sustained, ultimately lead to a global recession. In a global recession, it is likely that the demand for oil and natural gas would decline and the number of planned offshore energy projects would decrease. Such a scenario would negatively impact the demand for offshore support services, and in turn, our financial performance.

***Adverse developments affecting the financial services industry, such as actual events or concerns involving liquidity, defaults, ornon-performance by financial institutions or transactional counterparties, could adversely affect our current and projected business operations and our financial condition and results of operations.***

Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. For example, on March 10, 2023, Silicon Valley Bank ("SVB"), was closed by the California Department of Financial Protection and Innovation, which appointed the Federal Deposit Insurance Corporation ("FDIC"), as receiver. Similarly, on March 12, 2023, Signature Bank Corp. ("Signature"), and Silvergate Capital Corp. were each swept into receivership. Although a statement by the U.S. Department of the Treasury, the U.S. Federal Reserve and the FDIC indicated that all depositors of SVB would have access to all of their money after only one business day of closure, including funds held in uninsured deposit accounts, borrowers under credit agreements, letters of credit and certain other financial instruments with SVB, Signature or any other financial institution that is placed into receivership by the FDIC may be unable to access undrawn amounts thereunder. Although we are not a borrower under or party to any material letter of credit or any other such instruments with SVB, Signature or any other financial institution currently in receivership, and we are not a borrower under or party to any credit agreement with such institutions, if we enter into any such instruments and any of our lenders or counterparties to such instruments were to be placed into receivership, we may be unable to access such funds. In addition, if any of our partners, suppliers or other parties with whom we conduct business are unable to access funds pursuant to such instruments or lending arrangements with such a financial institution, such parties' ability to pay their obligations to us or to enter into new commercial arrangements requiring additional payments to us could be adversely affected. In this regard, counterparties to SVB credit agreements and arrangements, and third parties such as beneficiaries of letters of credit (among others), may experience direct impacts from the closure of SVB and uncertainty remains over liquidity concerns in the broader financial services industry. Similar impacts have occurred in the past, such as during the 2008-2010 financial crisis.

Inflation and rapid increases in interest rates have led to a decline in the trading value of previously issued government securities with interest rates below current market interest rates. Although the U.S. Department of the Treasury, the FDIC and the Federal Reserve Board have announced a program to provide up to $25 billion of

loans to financial institutions secured by certain of such government securities held by financial institutions to mitigate the risk of potential losses on the sale of such instruments, widespread demands for customer withdrawals or other liquidity needs of financial institutions for immediate liquidity may exceed the capacity of such program. Additionally, we regularly maintain cash balances at third-party financial institutions in excess of the FDIC standard insurance limit, and there is no guarantee that the U.S. Department of the Treasury, the FDIC and the Federal Reserve Board will provide access to uninsured funds in the future in the event of the closure of such banks or financial institutions, or that they would do so in a timely fashion.

Our access to funding sources and other credit arrangements in amounts adequate to finance or capitalize our current and projected future business operations could be significantly impaired by factors that affect us, any financial institutions with which we enter into credit agreements or arrangements directly, or the financial services industry or economy in general. These factors could include, among others, events such as liquidity constraints or failures, the ability to perform obligations under various types of financial, credit or liquidity agreements or arrangements, disruptions or instability in the financial services industry or financial markets, or concerns or negative expectations about the prospects for companies in the financial services industry. These factors could involve financial institutions or financial services industry companies with which we have financial or business relationships, but could also include factors involving financial markets or the financial services industry generally.

The results of events or concerns that involve one or more of these factors could include a variety of material adverse effects on our current and projected business operations and our financial condition and results of operations. These risks include, but may not be limited to, the following:

- delayed access to deposits or other financial assets or the uninsured loss of deposits or other financial assets;
- inability to enter into credit facilities or other working capital resources;
- potential or actual breach of contractual obligations that require us to maintain letters of credit or other credit support arrangements; or
- termination of cash management arrangements and/or delays in accessing or actual loss of funds subject to cash management arrangements.

In addition, investor concerns regarding the U.S. or international financial systems could result in less favorable commercial financing terms, including higher interest rates or costs and tighter financial and operating covenants, or systemic limitations on access to credit and liquidity sources, thereby making it more difficult for us to acquire financing on acceptable terms or at all. Any decline in available funding or access to our cash and liquidity resources could, among other risks, adversely impact our ability to meet our operating expenses or other obligations, financial or otherwise, result in breaches of our financial and/or contractual obligations or result in violations of federal or state wage and hour laws. Any of these impacts, or any other impacts resulting from the factors described above or other related or similar factors, could have material adverse effects on our liquidity and our current and/or projected business operations and financial condition and results of operations.

In addition, any further deterioration in the macroeconomic economy or financial services industry could lead to losses or defaults by our partners, vendors or suppliers, which in turn could have a material adverse effect on our current and/or projected business operations and results of operations and financial condition. For example, a partner may fail to make payments when due, default under their agreements with us, become insolvent or declare bankruptcy, or a supplier may determine that it will no longer deal with us as a customer. In addition, a vendor or supplier could be adversely affected by any of the liquidity or other risks that are described above as factors that could result in material adverse effects on us, including but not limited to delayed access or loss of access to uninsured deposits or loss of the ability to draw on existing credit facilities involving a troubled or failed financial institution. The bankruptcy or insolvency of any partner, vendor or supplier, or the failure of any partner to make payments when due, or any breach or default by a partner, vendor or supplier or the loss of

any significant supplier relationships, could cause us to suffer material losses and may have material adverse effects on our business.

***Our business and our customers' businesses are subject to complex laws and regulations that can adversely affect the cost, manner, or feasibility of doing business.***

Our operations are subject to extensive federal, state and local laws and regulations, including complex environmental laws and occupational health and safety laws. We may be required to make large expenditures to comply with such regulations. Failure to comply with these laws and regulations or accidental spills or releases of oil and/or hazardous substances may result in the suspension or termination of operations or permits and other authorizations, and subject us to administrative, civil, and criminal penalties. In the event of environmental violations or accidental spills or releases, we may be charged with the costs of investigation, remediation or other corrective actions and citizen groups may file claims for nuisance, provision of alternative water supplies, property damage or bodily injury. Laws and regulations protecting the environment have become more stringent in recent years, and may, in some circumstances, result in liability for environmental damage regardless of negligence or fault through a strict, joint and several liability scheme, even if our operations were lawful at the time or in accordance with industry standards. In addition, pollution and similar environmental risks generally are not fully insurable. These liabilities and costs could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Additionally, changes in environmental laws or regulations, including laws relating to the emission of carbon dioxide and other GHGs or other climate change concerns, could require us to devote capital or other resources to comply with these laws and regulations. These changes could also subject us to additional costs and restrictions, including increased fuel costs. Such changes in laws or regulations could increase costs of compliance and doing business for our customers and thereby decrease the demand for our services. Because our business depends on the level of activity in the offshore oil and gas industry, existing or future laws and regulations related to GHGs and climate change, including incentives to conserve energy or use alternative energy sources, could have a negative impact on our business if such laws and regulations reduce the worldwide demand for oil and gas or limit drilling opportunities for our customers.

Additionally, we operate our vessels in a number of international markets and are subject to various international treaties and the local laws and regulations in jurisdictions where our vessels operate and/or are registered. These conventions, laws and regulations govern matters of environmental protection, GHG emissions, worker health and safety, vessel and port security, and the manning, construction, ownership and operation of vessels, including cabotage requirements similar to the Jones Act. Changes in such international treaties and such local laws and regulations can be unpredictable and may adversely affect our ability to carry out operations overseas.

***The Inflation Reduction Act of 2022 could accelerate the transition to a low carbon economy and impose increased costs on our customers.***

In August 2022, President Biden signed the Inflation Reduction Act of 2022 ("IRA 2022") into law. The IRA 2022 contains incentives for the development of renewable energy, clean hydrogen, clean fuels, electric vehicles and supporting infrastructure and carbon capture and sequestration, among other provisions. These incentives could further accelerate the transition of the U.S. economy away from the use of fossil fuels towards lower-or zero-carbon emissions alternatives, which could decrease demand for oil and gas and consequently reduce demand for our services in that sector. In addition, the IRA 2022 imposes the first ever federal fee on the emission of GHGs through a methane emissions charge. The IRA 2022 amends the federal Clean Air Act ("CAA") to impose a fee on the emission of methane from sources required to report their GHG emissions to the U.S. Environmental Protection Agency ("EPA"). The methane emissions charge will start in calendar year 2024 at $900 per ton of methane, increase to $1,200 per ton in 2025, and be set at $1,500 per ton for 2026 and each year thereafter. Calculation of the fee is based on certain thresholds established in the IRA 2022. The methane

emissions charge could increase our customers' operating costs in the oil and gas industry and reduce demand for our services.

***Imposition of laws, executive actions or regulatory initiatives to restrict, delay or cancel leasing, permitting or drilling activities in deepwaters of the U.S. or foreign countries may reduce demand for our services and products and have a material adverse effect on our business, financial condition or results of operations.***

We provide services for oil and natural gas exploration and production customers operating offshore in the deepwaters of the U.S. and in other countries. In the U.S., President Biden issued an executive order in January 2021 that commits to substantial action on climate change, calling for, among other things, the elimination of subsidies provided to the fossil fuel industry and an increased emphasis on climate-related risks across government agencies and economic sectors. In September 2023, the Biden Administration announced that federal agencies will be directed to consider the social cost of GHGs in agency budgeting, procurement, and other agency decisions, including in environmental reviews conducted pursuant to the National Environmental Policy Act, where appropriate. Additionally, regulatory agencies under the Biden Administration may issue new or amended rulemakings regarding deepwater leasing, permitting or drilling that could result in more stringent or costly restrictions, delays or cancellations in offshore oil and natural gas exploration and production activities. Additionally, decisions regarding federal offshore leasing have been subject to legal challenges that could delay or suspend offshore lease auctions, adversely affecting our customers' businesses and reducing demand for our services. In September 2023, the Biden Administration announced a new five-year offshore leasing plan for the U.S. GoM. The plan calls for a maximum of three offshore lease sales, in 2025, 2027 and 2029, and no lease sales will be held in 2024. The five-year lease plan represents the smallest number of planned sales in the history of the offshore leasing program.

Any new legislation, executive actions or regulatory initiatives, whether in the U.S. or in other countries, that impose increased costs, more stringent operational standards or result in significant delays, cancellations or disruptions in our customers' operations, could increase the risk of losing leasing or permitting opportunities, expired leases due to the time required to develop new technology, increased supplemental bonding costs, or cause our customers to incur penalties, fines or shut-in production at one or more of their facilities, any or all of which could reduce demand for our services. We cannot predict with any certainty the full impact of any new laws, regulations, executive actions or regulatory initiatives on our customers' drilling operations or the opportunity to pursue such operations, or on the cost or availability of insurance to cover the risks associated with such operations. The matters described above, individually or in the aggregate, could have a material adverse effect on our business, financial condition and results of operations.

***We operate in a highly competitive industry.***

The offshore drilling and production support industry is both highly competitive and capital intensive and requires substantial resources and investment to satisfy customers and maintain profitability. Our customers award contracts based on price, industry reputation, service quality, vessel offerings and capabilities, transit costs and other similar factors. Increased competition for deepwater drilling contracts could depress dayrates and utilization rates, adversely affecting our profitability. A sustained inability to win contracts in our key markets would put pressure on our ability to service our debt.

***Our financial and operating performance may be subject to the state of the offshore wind energy market.***

Our results of operations may be subject to the state of the offshore wind energy market and the inherent complexity of developing wind energy projects. In addition to the state and federal government policies supporting renewable energy, the growth and development of the offshore wind energy market is subject to a number of factors, including, among other things:

- a new and complex permitting process;
- higher development costs than onshore alternatives;
- the availability and cost of financing for the estimated pipeline of offshore wind energy projects;
- fixed price contracts of wind development projects make it difficult to recover cost increases;

- the deferral or cancellation of offshore wind projects;
- dynamics of the electricity market, which may be affected by a number of factors, including government regulation, power transmission, seasonality, fluctuations in demand, and the cost and availability of fuel, particularly natural gas;
- the cost of raw materials used to make wind turbines, particularly steel;
- the general increase in demand for electricity or "load growth";
- the costs of competing power sources, including natural gas, nuclear power, solar power and other power sources;
- the development of new power generating technology, advances in existing technology or discovery of power generating natural resources;
- the development of electrical transmission infrastructure;
- state and federal laws and regulations, particularly those favoring low carbon energy generation alternatives;
- administrative and legal challenges to proposed offshore wind energy development projects; and
- heightened focus on environmental or habitat concerns.

***We may be unable to attract and retain qualified, skilled employees necessary to operate our business, and the loss of key personnel could adversely affect our relationship with the military.***

Much of our success depends on our ability to attract and retain highly skilled and qualified personnel. Our inability to hire, train and retain a sufficient number of qualified employees, including mariners, could impair our ability to manage, maintain and grow our business.

In crewing our vessels, we require skilled employees who can perform physically demanding work. As a result of past volatility in the oil and gas industry, many industry employees chose to pursue employment in other fields, leading the industry to experience a significant shortfall in qualified mariners. As conditions in the industry have improved, it has become more challenging to engage experienced personnel as crews on our vessels. We face strong competition within the broader oilfield industry for employees and potential employees, including competition from drilling rig operators for fleet personnel. We may have difficulty hiring employees or finding suitable replacements as needed and it is possible that we would have to raise wage rates or increase benefits offered to attract workers and to retain current employees. In such circumstances, if we are unable to increase our service rates to customers to compensate for wage increases or recruit qualified personnel to operate vessels at full utilization, our financial condition and results of operations may be adversely affected.

Additionally, the ongoing viability and potential growth of our contractual relationship with the U.S. military is dependent on our continued employment of certain key personnel. Any action taken by the U.S. military in response to the loss of key personnel, or potential loss of key personnel, from our operations could adversely affect our current and future business with the military and, in turn, adversely affect our financial results.

Further, our operations are dependent upon the efforts and continued employment of our executive officers and key management personnel, including, but not limited to, our Founder, Chairman, President and Chief Executive Officer, Todd M. Hornbeck, who has substantial experience and relationships with our major customers. Given industry management turnover resulting from restructurings and other corporate changes, seasoned managers are in demand. Although we have entered into employment agreements with our executive officers and key management personnel, there is no guarantee that they will remain employed by us. In the event of the loss of key management personnel, we would be required to hire a replacement and there can be no assurance that the replacement will be suitable or favorable to us, which could adversely affect our financial results and operations. The loss of services of one or more of our executive officers or key management personnel could have a negative impact on our financial condition and results of operations.

***We may be adversely affected by potential litigation.***

In the future, we may become parties to litigation. In general, litigation can be expensive and time consuming to bring or defend against. Such litigation could result in settlements or damages that could significantly affect our financial results. It is not possible to predict the potential litigation that we may become party to nor the final resolution of such litigation. The impact of any such litigation on our businesses and financial stability, however, could be material.

***Certain claims were not discharged in our bankruptcy and could have a material adverse effect on our financial condition and results of operations.***

The U.S. Bankruptcy Code provides that the confirmation of a plan of reorganization discharges a debtor from substantially all debts arising prior to confirmation. With few exceptions, all claims that arise prior to the filing of a petition or before confirmation of a plan of reorganization (a) are subject to compromise and/or treatment under such plan of reorganization and/or (b) are discharged in accordance with the terms of such plan of reorganization.

In order to achieve our objective of a swift confirmation of the joint prepackaged plan of reorganization filed with and confirmed by the bankruptcy court on May 19, 2020 and June 19, 2020, respectively (the "Plan"), we determined to leave many classes of claims as unimpaired and thus such claims were not discharged under the Plan. Holders of such claims can still assert the claims against the reorganized entity and may have an adverse effect on our financial condition and results of operations.

***Stacked vessels, and the unstacking of such vessels, may require substantial capital and operating expenditures and regulatory approvals.***

Due to difficult market conditions, we have elected, and may elect, at various points, to stack certain vessels in our fleet, which would reduce the number of crew and personnel that operate and maintain such vessels. Though vessel stacking reduces the costs of operating a vessel, it reduces the number of available vessels we can deploy to service our customers and limits potential revenues. If market conditions do not improve, we may be required to stack additional vessels.

When we elect to unstack the stacked vessels, we will incur substantial capital and operating expenditures. These expenditures could increase as a result of changes in the cost of labor and materials, changes in technology, customer requirements for new or upgraded equipment, the size of our fleet, the cost of replacement parts for existing vessels, the geographic location of the vessels or the length of contracts. We will also incur costs associated with regulatory recertification and remobilization, changes in safety or other equipment standards and may incur additional costs to hire and train personnel to operate the vessels. Making such alterations may require the stacked vessels to remain out of service for extended periods of time, with corresponding losses of revenues. Such costs could have an adverse effect on our financial results and operations.

If we are unable to fund these capital expenditures with our liquidity, we may be required to incur additional borrowings, or seek out additional financing arrangements with banks or other capital providers. Our failure to obtain the funds for necessary future capital expenditures could have a material adverse effect on our business and on our financial position, results of operations and cash flows.

***Unstacking of vessels could adversely impact the market for OSVs and MPSVs.***

As of September 30, 2023, we had stacked 18 U.S.-flagged OSVs, three foreign-flagged OSVs and one U.S.-flagged MPSV. Certain of our competitors may also stack OSVs from time to time. To the extent that we or our competitors unstack vessels in response to improvement or perceived improvement in market conditions faster than the market can absorb such additional vessels, the market for OSVs could become oversaturated and would adversely affect dayrates and utilization for our vessels.

***Increases in the supply of vessels could decrease dayrates.***

A material increase in the supply of OSVs or MPSVs, whether through new construction (including our own), refurbishment or conversion of vessels from other uses, remobilization, reactivation or changes in law or its application could increase competition for charters, lower utilization or lower dayrates, any of which would adversely affect our revenues and profitability. Such an increase in vessel capacity could also exacerbate the impact of any future downturn in the oil and gas industry, which would have an adverse impact on our business.

Additionally, because the Jones Act does not cover certain services provided by MPSVs, foreign competitors may deploy additional MPSVs to the U.S. GoM or build additional MPSVs that will compete with us in the U.S. GoM.

***The early termination of or inability to renew contracts for our vessels could have an adverse effect on our operations.***

Certain contracts for our vessels, including contracts with the United States government, allow for early termination at the customer's option. Many of our contracts that contain early termination provisions contain remedies or other provisions that would compensate us in the event an option is exercised, such as early termination fees, but customers may choose to exercise their termination rights in spite of such remedies or provisions and such remedies may not fully compensate us for the loss of the contract.

Additionally, in economic downturns, customers have requested that we adjust the terms of their contracts to be more customer-friendly, including by assuming greater risks. While we are not required to give such concessions, commercial considerations may dictate that we do so, given the relatively few deepwater customers operating in the U.S. GoM. Certain customers who seek to terminate our contracts may attempt to defeat or circumvent our protections against certain liabilities for which we receive indemnity. Our customers' ability to perform their obligations under their contracts, including their ability to fulfill their indemnity obligations to us, may be negatively impacted by an economic downturn. Our customers, which include national energy companies, often have significant bargaining leverage over us. Should a counterparty fail to honor its obligations under an agreement with us, we could sustain losses, which could have an adverse effect on our business and on our financial position, results of operations or cash flows.

Until we replace the terminated contracts with new contracts, our business could be temporarily disrupted or adversely affected, as there may be a gap in the operation of the vessels between the current contracts and subsequent contracts, or we may not be able to secure new contracts on substantially similar terms due to the prevailing market or industry conditions at the time of expiration. The fluctuation in the demand for our services may be impacted by volatility in oil and gas markets, which could ultimately adversely affect our financial position, results of operations or cash flows. As of September 30, 2023, we had stacked 18 U.S.-flagged OSVs, three foreign-flagged OSVs and one U.S.-flagged MPSV. Further, as of September 30, 2023, we had 38 existing contracts for our vessels that are currently operating, which have durations ranging from 15 days to five years. When oil and natural gas prices are low or it is expected that such prices will decrease in the future, we may be unable to obtain contracts at attractive dayrates or at all. We may not be able to obtain new contracts in direct continuation with existing contracts, or depending on prevailing market conditions, we may enter into contracts at dayrates substantially below the existing dayrates or on terms otherwise less favorable.

***We may not be able to complete the construction of our remaining two newbuilds and may experience delays related to the newbuilds.***

We began constructing two Jones Act-qualified MPSVs under our prior newbuild program. These vessels are large and complex. We estimate that the cost to complete these vessels will exceed the $53.8 million total contract price we are required to pay for their completion and that the sureties that have taken over their construction will be required to pay significant sums in excess of our remaining contribution. While the sureties are contractually required to fund these excess costs, they might not do so, which would result in delay and disputes. Moreover, the vessels are complex and the shipyard performing the completion work for the sureties

may be unable or unwilling to perform on the anticipated timeline or at all, also potentially causing delay and disruption to our planned uses for the vessels.

***Failure to successfully complete repairs, maintenance and routine drydockingson-time and on-budget could adversely affect our financial condition and operations.***

We routinely engage shipyards to drydock vessels for regulatory compliance, repair, and maintenance. Equipment shortages, insufficient shipyard availability, unforeseen engineering issues, work stoppages, weather interference, unanticipated cost increases, inability to obtain necessary certifications and approvals, material shortages, labor issues, and other similar factors could lead to extended delays or additional costs. Significant delays could adversely affect our ability to perform under our contracts, and significant cost overruns could adversely affect our operations and profitability.

At October 31, 2023, our total contracted backlog was $659.3 million. The contractual revenue we ultimately receive may be lower than the contracted backlog due to a number of factors, including vessel downtime or suspension of operations. The actual dayrate may be lower than the contractual operating dayrate assumed in the contracted backlog described above because a down-time (such as waiting on weather) rate, repair rate, standby rate or force majeure rate, may apply under certain circumstances. Several factors could cause vessel downtime or a suspension of operations, including equipment breakdowns and other unforeseen engineering problems, marine casualties, labor strikes and other work stoppages, shortages of material and skilled labor, surveys by government and maritime authorities, periodic classification surveys, severe weather or harsh operating conditions, and force majeure events.

In certain contracts, the dayrate may be reduced to zero if, for example, repairs extend beyond a stated period of time. Our total contracted backlog includes only firm commitments and certain contracted option periods, which are represented by signed contracts or, in some cases, other definitive agreements awaiting contract execution. We may not be able to realize the full amount of our total contracted backlog due to events beyond our control. In addition, some of our customers have experienced liquidity issues in the past, including some recently, and these liquidity issues could be experienced again if commodity prices decline for an extended period of time. Liquidity issues and other market pressures could lead our customers to seek bankruptcy protection or to seek to repudiate, cancel or renegotiate these agreements for various reasons. Our inability to realize the full amount of our total contracted backlog may have an adverse effect on our financial position, results of operations or cash flows.

***In addition to industry concentrations, we have certain customer concentrations, and the loss of a significant customer would adversely impact our financial results.***

For the nine months ended September 30, 2023 and the year ended December 31, 2022, Occidental Petroleum Company accounted for 20.4% and 16.4% of our consolidated revenues, respectively, and Military Sealift Command accounted for 15.7% and 14.5% of our consolidated revenues, respectively. The loss or material reduction of business from a significant customer could therefore have a material adverse effect on our results of operations and cash flows. Moreover, our customer contracts subject us to counterparty risks. See "—We may be unable to collect amounts owed to us by customers." The ability of each of our counterparties to perform their obligations under a contract with us will depend on a number of factors that are beyond our control such as the overall financial condition of the counterparty. Should a significant customer fail to honor its obligations under an agreement with us, we could sustain losses, which could have a material adverse effect on our business, financial condition and results of operations.

***Ongoing and future acquisitions by us may create additional risks.***

We regularly consider possible acquisitions of single vessels, vessel fleets and businesses, and, as of October 31, 2023, we have entered into contracts for the acquisition of three additional vessels that are scheduled

to close by December 31, 2023, although due to supply chain constraints such deliveries could extend into early 2024. The success of this strategy is dependent upon our ability to identify appropriate acquisition targets, negotiate transactions on favorable terms, finance transactions, complete transactions and successfully integrate them into our existing business. Subject to the terms of our indebtedness, we may finance future acquisitions with cash from operations, additional indebtedness and/or by issuing additional equity or debt securities. Acquisitions can involve a number of special risks and challenges, including, but not limited to:

- diversion of management time and attention from existing business and other business opportunities;
- delays in closing the acquisition due to third-party consents, regulatory approvals or other reasons;
- adverse effects from disclosed or undisclosed matters pertaining to the acquisition;
- loss or termination of employees and the costs associated with the termination or replacement of such employees;
- the assumption of debt, litigation or other liabilities of the acquired business;
- the incurrence of additional debt related to the acquisition;
- costs, expenses and working capital requirements associated with the acquisition;
- dilution of stock ownership of existing stockholders;
- accounting charges for restructuring and related expenses, impairment of goodwill, amortization of intangible assets and stock-based compensation expense; and
- risks associated with reactivation of idle vessels, such as higher than anticipated cost or time, unknown condition, and obsolescence or unavailability of spare parts or components.

Even if we consummate an acquisition, the process of integrating the new acquisition into our operations may result in unforeseen operational difficulties and additional costs, and may adversely affect the effectiveness of internal controls over financial reporting. In addition, valuations supporting our acquisitions and strategic investments could change rapidly and integration may be more costly to accomplish than we expect. Moreover, our management may not be able to effectively manage a substantially larger business or successfully operate a new line of business. Failure to manage these acquisition risks could materially and adversely affect our ability to achieve anticipated levels of utilization, profitability or other benefits from the acquisitions, and ultimately could materially and adversely affect our business, results of operations and financial condition.

***Our contracts with the United States government could be adversely affected by budget cuts or government "shutdowns."***

Our contracts with the United States government depend upon annual funding commitments authorized by Congress. In a period of government budget cuts or other political events, such as a prolonged government shutdown, such contracts might not be re-authorized or might be temporarily suspended, adversely affecting our financial results.

***Our contracts with the United States government might not be renewed or may impose additional requirements.***

We were recently informed that the MSC is conducting a market survey of companies capable of providing services we currently perform pursuant to a ten-year O&M contract scheduled to expire in 2025. If we were replaced as the contractor, our revenue would be impacted as well as our diversification efforts.

Our contracts with the United States government may impose requirements related to climate change, such as requirements that we disclose information about our GHG emissions or that we set and publicize emissions reductions targets for our operations. For example, in November 2022, the Federal Acquisition Regulatory Council proposed a rule under which we would qualify as a "major" contractor with at least $50 million in annual

federal contracts, and thus would be required to disclose our Scope 1 and 2 GHG emissions and our relevant Scope 3 GHG emissions, make annual disclosures aligned with the recommendations of the Task Force on Climate-Related Financial Disclosures, and set science-based emissions reduction targets. See "Business—Government Regulation—Climate Change." Our government contracts may be impacted by regulatory or legislative requirements related to climate change that could increase the cost of our government operations or accelerate obsolescence of vessels we employ for the government.

***Our business involves a number of operational risks that may disrupt our business or adversely affect our financial results, and insurance may be unavailable or inadequate to protect against such risks.***

Our vessels are subject to operating risks, including, but not limited to:

- catastrophic marine disaster;
- adverse weather and sea conditions;
- mechanical failure;
- collisions or allisions;
- oil or other hazardous substance spills;
- navigational errors;
- acts of God; and
- war, terrorism or piracy.

The occurrence of any of the enumerated events, or other similar events, may result in vessel damage, vessel loss, personnel injury or death, or environmental contamination. The occurrence of any such event could expose us to liability or costs.

Affected vessels may also be removed from service and thus be unavailable for income-generating activity.

Additionally, certain of our protection and indemnity insurance is provided by various mutual protection and indemnity associations. As associations, they rely on member premiums, investment reserves and income, and reinsurance to manage liability risks on behalf of their members. Increased investment losses, underwriting losses or reinsurance costs could cause domestic or international marine insurance associations to substantially raise the cost of premiums, resulting not only in higher premium costs, but also higher levels of deductibles. Increases in our premiums or deductible levels could adversely affect our operating costs.

While we believe that our insurance coverage is adequate and insures against risks that are customary in the industry, we may be unable to renew such coverage in the future at commercially reasonable rates. Moreover, existing or future coverage may not be sufficient to cover claims that may arise, and we do not maintain insurance for loss of income resulting from a marine casualty.

***Operations in offshore waters have inherent and historically higher risk than onshore activities, and our operations could be affected by third-party actions.***

Offshore operations are subject to a variety of operating risks specific to the marine environment, such as perils of the sea and marine casualty events that such perils can cause or contribute to, including capsizing, collisions and damage or loss from adverse weather conditions. In addition to being vulnerable to the risks associated with operating offshore, we may also be affected by actions of third-parties. For example, a third-party marine vessel may damage or destroy our assets or an accident caused by a third-party marine vessel may cause us to be subject to remediation and other costs resulting from releases of hazardous materials and other environmental and natural resource damages. In addition to utilization loss of our vessels and increased costs, these hazards could cause serious injuries, fatalities, contamination or property damage for which we could be held responsible.

Further, the offshore oil and gas and alternative energy industries are subject to unforeseen occurrences or catastrophic events such as hurricanes, fires, explosions, collisions involving marine vessels and oil spills. Such catastrophic events could negatively affect the industry as a whole, which could have a material adverse effect on our business and on our financial position, results of operations and cash flows.

***Our operations may be materially adversely affected by tropical storms and hurricanes.***

Tropical storms, hurricanes and the threat of tropical storms and hurricanes often result in the shutdown of operations in coastal regions, including the GoM, as well as operations within the path and the projected path of the tropical storms or hurricanes. The Atlantic hurricane season is June through November. In addition, climate change could result in an increase in the frequency and severity of tropical storms, hurricanes or other extreme weather events. In the future, during a tropical storm or hurricane, we may be unable to operate in the area of the storm. Additionally, tropical storms or hurricanes may cause evacuation of personnel, reduce the areas in which, or the number of days during which, our customers would contract for our vessels in general and cause damage to our vessels and other equipment, which may result in suspension of certain operations. The shutdowns, related evacuations and damage can create unpredictability in activity and utilization rates, as well as delays and cost overruns, which could have a material adverse effect on our business, financial condition and results of operations.

***Cybersecurity attacks may result in potential liability or reputational damage or otherwise adversely affect our business.***

Many of our business and operational processes are heavily dependent on traditional and emerging technology systems, some of which are managed by us and some of which are managed by third-party service and equipment providers, to conduct day-to-day operations, improve safety and efficiency and lower costs. We use computerized systems to help run our financial and operations functions, including the processing of payment transactions, store confidential records and conduct vessel operations, which may subject our business to increased risks. If any of our financial, operational or other technology systems fail or have other significant shortcomings, our financial results could be adversely affected. Our financial results could also be adversely affected if an employee or other third party causes our operational systems to fail, either as a result of inadvertent error or by deliberately tampering with or manipulating our operational systems. In addition, dependence upon automated systems, including those on board our vessels, may further increase the risk of operational system flaws, and employee or other tampering or manipulation of those systems will result in losses that are difficult to detect.

Cybersecurity incidents are increasing in frequency and magnitude across all business types. We have experienced attempted cybersecurity attacks but have not suffered any material adverse effect to our business and operations as a result of such attempts. We have implemented security measures, internal controls and testing that are designed to detect and protect against cyberattacks. The Company regularly updates and reviews its testing protocols, however, no security measure is infallible. Despite these measures and any additional measures we may implement or adopt in the future, our facilities, vessels and systems, and those of our third-party service providers, have been and are vulnerable to security breaches, computer viruses, lost or misplaced data, programming errors, scams, burglary, human errors, misdirected wire transfers, and other adverse events, including threats to our critical operations technologies and process control networks. The increased number of employees relying on remote access to our information systems since the COVID-19 pandemic increases our exposure to potential cybersecurity breaches. Third-party systems on which we rely could also suffer such attacks or operational system failures. Any of these occurrences could result in material harm to our business, including ransom payments, significant remediation and cybersecurity protection costs, loss of customer or employee data, loss of intellectual property or proprietary information, litigation and legal risks, including regulatory actions, potential liability, reputational damage, or damage to the company’s competitiveness, stock price and long-term shareholder value, or otherwise have an adverse effect on our business, operations and financial results.

In addition, laws and regulations governing data privacy and the unauthorized disclosure of confidential or protected information and recent legislation in certain U.S. states, pose increasingly complex compliance challenges and potentially elevate costs, and any failure to comply with these laws and regulations could result in significant penalties and legal liability.

***Our operations in international markets and shipyard activities in foreign shipyards subjects us to risks inherent in conducting business internationally.***

We derive a portion of our revenues from foreign sources. In addition, certain of our shipyard repair and procurement activities are being conducted with foreign vendors. We therefore face risks inherent in conducting business internationally, such as legal and governmental regulatory requirements, potential vessel detentions, seizures or nationalization of assets, import-export quotas or other trade barriers, difficulties in collecting accounts receivable and longer collection periods, political and economic instability, kidnapping of or assault on personnel, piracy, adverse tax consequences, difficulties and costs of staffing international operations and language and cultural differences. We do not hedge against foreign currency risk. While we endeavor to contract in U.S. dollars when operating internationally, some contracts may be denominated in a foreign currency, which would result in a foreign currency exposure risk. We also face risks related to administrative or other legal changes in foreign cabotage laws, or other legal or administrative changes that adversely impact planned or expected offshore energy development. For instance, in 2023, maritime regulators in Mexico implemented new approaches in their oversight of Navieras that historically have permissible levels of non-Mexican ownership, such as ours. As a result, we took legal action in Mexico to preserve our cabotage privileges there. While a stay has been issued and we plan to prosecute our claim seeking permanent reinstatement of our Mexican cabotage privileges, we nevertheless elected to move most of our Mexican-flagged vessels into various non-Mexican international markets utilizing our highly-skilled Mexican mariners and shore-based employees, which we believe will result in a temporary reduction of revenue for some of those vessels. All of these risks associated with our international operations are beyond our control and difficult to insure against. We cannot predict the nature and the likelihood of any such events. If such an event should occur, however, it could have a material adverse effect on our financial condition and results of operations.

***Our employees are covered by federal laws that may subject us tojob-related claims in addition to those provided by state laws.***

Provisions of the Jones Act, the Death on the High Seas Act and general maritime law cover certain of our employees. These laws preempt state workers' compensation laws and permit employees and their representatives to pursue actions against employers for job-related tort claims in federal courts. Because we are generally not protected by the damage limits imposed by state workers' compensation statutes for these types of claims, we may be exposed to higher damage awards for these types of claims.

***We are susceptible to unexpected increases in operating expenses such as crew wages, materials and supplies, maintenance and repairs and insurance costs.***

Many of our operating costs, such as crew wages, materials and supplies, maintenance and repairs, and insurance costs are unpredictable and vary based on events beyond our control. Our profitability will vary based on fluctuations in operating costs. If our operating costs increase, we may not be able to recover such costs from customers. Such an increase in operating costs could adversely affect our financial results.

***We may be unable to collect amounts owed to us by customers.***

We typically grant customers credit on a short-term basis. Because we do not typically collect collateralized receivables from customers, we are subject to credit risk on the credit we extend. We estimate uncollectible accounts in our financial statements based on historical losses, current economic conditions, and individual customer evaluations. However, our estimates may not be accurate and the receivables due from customers as reflected in our financial statements may not be collectible.

***Our business may be subject to risks related to climate change, including physical risks such as increased adverse weather patterns and transition risks such as evolving climate change regulation, alternative fuel measures and/or mandates, shifting consumer preferences, technological advances and negative shifts in market perception towards the oil and natural gas industry and associated businesses, any of which could result in increased operating expenses and capital costs or decreased resources and adversely affect our financial results.***

One of the asserted long-term physical effects of climate change may be an increase in the severity and frequency of adverse weather conditions, such as hurricanes, which may increase our insurance costs or risk retention, limit insurance availability or reduce the areas in which, or the number of days during which, our customers would contract for our vessels in general and in the U.S. GoM in particular. Such conditions could also cause damage to our assets. Any of these impacts, individually or in the aggregate, could materially and adversely affect our business, financial conditions, and results of operations. We are currently unable to predict the manner or extent of any such effect. Our ability to mitigate the adverse physical impacts of climate change depends in part upon our disaster preparedness and response and business continuity planning.

Combating the effects of climate change continues to attract considerable attention in the United States and internationally, including from regulators, legislators, companies in a variety of industries, financial market participants and other stakeholders. This focus, together with government grants, incentives and subsidies focused on alternative energy development, such as those contained in the IRA 2022, and changes in consumer and industrial/commercial behavior, preferences and attitudes with respect to the generation and consumption of energy, petroleum products and the use of products manufactured with, or powered by, petroleum products, may in the long-term result in (i) the enactment of additional climate change-related regulations, policies and initiatives (at the government, regulator, corporate and/or investor community levels), including alternative energy requirements, new fuel consumption standards, energy conservation and emissions reductions measures and responsible energy development, (ii) technological advances with respect to the generation, transmission, storage and consumption of energy (e.g., wind, solar and hydrogen power, smart grid technology and battery technology, and increasing efficiency) and (iii) increased availability of, and increased consumer and industrial/commercial demand for, alternative energy sources and products manufactured with, or powered by, alternative energy sources (e.g., electric vehicles and renewable residential and commercial power supplies).

Climate change legislation and regulatory initiatives may arise from a variety of sources, including international, national, regional and state levels of government and associated administrative bodies, seeking to monitor, restrict or regulate existing emissions of GHGs, such as carbon dioxide and methane, as well as to restrict or eliminate future emissions. Restrictions on GHG emissions that may be imposed, or the adoption and implementation of regulations that require reporting of GHG emissions or other climate-related information or otherwise seek to limit GHG emissions (including carbon pricing schemes) from ourselves or our customers, could adversely affect our business and the oil and gas industry. Accordingly, our business and operations, and those of our customers, are subject to executive, regulatory, political and financial risks associated with marine transportation, petroleum products and the emission of GHGs. Any legislation or regulatory programs related to climate change could increase our costs and require substantial capital, compliance, operating and maintenance costs, reduce demand for petroleum and related marine transportation services, reduce our access to financial markets, and create greater potential for governmental investigations or litigation. For example, the adoption of legislation or regulatory programs to reduce GHG emissions could require us or our customers to incur increased operating costs or acquire emissions allowances or to comply with new regulatory requirements. Such regulatory initiatives could also stimulate demand for alternative forms of energy that do not rely on petroleum products and indirectly reduce demand for our services. Further, the SEC issued a proposed rule in March 2022 that would mandate extensive disclosure of climate-related data, risks, and opportunities, including financial impacts, physical and transition risks, related governance and strategy, and GHG emissions, for certain public companies. While the final rule has not been released, we cannot predict the costs of implementation or any potential adverse impacts resulting from the rulemaking. To the extent this rulemaking is finalized as proposed, we could incur increased costs relating to the assessment and disclosure of climate-related risks, and we cannot predict how any

information disclosed under the rule may be used by financial institutions or investors. We may face increased litigation risks, or limits or restrictions on our access to capital, related to disclosures made pursuant to the rule if finalized as proposed.

Fuel conservation measures, alternative fuel requirements, increasing consumer demand for alternatives to oil and natural gas, technological advances in fuel economy and energy generation devices, and the increased competitiveness of and technological advances with respect to alternative energy sources (such as electric vehicles, wind, solar, geothermal, tidal, fuel cells and biofuels) could reduce demand for oil and natural gas and therefore indirectly negatively impact our revenues. Furthermore, as our competitors use or develop new technological advances designed to reduce their impacts on the environment or climate change, such as the use of alternative fuels for marine vessels, we may be placed at a competitive disadvantage or may be forced by competitive pressures to implement new technologies at substantial costs. We may not be able to respond to these competitive pressures or implement new technologies on a timely basis or at an acceptable cost. If one or more of the technologies we use now or in the future were to become obsolete, our business, financial condition or results of operations could be materially and adversely affected.

Additionally, certain segments of the investor community have recently expressed negative sentiment towards investing in the oil and natural gas industry and associated businesses. Climate change-related developments in particular may result in negative perceptions of the traditional oil and gas industry and, in turn, reputational risks involving business activities associated with petroleum product exploration and production. There have been efforts in recent years, for example, to influence the investment community, including investment advisors, insurance companies, and certain sovereign wealth, pension and endowment funds and other groups, by promoting divestment of fossil fuel equities and pressuring lenders to limit funding and insurance underwriters to limit coverages to companies engaged in the extraction of fossil fuel reserves. Financial institutions may elect in the future to shift some or all of their investment into non-fossil fuel related sectors. Some investors, including certain pension funds, university endowments and family foundations, have stated policies to reduce or eliminate their investments in the oil and natural gas sector based on social and environmental considerations. Institutional lenders who provide financing to companies associated with the oil and gas industry have also become more attentive to sustainable lending practices, and some may elect not to provide traditional energy producers or companies that support such producers with funding. Such developments could ultimately result in reduced demand for our services or reduce our access to, and increase the cost of, debt or capital.

Any legislation, regulatory programs, technological advances or social pressures related to climate change could increase our or our customers' operating and compliance costs, reduce demand for our services, and, together with negative investor sentiment, may have a material adverse effect on our business, financial condition, results of operations and cash flows. For further discussion, please see "Business—Government Regulation—Climate Change."

***Increased scrutiny and changing stakeholder expectations with respect to ESG matters may impact our business and expose us to additional risks.***

In recent years, companies across all industries are facing increasing scrutiny from stakeholders related to their ESG and sustainability practices. A number of advocacy groups, both domestically and internationally, have engaged in activism campaigns centered around increasing attention and demands for governmental and private sector action related to climate change and promoting the use of substitutes to fossil fuel products. Further, failure or a perception (whether or not valid) of failure to implement our ESG strategy or achieve sustainability goals and targets we have set, could damage our reputation, causing our investors or other stakeholders to lose confidence in the Company, and negatively impact our operations. There can be no assurance that we will be able to accomplish any announced goals, targets initiatives, commitments or objectives related to our ESG strategy, as statements regarding the same reflect our current plans and aspirations and are not guarantees that we will be able to achieve them within the timelines we announce, or at all. In certain circumstances, we could determine in our

discretion that it is not feasible or practical to implement or complete certain of our ESG goals, targets, initiatives, policies or procedures based on cost, timing or other considerations. Our continuing efforts to research, establish, accomplish and accurately report on the implementation of our ESG strategy, including any ESG goals, may also create additional operational risks and expenses and expose us to reputational, legal and other risks. Moreover, while we may create and publish voluntary disclosures regarding ESG matters from time to time, some of the statements in those voluntary disclosures may be based on hypothetical expectations and assumptions that may or may not be representative of current or actual risks or events or forecasts of expected risks or events, including the costs associated therewith. Such expectations and assumptions are necessarily uncertain and may be prone to error or subject to misinterpretation given the long timelines involved and the lack of an established single approach to identifying, measuring and reporting on many ESG matters. The occurrence of any of the foregoing could have a material adverse effect on our business and financial condition.

Further, our business and growth opportunities require us to have strong relationships with various key stakeholders, including our investors, employees, suppliers, customers and others. We may face pressures from stakeholders, many of whom are increasingly focused on climate change, to prioritize sustainable energy practices, reduce our carbon footprint and promote sustainability while at the same time remaining a successfully operating business. If we do not successfully manage expectations across these varied stakeholder interests, it could erode our stakeholder trust and thereby affect our brand and reputation. Such erosion of confidence could negatively impact our business through decreased demand and growth opportunities, delays in projects, increased legal action and regulatory oversight, adverse press coverage and other adverse public statements, difficulty hiring and retaining top talent, difficulty obtaining necessary approvals and permits from governments and regulatory agencies on a timely basis and on acceptable terms and difficulty securing investors and access to debt or capital.

In addition, organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to ESG matters. Such ratings are used by some investors to inform their investment decisions and thus unfavorable ESG ratings could have a negative impact on our access to and cost of capital as well as our reputation.

***Supplier capacity constraints or shortages in parts, equipment or materials, supplier production disruptions, supplier quality and sourcing issues or price increases could increase our operating costs, decrease our revenues and adversely impact our operations.***

Our reliance on third-party suppliers, manufacturers and service providers to secure equipment and materials used in our operations exposes us to volatility in the quality, price and availability of such items. During periods of reduced demand, many of these third-party suppliers reduced their inventories of parts and equipment and, in some cases, reduced their production capacity. Moreover, the global supply chain was disrupted by the COVID-19 pandemic, resulting in shortages of, and increased pricing pressures on, among other things, certain materials and labor. Further, the volatility of the price of steel can impact the construction and repair costs of our vessels. If we seek to reactivate stacked vessels, upgrade our active vessels or purchase additional vessels, these reductions and global supply chain constraints could make it more difficult for us to find equipment, materials, parts and labor for our vessels. If an alternative vendor to obtain equipment or parts is unavailable, many of the specialized parts and equipment we utilize are rebuildable, can be found in the aftermarket, or can be substituted with crossover components in a similar time period, or if such options were unavailable or could not be completed in a timely manner, we have a sufficient fleetsize with legacy technology to use component parts from certain vessels to keep our other vessels running. However, there is a risk that the use of one or more of such alternatives could cause a disruption or delay to our routes or operations resulting in an adverse affect on our business. While we believe we maintain a sufficient inventory of spare parts and equipment and have employed highly-trained, internal technical resources, including engineers and repair technicians, capable of maintaining, repairing or rebuilding the specialized machinery and equipment aboard our vessels, there can be no assurance that these measures would be sufficient to avoid an adverse impact on our business during periods of reduced demand or supply chain constraints. A disruption or delay in the deliveries from third-party suppliers, capacity constraints, production disruptions, price increases (including those related to the price of steel, inflation and supply chain disruptions), defects or quality-control issues, recalls or other decreased availability or servicing of parts and

equipment could adversely affect our ability to meet our commitments to customers on a timely basis and adversely impact our operations and revenues by resulting in uncompensated downtime, reduced dayrates, the incurrence of liquidated damages or other penalties or the cancellation or termination of contracts, or increase our operating costs.

***We may be unable to effectively and efficiently manage our fleet as we expand our business, which could have an adverse effect on our business, financial condition and results of operations.***

We have expanded, and plan to continue to expand, the size, scope and nature of our business through mergers and acquisitions, resulting in an increase in the breadth of our fleet and service offerings and an expansion of our business geographically, including in traditional oilfield as well as offshore wind, military and other non-oilfield applications. Business expansion places increasing demands on us and/or our fleet. We must anticipate demand well into the future in order to service our extensive customer base. The inability to effectively and efficiently manage our assets to meet the current and future needs of our customers, which may vary widely from what is originally forecast due to a number of factors beyond our control, including periods of difficult market conditions or slowdowns in any of the business sectors or various regions in which we operate, could have an adverse effect on our business, financial condition and results of operations. We could experience any of these conditions at the same time, resulting in a relatively greater impact on our results of operations than they might have on other companies that have more diversified operations.

***Certain of our principal stockholders are involved in other ventures related to the offshore services industry and have the ability to take actions that could conflict with our interests.***

Certain of our directors, including those directors appointed by our principal stockholders or their investment managers or respective affiliates are involved in the offshore services industry through their direct and indirect participation in businesses which are our potential competitors, service providers or customers. Situations may arise in connection with potential acquisitions, investments or contractual disputes where the other interests of these directors may conflict with our interests. Although our directors with conflicts of interest will be subject to and expected to follow the procedures set out in applicable legislation, regulations, rules and policies, any conflicts of interest may not be resolved in favor of our interests. Additionally, the involvement of our directors with other business ventures may require their time and attention be shared with their other business ventures.

Our principal stockholders may also have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, could enhance their equity investment, even though such transactions might involve risks to our other investors and lenders. In addition, our principal stockholders and their investment managers and respective affiliates are in the business of making investments in companies and may, from time to time, acquire interests in businesses that directly or indirectly compete with our business, as well as businesses that are significant existing or potential customers or service providers. Our principal stockholders or their investment managers or respective affiliates may also seek to acquire businesses and/or assets that we seek to acquire and, as a result, these acquisition opportunities may not be available to us or may be more expensive for us to pursue.

**Risks Relating to Legal, Regulatory, Accounting and Tax Matters**

***We may be unable to maintain an effective system of disclosure controls and procedures or internal control over financial reporting and produce timely and accurate financial statements or comply with applicable regulations.***

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), and, if approved for listing, the rules and regulations and the listing standards of NYSE.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we will file with the SEC is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Exchange Act

is accumulated and communicated to our principal executive and financial officers. We are also continuing to improve our internal control over financial reporting. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, we have expended, and anticipate that we will continue to expend, significant resources, including accounting-related costs and significant management oversight.

We may discover weaknesses in our disclosure controls and procedures and internal control over financial reporting in the future. Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement could harm our operating results or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting also could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that we will eventually be required to include in our periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could cause delays in our ability to comply with public company reporting requirements (including under the Exchange Act or stock exchange rules) and could also cause investors to lose confidence in our reported financial and other information, which could have a negative effect on the trading price of our common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the NYSE. We are not currently required to comply with the SEC rules that implement Section 404 of the Sarbanes-Oxley Act and are therefore not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. As a public company, we will be required to provide an annual management report on the effectiveness of our internal control over financial reporting commencing with our second annual report.

Our independent registered public accounting firm is not currently required to formally attest to the effectiveness of our internal control over financial reporting. Once such reporting becomes required, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal control over financial reporting is documented, designed or operating. Any failure to maintain effective disclosure controls and internal control over financial reporting could have a material adverse effect on our business and operating results and could cause a decline in the price of our common stock.

***We and our directors and executive officers may be subject to litigation for a variety of claims, which could harm our reputation and adversely affect our business, results of operations and financial condition.***

In the ordinary course of business, we have in the past and may in the future be involved in and subject to litigation for a variety of claims or disputes and receive regulatory inquiries. These claims, lawsuits and proceedings could include labor and employment, wage and hour, commercial, regulatory, antitrust, alleged securities law violations or other investor claims, environmental damage, claims that our employees have wrongfully disclosed or we have wrongfully used proprietary information of our employees' former employers and other matters. Claims under any such litigation may be material or may be indeterminate. The number and significance of these potential claims and disputes may increase as our business expands. Further, our general liability insurance may not cover all potential claims made against us or be sufficient to indemnify us for all liability that may be imposed. Any claim against us, regardless of its merit, could be costly, divert management's attention and operational resources, and harm our reputation.

Our directors and executive officers may also be subject to litigation. The limitation of liability and indemnification provisions that are included in our amended and restated certificate of incorporation, our amended and restated bylaws and indemnification agreements that we have entered into with our directors and executive officers provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law and may discourage stockholders from bringing a lawsuit against our directors and executive officers for breach of their fiduciary duties. Such provisions may also reduce the likelihood of derivative

litigation against our directors and executive officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be harmed to the extent that we pay the costs of settlement and damage awards against our directors and executive officers as required by these indemnification provisions. We have obtained insurance policies under which, subject to the limitations of the policies, coverage is provided to our directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to securities matters, and to us with respect to payments that may be made by us to these directors and executive officers pursuant to our indemnification obligations or otherwise as a matter of law. These insurance policies may not cover all potential claims made against our directors and executive officers, may not be available to us in the future at a reasonable rate and may not be adequate to indemnify us for all liability that may be imposed.

As litigation is inherently unpredictable, we cannot assure you that any potential claims or disputes will not harm our business, results of operations and financial condition.

***We do not own the Hornbeck Brands but may use the Hornbeck Brands pursuant to the terms of a license granted by HFR, and our business may be materially harmed if we breach our license agreement or it is terminated.***

Pursuant to the Third Amended and Restated Trade Name and Trademark License Agreement, dated September 4, 2020 (the "License Agreement") between our subsidiary Hornbeck Offshore Operators, LLC ("HOO") and HFR, LLC ("HFR"), we have an exclusive license to use the various Hornbeck trade names and trademarks provided in the License Agreement, which include "Hornbeck," "Hornbeck Offshore," "Hornbeck Offshore Services," "HOS," "HOSMAX," "HOSS" and our current horse head logos (the "Hornbeck Brands"). The License Agreement will remain in force and effect for as long as HOO uses the Hornbeck Brands in accordance with the terms of the License Agreement.

The license to the Hornbeck Brands granted to us under the License Agreement will terminate five years after our initial public offering, and there is no guarantee that we will be able to enter into or replace it with a new license agreement on commercially reasonable terms or terms that are substantially similar to the terms in the License Agreement. In addition, the License Agreement may be terminated by HFR in its entirety under certain circumstances, including if Todd Hornbeck ceases to hold the offices of Chairman, President and CEO of HOO or Hornbeck Offshore Services, Inc. with or without cause. Termination of the License Agreement would eliminate our rights to use the Hornbeck Brands and may result in our having to negotiate a new agreement with less favorable terms or change our corporate name and undergo other significant rebranding efforts. Loss of the rights to use the Hornbeck Brands could disrupt our recognition in the marketplace, damage any goodwill we may have generated, and otherwise have a material adverse effect on us. These rebranding efforts may require significant resources and expenses and may affect our ability to attract and retain customers, all of which may have a material adverse effect on our business, contracts, financial condition, operating results, liquidity and prospects.

Our success also depends in part upon successful prosecution, maintenance, enforcement and protection of our owned and licensed intellectual property, including the Hornbeck Brands that we license from HFR. Under the License Agreement, we are obligated to take actions to obtain, maintain, enforce and protect the Hornbeck Brands. Should we fail to maintain, enforce or protect the Hornbeck Brands or other intellectual property, we could be materially harmed.

***Defending against intellectual property claims could adversely affect our business.***

We may from time to time face allegations that we are infringing, misappropriating or otherwise violating the intellectual property rights of third parties, including the intellectual property rights of our competitors. We may be unaware of the intellectual property rights that others may claim cover some or all of our technology or services. Irrespective of the validity of any such claims, we could incur significant costs and diversion of

resources in defending against them, and there is no guarantee any such defense would be successful, which could have a material adverse effect on our business, contracts, financial condition, operating results, liquidity and prospects.

Even if these matters do not result in litigation or are resolved in our favor or without significant cash settlements, these matters, and the time and resources necessary to litigate or resolve them, could divert the time and resources of our management team and harm our business, our operating results and our reputation.

***Subjective estimates and judgments used by management in the preparation of our financial statements, including estimates and judgments that may be required by new or changed accounting standards, may impact our financial condition and results of operations.***

The preparation of financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses. Due to the inherent uncertainty in making estimates, results reported in future periods may be affected by changes in estimates reflected in our financial statements for earlier periods. Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. From time to time, there may be changes in the financial accounting and reporting standards that govern the preparation of our financial statements. These changes can materially impact how we record and report our financial condition and results of operations. In some instances, we could be required to apply a new or revised standard retrospectively. If the estimates and judgments we use in preparing our financial statements are subsequently found to be incorrect or if we are required to restate prior financial statements, our financial condition or results of operations could be significantly affected.

***Changes in tax laws could adversely affect our business, financial condition and results of operations.***

Changes in tax laws in any of the multiple jurisdictions in which we operate, or adverse outcomes from tax audits that we may be subject to in any such jurisdiction, could result in an unfavorable change in our effective tax rate, which could adversely affect our business, financial condition and operating results. In particular, in the United States, the recently enacted IRA 2022 introduced, among other changes, a 15% corporate minimum tax on certain United States corporations and a 1% excise tax on certain stock redemptions by publicly traded United States corporations. We do not currently expect that the 15% corporate minimum tax would have an effect on our overall effective tax rate. However, we are currently unable to predict the ultimate impact of the IRA 2022 or any further changes in U.S. tax law on our business, financial condition and operating results. In addition, tax laws are dynamic and subject to change as new laws are passed and new interpretations of the law are issued or applied. For example, the Biden administration has proposed several tax increases, including raising the U.S. corporate income tax rate from 21% to 28%.

Further, we operate in a number of jurisdictions, which contributes to the volatility of our effective tax rate. Changes in tax laws or the interpretation of tax laws in the jurisdictions in which we operate may affect our effective tax rate. For example, a number of countries, as well as organizations such as the Organization for Economic Cooperation and Development, support a global minimum tax initiative. Such countries and organizations are also actively considering changes to existing tax laws or have proposed new tax laws that could increase our tax obligations. In addition, we are required under GAAP to place valuation allowances against our NOL carryforwards and other deferred tax assets in certain tax jurisdictions. These valuation allowances result from analysis of positive and negative evidence supporting the realization of tax benefits. Negative evidence includes a cumulative history of pre-tax operating losses in specific tax jurisdictions. Changes in valuation allowances have historically resulted in material fluctuations in our effective tax rate. Economic conditions or changes in tax laws may dictate the continued imposition of current valuation allowances and, potentially, the establishment of new valuation allowances. While significant valuation allowances remain, our effective tax rate will likely continue to experience significant fluctuations. Furthermore, certain foreign jurisdictions may take actions to delay our ability to collect value-added tax refunds.

***Our ability to utilize our NOL carryforwards may be limited.***

As of December 31, 2022, we had deferred tax assets related to U.S. federal NOL carryforwards of approximately $55.5 million and state NOL carryforwards of approximately $5.4 million. Our ability to utilize our U.S. federal and state NOL carryforwards depends on many factors, including our future income, which cannot be assured. Section 382 of the Internal Revenue Code of 1986, as amended (the "Code") generally imposes an annual limitation on the amount of NOLs that may be used to offset taxable income when a corporation has undergone an "ownership change" (as determined under Section 382 of the Code). An ownership change generally occurs if one or more stockholders (or groups of stockholders) who are each deemed to own at least 5% of such corporation's stock increase their aggregate ownership by more than 50 percentage points over their lowest ownership percentage within a rolling three-year period. In the event that an ownership change occurs, utilization of the relevant corporation's NOLs would be subject to an annual limitation under Section 382 of the Code, generally determined, subject to certain adjustments, by multiplying (i) the fair market value of the corporation's equity at the time of the ownership change by (ii) the highest percentage approximately equivalent to the yield on long-term tax-exempt bonds for any month in the three-calendar month period ending with the calendar month in which the ownership change occurs. Any unused annual limitation may be carried over to later years. A portion of our NOLs is already limited under Section 382 of the Code as a result of an ownership change that occurred in connection with our emergence from Chapter 11 bankruptcy on September 4, 2020. Future changes in our stock ownership, which may be outside of our control, may trigger an additional ownership change and, consequently, additional limitations under Section 382 of the Code. Any such limitations on our ability to use our NOL carryforwards to offset future taxable income could adversely affect our future cash flows. Many states have similar laws, in addition to laws that suspend, reduce or eliminate the ability to carry losses forward. Accordingly, our state NOLs totaling $72.4 million may be carried forward indefinitely, but the deductibility of such state NOLs may be limited to the lesser of 72% of the current year taxable income or the available NOL carryforward for returns filed on or after July 1, 2015.

***We are subject to various anti-corruption laws and regulations and laws and regulations relating to economic sanctions. Violations of these laws and regulations could have a material adverse effect on our business, financial condition and results of operations.***

We are subject to various anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the United Nations Convention Against Corruption and the Brazil Clean Company Act. These laws generally prohibit companies and their intermediaries from engaging in bribery or making other improper payments of cash (or anything else of value) to government officials and other persons in order to obtain or retain business or to obtain an improper business benefit. Our business operations also must be conducted in compliance with applicable economic sanctions laws and regulations, including rules administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council, and other relevant authorities.

We strive to conduct our business activities in compliance with relevant anti-corruption laws and regulations, and we have adopted proactive procedures to promote such compliance. While we are not aware of issues of historical noncompliance, full compliance cannot be guaranteed. Violations of anti-corruption laws and regulations, or even allegations of such violations, could result in civil or criminal penalties or other fines or sanctions, including prohibition of our participating in or curtailment of business operations in those jurisdictions and the seizure of vessels or other assets, which could have a material adverse effect on our business, financial condition and results of operation. Moreover, we may be held liable for actions taken by local partners or agents in violation of applicable anti-bribery laws, even though these partners or agents may themselves not be subject to such laws. Further, changes to the applicable laws and regulations, and/or significant business growth, may result in the need for increased compliance-related resources and costs.

***Our Creditor Warrants are accounted for as liabilities and changes in the value of these warrants could have a material effect on our financial results.***

Our Creditor Warrants (warrants entitling holders to purchase common stock at a strike price set at an enterprise value of $621.2 million, or $27.83 per share (subject to adjustment)), were issued upon the Company's emergence from Chapter 11 bankruptcy on the effective date of the Plan. ASC 815-40 provides for the remeasurement of the fair value of such derivatives at each balance sheet date, with a resulting non-cash gain or loss related to the change in the fair value being recognized in the consolidated statements of operations. As a result of the recurring fair value measurement, our financial statements and results of operations may fluctuate quarterly based on factors which are outside of our control. Due to the recurring fair value measurement, we expect that we will recognize non-cash gains or losses on the Creditor Warrants each reporting period and that the amount of such gains or losses could be material. See Note 11 to our Annual Financial Statements and Note 7 to our Quarterly Financial Statements included elsewhere in this prospectus for additional information about the Creditor Warrants.

**Risks Relating to Our Indebtedness**

***Our indebtedness could materially adversely affect our financial condition.***

We have a significant amount of indebtedness. As of September 30, 2023, our total indebtedness was approximately $349.0 million, consisting of outstanding principal amount of Exit Second Lien Term Loans under the Second Lien Credit Agreement (as defined herein).

Our substantial indebtedness could have important consequences, including the following:

- making it more difficult for us to satisfy our other obligations;
- limiting our ability to obtain additional financing to fund future working capital, capital expenditures, acquisitions or other general corporate requirements;
- requiring us to dedicate a substantial portion of our cash flows 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;
- 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, the Second Lien Credit Agreement contains restrictive covenants that 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 and/or the exercise of other remedies by the lenders and other secured parties thereunder. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

***We may not be able to generate sufficient cash to service all of our indebtedness or repay such indebtedness when due and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.***

Our ability to make scheduled payments on or refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic and competitive conditions and to financial, business, legislative, regulatory and other factors, some of which are beyond our control. We cannot be sure that our business will generate sufficient cash flows from operating activities, or that future borrowings will be available, to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance our indebtedness. The loans under the Second Lien Credit Agreement mature in March 2026. We may not be able to implement any such alternative measures, if necessary, on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. The Second Lien Credit Agreement restricts our ability to dispose of assets and use the proceeds from those dispositions and may also restrict our ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations then due. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt Agreements."

Our inability to generate sufficient cash flows to satisfy our debt obligations, or to refinance our indebtedness on commercially reasonable terms or at all, would have a material adverse effect on our financial condition and results of operations.

If we cannot make scheduled payments on our debt, we will be in default, and the lenders under the Second Lien Credit Agreement could accelerate our debt and/or exercise other remedies and we could be forced into bankruptcy or liquidation.

***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 to our financial condition described herein.***

We and our subsidiaries may be able to incur significant additional indebtedness in the future. Although the Second Lien Credit Agreement contains 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. For instance, under the Second Lien Credit Agreement, we are permitted to incur up to $75 million of first lien debt, without consent from the lenders under the Second Lien Credit Agreement. These restrictions on the incurrence of additional indebtedness also will not prevent us from incurring obligations that do not constitute indebtedness, such as the remaining $53.8 million commitment under the MPSV construction contracts.

***The terms of the Second Lien Credit Agreement restrict our current and future operations, including our ability to respond to changes or to take certain actions.***

The Second Lien Credit Agreement contains a number of restrictive covenants that impose significant operating and financial restrictions on us and may limit our ability to engage in acts that may be in our long-term best interest. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt Agreements." The restrictive covenants under the Second Lien Credit Agreement include restrictions on our ability to:

- incur additional indebtedness and guarantee indebtedness;
- pay dividends or make other distributions or repurchase or redeem our capital stock;
- prepay, redeem or repurchase subordinated debt;
- issue certain preferred stock or similar equity securities;
- make loans and investments;
- sell or otherwise dispose of assets or property, except in certain circumstances;
- create or incur liens;
- enter into transactions with affiliates;

- enter into agreements restricting our subsidiaries' ability to pay dividends, to enter into and perform certain intercompany debt transactions and to transfer assets to us or other subsidiaries;
- permit the sum of our and our subsidiaries' unrestricted cash and cash equivalents, determined in accordance with GAAP (including any cash and cash equivalents held in an account subject to a control agreement in favor of the secured parties under the Second Lien Credit Agreement and any unused commitments available to be borrowed under any permitted debt facility) to be less than $25 million as of the last day of any fiscal quarter; and
- make fundamental changes in our business, corporate structure or capital structure, including, among other things, entering into mergers, acquisitions, consolidations and other business combinations.

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.

A breach of the covenants or restrictions under the Second Lien Credit Agreement could result in a default or an event of default. Such a default may allow the creditors to accelerate the related debt and/or exercise other remedies and may result in the acceleration of any other debt to which a cross-acceleration or cross-default provision applies. In exacerbated or prolonged circumstances, one or more of these events could result in our bankruptcy or liquidation.

**Risks Related to this Offering and Ownership of Our Common Stock**

***No market currently exists for our common stock, and an active, liquid trading market for our common stock may not develop, which may cause shares of our common stock to trade at a discount from the initial offering price and make it difficult to sell the shares of common stock you purchase.***

Prior to this offering, there has not been a public trading market for shares of our common stock. We cannot predict the extent to which investor interest in us will lead to the development of a trading market or how active and liquid that market may become. If an active and liquid trading market does not develop or continue, you may have difficulty selling your shares of our common stock at an attractive price or at all. The initial public offering price per share of common stock will be determined by negotiations between us and the underwriters, and may not be indicative of the price at which shares of our common stock will trade in the public market after this offering. The market price of our common stock may decline below the initial offering price and you may not be able to sell your shares of our common stock at or above the price you paid in this offering, or at all.

***You will incur immediate and substantial dilution.***

Prior stockholders have paid substantially less per share of our common stock than the price in this offering. The initial public offering price per share of our common stock will be substantially higher than the as adjusted net tangible book value per share of outstanding common stock prior to completion of this offering. Based on our as adjusted net tangible book value as of September 30, 2023, and upon the issuance and sale of shares of our common stock by us at an initial public offering price of $ per share (which is the midpoint of the estimated offering price range shown on the cover page of this prospectus), if you purchase our common stock in this offering, you will pay more for your shares than the amounts paid by our existing stockholders for their shares and you will suffer immediate dilution of approximately $ per share. Dilution is the amount by which the offering price paid by purchasers of our common stock in this offering will exceed the as adjusted net tangible book value per share of our common stock upon completion of this offering. If the underwriters exercise

their option to purchase additional shares you will experience additional dilution. You may experience additional dilution upon future equity issuances or upon the exercise of our outstanding Jones Act Warrants or Creditor Warrants, exercise of options to purchase our common stock or the settlement of restricted stock units granted to our employees, executive officers and directors under our 2020 Management Incentive Plan or our 2023 Equity Incentive Plan. See "Dilution."

***Our stock price may change significantly following this offering, and you may not be able to resell shares of our common stock at or above the price you paid or at all, and you could lose all or part of your investment as a result.***

We and the underwriters will negotiate to determine the initial public offering price. You may not be able to resell your shares at or above the initial public offering price due to a number of factors such as those listed in "—Risks Relating to Our Business" and the following:

- results of operations that vary from the expectations of securities analysts and investors;
- results of operations that vary from those of our competitors;
- changes in expectations as to our future financial performance, including financial estimates and investment recommendations by securities analysts and investors;
- changes in economic conditions for companies in our industry;
- changes in market valuations of, or earnings and other announcements by, companies in our industry;
- declines in the market prices of stocks generally, particularly those of companies in our industry;
- additions or departures of key management personnel;
- strategic actions by us or our competitors;
- announcements by us, our competitors or our suppliers of significant contracts, price reductions, new products or technologies, acquisitions, joint marketing relationships, joint ventures, other strategic relationships or capital commitments;
- dilution as a result of the exercise of our outstanding Jones Act Warrants or Creditor Warrants;
- changes in preference of our customers;
- changes in general economic or market conditions or trends in our industry or the economy as a whole;
- changes in business or regulatory conditions;
- future sales of our common stock or other securities;
- investor perceptions of or the investment opportunity associated with our common stock relative to other investment alternatives;
- the public's response to press releases or other public announcements by us or third parties, including our filings with the SEC;
- announcements relating to litigation or governmental investigations;
- guidance, if any, that we provide to the public, any changes in this guidance or our failure to meet this guidance;
- the development and sustainability of an active trading market for our stock;
- changes in accounting principles; and
- other events or factors, including those resulting from informational technology system failures and disruptions, natural disasters, war, acts of terrorism, pandemics or responses to these events.

Furthermore, the stock market may experience extreme volatility that, in some cases, may be unrelated or disproportionate to the operating performance of particular companies. These broad market and industry fluctuations may adversely affect the market price of our common stock, regardless of our actual operating performance. In addition, price volatility may be greater if the public float and trading volume of our common stock is low.

In the past, following periods of market volatility, stockholders have instituted securities class action litigation. If we were to become involved in securities litigation, it could have a substantial cost and divert resources and the attention of executive management from our business regardless of the outcome of such litigation.

***Because we have no current plans to pay cash dividends on our common stock, you may not receive any return on investment unless you sell your common stock for a price greater than that which you paid for it.***

We have no current plans to pay cash dividends on our common stock. The declaration, amount and payment of any future dividends on our common stock will be at the sole discretion of our Board of Directors. Our Board of Directors may take into account general and economic conditions, our financial condition and results of operations, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries to us, including restrictions under the Second Lien Credit Agreement, and such other factors as our Board of Directors may deem relevant. See "Dividend Policy."

As a result, you may not receive any return on an investment in our common stock unless you sell our common stock for a price greater than your purchase price.

***Our common stock is subject to restrictions on foreign ownership and possible required divestiture bynon-U.S. Citizen stockholders.***

Hornbeck could lose the privilege of owning and operating vessels in the coastwise trade ifnon-U.S. Citizens were to own or control, in the aggregate, more than 25% of common stock in Hornbeck. Such loss could have a material adverse effect on our results of operations.

Our amended and restated certificate of incorporation and our amended and restated bylaws authorize our board of directors to establish with respect to any class or series of capital stock of Hornbeck certain rules, policies and procedures, including procedures with respect to transfer of shares, to ensure compliance with the Jones Act. In order to provide a reasonable margin for compliance with the Jones Act, our amended and restated certificate of incorporation provides that all non-U.S. Citizens in the aggregate may not own more than 24% of the outstanding shares of our common stock.

As of December 31, 2022, less than 24% of our outstanding common stock was owned bynon-U.S. Citizens. At and during such time that the permitted limit of ownership by non-U.S. Citizens is reached with respect to shares of common stock, Hornbeck will be unable to issue any further shares of common stock or approve transfers of common stock to non-U.S. Citizens. Any purported issuance or transfer of shares of our common stock in violation of these ownership provisions will be ineffective to issue or transfer the common stock or any voting, dividend or other rights associated with them. The existence and enforcement of these requirements could have an adverse impact on the liquidity or market value of our equity securities in the event that U.S. Citizens were unable to transfer Hornbeck shares to non-U.S. Citizens. Furthermore, under certain circumstances, this ownership requirement could discourage, delay or prevent a change of control of Hornbeck.

***If securities analysts do not publish research or reports about our business or if they downgrade our stock or our sector, our stock price and trading volume could decline.***

The trading market for our common stock will rely in part on the research and reports that industry or financial analysts publish about us or our business. We do not control these analysts. Furthermore, if one or more

of the analysts who do cover us downgrade our stock or our industry, or the stock of any of our competitors, or publish inaccurate or unfavorable research about our business, the price of our stock could decline. If one or more of these analysts stop covering us or fail to publish reports on us regularly, we could lose visibility in the market, which in turn could cause our stock price or trading volume to decline.

***We will incur significantly increased costs and become subject to additional regulations and requirements as a result of becoming a public company, and our management will be required to devote substantial time to new compliance matters, which could lower our profits or make it more difficult to run our business.***

As a public company, we will incur significant legal, regulatory, finance, accounting, investor relations and other expenses that we have not incurred as a private company, including costs associated with public company reporting requirements. As a result of having publicly traded common stock, we will also be required to comply with, and incur costs associated with such compliance with, the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, as well as rules and regulations implemented by the SEC and the exchange on which we list our shares. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. We expect these rules and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly. Our management will need to devote a substantial amount of time to ensure that we comply with all of these requirements, diverting the attention of management away from revenue-producing activities. These laws and regulations also could make it more difficult or costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our Board of Directors, our board committees or as our executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

***Failure to comply with requirements to design, implement and maintain effective internal control over financial reporting could have a material adverse effect on our business and stock price.***

As a privately-held company, we were not required to evaluate our internal control over financial reporting in a manner that meets the standards of publicly traded companies required by Section 404(a) of the Sarbanes-Oxley Act, or "Section 404."

As a public company, we will have significant requirements for enhanced financial reporting and internal controls. The process of designing and implementing effective internal controls is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain a system of internal controls that is adequate to satisfy our reporting obligations as a public company. If we are unable to establish or maintain appropriate internal financial reporting controls and procedures, it could cause us to fail to meet our reporting obligations on a timely basis, result in material misstatements in our consolidated financial statements and harm our results of operations. In addition, we will be required, pursuant to Section 404, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting in the second annual report following the completion of this offering. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. The rules governing the standards that must be met for our management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. Testing and maintaining internal controls may divert our management's attention from other matters that are important to our business. In addition, our independent registered public accounting firm will be required to issue an attestation report on the effectiveness of our internal control over financial reporting in the second annual report following the completion of this offering.

In connection with the implementation of the necessary procedures and practices related to internal control over financial reporting, we may identify deficiencies that we may not be able to remediate in time to meet the

deadline imposed by the Sarbanes-Oxley Act for compliance with the requirements of Section 404. In addition, we may encounter problems or delays in completing the remediation of any deficiencies identified by our independent registered public accounting firm in connection with the issuance of their attestation report.

Our testing, or the subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses which could result in a material misstatement of our annual or quarterly consolidated financial statements or disclosures that may not be prevented or detected.

We may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404 or our independent registered public accounting firm may not issue an unqualified opinion. If either we are unable to conclude that we have effective internal control over financial reporting or our independent registered public accounting firm is unable to provide us with an unqualified opinion, investors could lose confidence in our reported financial information, which could have a material adverse effect on the trading price of our common stock.

***Future sales, or the perception of future sales, by us or our existing stockholders in the public market following this offering could cause the market price for our common stock to decline.***

After this offering, the sale of shares of our common stock in the public market, or the perception that such sales could occur, including sales by our existing stockholders and holders of our Jones Act Warrants and Creditor Warrants, could harm the prevailing market price of shares of our common stock. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

Upon completion of this offering, we will have a total of shares of our common stock outstanding ( shares if the underwriters exercise in full their option to purchase additional shares). Additionally, shares of our common stock will be issuable upon the exercise of Jones Act Warrants and shares of our common stock will be issuable upon the exercise of Creditor Warrants, with an exercise price of $0.00001 per share and $27.83 per share, respectively, and shares of our common stock will be issuable upon exercise of outstanding options, at an average weighted exercise price of $10.00, or upon settlement of restricted stock units under the 2020 Management Incentive Plan. Of the outstanding shares, the shares sold in this offering (or shares if the underwriters exercise in full their option to purchase additional shares) will be freely tradable without restriction or further registration under the Securities Act of 1933, as amended (the "Securities Act"), except that any shares held by our affiliates, as that term is defined under Rule 144 of the Securities Act, or Rule 144, including our directors, executive officers and other affiliates (including our principal stockholders), may be sold only in compliance with the limitations described in "Shares Eligible for Future Sale."

The shares of common stock held by our principal stockholders and certain of our directors and executive officers after this offering, representing % of the total outstanding shares of our common stock following this offering, will be "restricted securities" within the meaning of Rule 144 and subject to certain restrictions on resale. Restricted securities may be sold in the public market only if they are registered under the Securities Act or are sold pursuant to an exemption from registration such as Rule 144, as described in "Shares Eligible for Future Sale."

In connection with this offering, we, our directors and executive officers and certain holders of our outstanding common stock prior to this offering, including our principal stockholders, will sign lock-up agreements with the underwriters that will, subject to certain exceptions, restrict the disposition of, or hedging with respect to, the shares of our common stock or securities convertible into or exchangeable for shares of common stock, each held by them for 180 days following the date of this prospectus, except with the prior written consent of J.P. Morgan Securities LLC and Barclays Capital Inc. See "Underwriting" for a description of

these lock-up agreements. J.P. Morgan Securities LLC and Barclays Capital Inc., on behalf of the underwriters, may, in their sole discretion, release all or some portion of the shares subject to the 180-day lock-up agreements prior to the expiration of such period.

Upon the expiration of the lock-up agreements described above, all of such shares (other than shares under the 2020 Management Incentive Plan that are subject to contractual transfer restrictions) will be eligible for resale in a public market, subject, in the case of shares held by our affiliates, to volume, manner of sale and other limitations under Rule 144. We expect that our principal stockholders and their respective affiliates may be considered our affiliates based on their respective expected share ownership (consisting of approximately shares held by funds, investment vehicles or accounts managed or advised by Ares or its affiliates, shares held by Whitebox and shares held by Highbridge), as well as their board designation rights. Certain other of our stockholders may also be considered affiliates at that time.

In addition, pursuant to the Securityholders Agreement (as defined below), stockholders party thereto with greater than or equal to 10% fully diluted beneficial ownership of our common stock (excluding shares issuable pursuant to the Creditor Warrants and the 2020 Management Incentive Plan) will have the right, subject to certain conditions, to require us to register the sale of their shares of our common stock under the Securities Act. See "Certain Relationships and Related Party Transactions—Securityholders Agreement." Stockholders party to the Securityholders Agreement with greater than or equal to 2% fully diluted beneficial ownership (excluding shares issuable pursuant to the Creditor Warrants and the 2020 Management Incentive Plan) will additionally be given the option to join such electing stockholders in requiring us to register the sale of their shares of our common stock under the Securities Act. By exercising their registration rights and selling a large number of shares, such holders (including our principal stockholders) could cause the prevailing market price of our common stock to decline. Certain of our other stockholders will have "piggyback" registration rights with respect to future registered offerings of our common stock. Following completion of this offering, the shares covered by registration rights would represent approximately % of our total common stock outstanding (or % if the underwriters exercise in full their option to purchase additional shares). Registration of any of these outstanding shares of common stock would result in such shares becoming freely tradable without compliance with Rule 144 upon effectiveness of the registration statement. See "Shares Eligible for Future Sale." It is anticipated that existing stockholders, including the principal stockholders, may exercise their registration rights to effect additional public sales of our common stock.

As soon as practicable following this offering, we intend to file one or more registration statements onForm S-8 under the Securities Act to register all shares of our common stock subject to outstanding stock options and subject to issuance upon settlement of restricted stock units the shares of our common stock subject to issuance under our 2020 Management Incentive Plan and our 2023 Equity Incentive Plan to be adopted in connection with this offering. Any such Form S-8 registration statements will automatically become effective upon filing. Accordingly, shares registered under such registration statements will be available for sale in the open market. See "Certain Relationships and Related Party Transactions—Securityholders Agreement." We expect that the initial registration statement on Form S-8 will cover shares of our common stock.

As restrictions on resale end, or if the existing stockholders exercise their registration rights, the market price of our shares of common stock could drop significantly if the holders of these shares sell them or are perceived by the market as intending to sell them. These factors could also make it more difficult for us to raise additional funds through future offerings of our shares of common stock or other securities.

In the future, we may also issue our securities in connection with investments or acquisitions. The amount of shares of our common stock issued in connection with an investment or acquisition could constitute a material portion of our then-outstanding shares of our common stock. Any issuance of additional securities in connection with investments or acquisitions may result in additional dilution to you.

***The exercise of all or any number of outstanding Jones Act Warrants or Creditor Warrants or the issuance or vesting of equity awards may dilute your ownership of shares of common stock.***

Hornbeck has a number of outstanding securities that provide for the right to purchase or receive shares of common stock, including two series of warrants and certain compensatory equity awards.

As of September 30, 2023, Hornbeck had 11.4 million shares of common stock issuable upon the exercise of Jones Act Warrants and 1.6 million shares of common stock issuable upon the exercise of Creditor Warrants, with an exercise price of $0.00001 per share and $27.83 per share, respectively. Investors could be subject to voting dilution upon the exercise of such warrants, each subject to Jones Act-related foreign ownership restrictions. With respect to compensatory equity awards, a total of 2.2 million shares of our common stock have been reserved for issuance under our 2020 Management Incentive Plan as equity-based awards to Hornbeck employees, directors and certain other persons.

The grant or vesting of equity awards, including any that we may grant or assume in the future, whether under our 2020 Management Incentive Plan, our 2023 Equity Incentive Plan to be adopted in connection with this offering, or any other equity plan sponsored by Hornbeck, and the exercise of warrants and the subsequent issuance of shares of common stock, could have an adverse effect on the market for our common stock, including the price that an investor could obtain for their shares of common stock.

***Risk of concentration of stockholder control***

Certain of our stockholders, including our principal stockholders, have significant influence over us as a result of their share ownership. This concentration could lead to conflicts of interest and difficulties for non-insider investors to effect corporate changes, and could adversely affect our Company's share price. Our principal stockholders, collectively, would hold approximately % of our issued and outstanding shares of common stock upon the completion of this offering (giving effect to the exercise of our outstanding Jones Act Warrants and Creditor Warrants) and have the ability to influence all matters submitted to our stockholders for approval (including the election and removal of directors and any merger, consolidation or sale of all or substantially all of our assets). Accordingly, this concentration of ownership may have the effect of delaying, deferring or preventing a change in control of our Company, impeding a merger, consolidation, takeover or other business combination involving us or discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us, which in turn could have a material adverse effect on the market price of our shares. The issuance of stock options and warrants could lead to greater concentration of share ownership among insiders and could lead to dilution of share ownership which could lead to depressed share prices. In addition, our principal stockholders may have different interests than investors in this offering.

***Anti-takeover provisions in our organizational documents could delay or prevent a change of control.***

Certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws may have an anti-takeover effect and may delay, defer or prevent a merger, acquisition, tender offer, takeover attempt, or other change of control transaction that a stockholder might consider in its best interest, including those attempts that might result in a premium over the market price for the shares held by our stockholders.

These provisions will provide for, among other things:

- limitations on the removal of directors;
- establishing advance notice provisions for stockholder proposals and nominations for elections to the board of directors to be acted upon at meetings of stockholders;
- the requirement that the affirmative vote of at least 75% of the voting power of the Fully Diluted Securities (as defined in the Securityholders Agreement), which must include each Appointing Person (as defined in the Securityholders Agreement), to amend, waive, terminate or otherwise modify our amended and restated bylaws or certificate of incorporation; and

- establishing advance notice and certain information requirements for nominations for election to our Board of Directors or for proposing matters that can be acted upon by stockholders at stockholder meetings.

These anti-takeover provisions could make it more difficult for a third party to acquire us, even if the third party's offer may be considered beneficial by many of our stockholders. As a result, our stockholders may be limited in their ability to obtain a premium for their shares in such circumstances. See "Description of Capital Stock and Warrants."

***Our Board of Directors will be authorized to issue and designate shares of our preferred stock without stockholder approval.***

Our amended and restated certificate of incorporation authorizes our Board of Directors, without the approval of our stockholders, to issue shares of our preferred stock, subject to limitations prescribed by applicable law, rules and regulations and the provisions of our amended and restated certificate of incorporation, as shares of preferred stock in series, to establish from time to time the number of shares to be included in each such series and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof. The powers, preferences and rights of these series of preferred stock may be senior to or on parity with our common stock, which may reduce its value.

***Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or agents.***

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by applicable law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or agents to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law (the "DGCL"), our amended and restated certificate of incorporation or our amended and restated bylaws, or (iv) any action asserting a claim against us that is governed by the internal affairs doctrine, in each such case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein. Notwithstanding the foregoing sentence, the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action arising under U.S. federal securities laws, including the Securities Act and the Exchange Act. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and consented to, the provisions of our amended and restated certificate of incorporation described in the preceding sentences. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, employees or agents, which may discourage such lawsuits against us and such persons. Alternatively, if a court were to find these provisions of our amended and restated certificate of incorporation inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

## USE OF PROCEEDS

We estimate that the net proceeds to us from this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, will be approximately $ million (or approximately $ million if the underwriters exercise in full their option to purchase additional shares of common stock from us), assuming an initial public offering price of $ per share (which is the midpoint of the estimated offering price range shown on the cover page of this prospectus).

We intend to use the net proceeds to us from this offering for general corporate purposes.

A $1.00 increase (decrease) in the assumed initial public offering price of $ per share, based on themid-point of the estimated offering price range set forth on the cover page of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. An increase (decrease) of 1,000,000 shares from the expected number of shares to be sold by us in this offering, assuming no change in the assumed initial public offering price per share, the mid-point of the estimated offering price range set forth on the cover page of this prospectus, would increase (decrease) our net proceeds from this offering by $ million. To the extent we raise more proceeds in this offering than currently estimated, we will . To the extent we raise less proceeds in this offering than currently estimated, we will use less proceeds for general corporate purposes.

We will not receive any proceeds from the sale of our common stock by the selling stockholders. We will, however, bear the costs associated with the sale of shares of common stock by the selling stockholders, other than underwriting discounts and commissions. For more information, see “Principal and Selling Stockholders” and “Underwriting.”

## DIVIDEND POLICY

We do not currently anticipate paying any dividends on our common stock immediately following this offering and currently expect to retain all future earnings for use in the operation and expansion of our business. Following this offering and upon repayment of certain outstanding indebtedness, we may reevaluate our dividend policy. The declaration, amount and payment of any future dividends on our common stock will be at the sole discretion of our Board of Directors, which may take into account general and economic conditions, our financial condition and results of operations, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries to us, including restrictions under the Second Lien Credit Agreement, and such other factors as our Board of Directors may deem relevant. If we elect to pay such dividends in the future, we may reduce or discontinue entirely the payment of such dividends at any time.

## CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of September 30, 2023:

- on an actual basis; and
- on an as adjusted basis for this share offering at the assumed initial offering price of $ per share (the midpoint of the estimated offering price range on the cover page of this prospectus), after deducting underwriting discounts, commissions and estimated offering expenses and the application of the net proceeds to us as described in "Use of Proceeds."

You should read the information in this table in conjunction with our Financial Statements and the notes to those Financial Statements appearing in this prospectus, as well as the information under the headings "Use of Proceeds" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

| | As of September 30, 2023 | |
|---|---|---|
| ***(in thousands, except for share amounts)*** | **Actual** | **As Adjusted** |
| Cash and cash equivalents[1] [2] | $146,298 | $ |
| Long-term indebtedness | | |
| Exit Second Lien Term Loans[3] | $349,001 | $ |
| Stockholders' equity: | | |
| Common stock, including paid-in capital: par value $0.00001 per share; 50,000,000 shares authorized; 5,553,834 shares issued and outstanding, actual; shares issued and outstanding, as adjusted[2] | $ — | |
| Additional paid in capital[2] | 209,066 | |
| Retained earnings | 120,841 | |
| Accumulated other comprehensive income | 1,106 | |
| Total stockholders' equity[2] | $331,013 | |
| Total capitalization[2] | $680,014 | $ |

(1) Does not give effect to (i) the expected additional $0.6 million related to post-closing modifications of the sixth vessel from the ECO Acquisitions #1 and (ii) the expected additional $61.2 million for the remaining purchase price on the four remaining vessels and $7.0 million related to the outfitting and discretionary enhancement of the acquired and to-be-acquired vessels from the ECO Acquisitions #2, both of which the Company expects to incur during the fourth quarter of 2023. Also does not give effect to $142.8 million to be incurred in connection with the delivery of the two newbuild program MPSVs and the SOV/flotel conversion.

(2) Each $1.00 increase (decrease) in the assumed initial public offering price of $ per share, based on the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase (decrease), as applicable, cash and cash equivalents, additional paid-in-capital, total stockholders' equity and total capitalization by approximately $ million, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase (decrease) of 1,000,000 shares offered by us from the expected number of shares to be sold by us in this offering, assuming no change in the assumed initial public offering price per share, the midpoint of the estimated offering price range set forth on the cover page of this prospectus, would increase (decrease), as applicable, cash and cash equivalents, additional paid-in capital, total stockholders' equity and total capitalization by approximately $ million, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

(3) As of November 1, 2023, we had approximately $349.0 million outstanding under the Exit Second Lien Term Loans.

## DILUTION

If you invest in our common stock in this offering, your ownership interest in us will be diluted to the extent of the difference between the initial public offering price per share of our common stock and the as adjusted net tangible book value per share of our common stock after this offering. Dilution results from the fact that the per share offering price of the common stock is substantially in excess of the book value per share attributable to the shares of common stock held by existing stockholders.

Our net tangible book value as of September 30, 2023 was approximately $ million, or $ per share of our common stock. We calculate net tangible book value per share by taking the amount of our total tangible assets, reduced by the amount of our total liabilities, and then dividing that amount by the total number of shares of common stock outstanding.

After giving effect to (i) the sale of shares of our common stock in this offering by the Company and the selling stockholders at an initial public offering price of $ per share (the midpoint of the estimated offering price range shown on the cover of this prospectus), after deducting the underwriting discounts and commissions and estimated offering expenses payable by us, and (ii) the application of the net proceeds to us from this offering as set forth under "Use of Proceeds," our as adjusted net tangible book value as of September 30, 2023 would have been $ million, or $ per share of our common stock. This amount represents an immediate increase in net tangible book value of $ per share to existing stockholders and an immediate and substantial dilution in net tangible book value of $ per share to investors purchasing shares in this offering at the initial public offering price.

The following table illustrates this dilution on a per share basis:

| | | |
|---|---|---|
| Initial public offering price per share of common stock (the midpoint of the estimated offering price range shown on the cover page of this prospectus) | $ | $ |
| Net tangible book value per share as of September 30, 2023 | $ | $ |
| Increase in tangible book value per share attributable to investors in this offering | $ | $ |
| As adjusted net tangible book value per share after this offering | $ | $ |
| Dilution per share to investors in this offering | $ | $ |

Dilution is determined by subtracting as adjusted net tangible book value per share of common stock after the offering from the initial public offering price per share of common stock.

If the underwriters exercise in full their option to purchase additional shares from us, the as adjusted net tangible book value per share after giving effect to the offering and the use of proceeds therefrom would be $ per share. This represents an increase in as adjusted net tangible book value of $ per share to existing stockholders and results in dilution in as adjusted net tangible book value of $ per share to investors purchasing shares in this offering at the initial public offering price.

The following table summarizes, as of September 30, 2023, the differences between the number of shares purchased from us, the total consideration paid to us, and the average price per share paid by existing stockholders and by new investors. As the table shows, new investors purchasing shares in this offering will pay an average price per share substantially higher than our existing stockholders paid. The table below is based on an initial public offering price of $ per share for shares purchased in this offering and excludes underwriting discounts and commissions and estimated offering expenses payable by us:

| | Shares Purchased | | Total Consideration | | |
|---|---|---|---|---|---|
| *($ in millions, except per share amounts)* | Number | % | Amount | % | Avg/Share |
| Existing stockholders | (1) | % | | % | $ |
| New investors in this offering | | % | | % | |
| Total | | % | | % | $ |

(1) Reflects shares owned by the selling stockholders that will be purchased by new investors as a result of this offering:

| | Shares Purchased | | Total Consideration | | |
|---|---|---|---|---|---|
| | Number | % | Amount | % | Avg/Share |
| Selling stockholders | | % | | % | |

If the underwriters were to fully exercise their option to purchase additional shares of our common stock, the percentage of shares of our common stock held by existing stockholders as of September 30, 2023 would be % and the percentage of shares of our common stock held by new investors would be %.

The discussion and tables above are based on 5,553,834 shares of our common stock outstanding as of September 30, 2023, and excludes 13 million shares of common stock issuable upon exercise of the Jones Act Warrants and Creditor Warrants, with an exercise price of $0.00001 per share and $27.83 per share, respectively, and shares of our common stock issuable upon exercise of options or settlement of restricted stock units under the 2020 Management Incentive Plan.

To the extent that outstanding Jones Act Warrants or Creditor Warrants are exercised, outstanding options or restricted stock units settle, or we grant options, restricted stock, restricted stock units or other equity-based awards to our employees, executive officers and directors in the future, or other issuances of common stock are made, there will be further dilution to new investors.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*The following Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the information contained in "Summary—Summary Financial and Other Data," "Business," "Risk Factors" and the Financial Statements and related notes included elsewhere in this prospectus. Unless the context otherwise requires, all references in this section to "the Company," "Hornbeck," "we," "us," or "our" refer to the business of Hornbeck Offshore Services, Inc. and "Effective Date" means September 4, 2020, the date the Company emerged from its Chapter 11 cases in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or the Bankruptcy Court (the "Chapter 11 Cases"). The joint prepackaged plan of reorganization filed with and confirmed by the Bankruptcy Court on May 19 and June 19, 2020, respectively, is referred to as "the Plan." "Successor" refers to the newly reorganized entity and the related financial position and results of operations of the Company subsequent to the Effective Date. "Predecessor" refers to the Company prior to its emergence and the related financial position and results of operations through the Effective Date. Additionally, unless noted otherwise, discussions surrounding our vessels are as of October 31, 2023 and include the two vessels delivered in November 2023 and the one remaining vessel expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could extend into early 2024. Such discussions also include two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, which we expect to be delivered in 2025. Our vessels exclude the four OSVs that we operate on behalf of the U.S. Navy.*

*During the fourth quarter of 2022, the Company reclassified certain vessels from OSVs to MPSVs and MPSVs to OSVs based on the nature of each vessel's current operations and technical capabilities. For purposes of the following discussion and analysis, we have comparably calculated and classified prior-period amounts to conform with the current vessel classifications.*

*This discussion contains forward-looking statements that involve risks and uncertainties about our business and operations and reflect our plans, estimates and beliefs. Our actual results and the timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those we describe below, under "Risk Factors" and elsewhere in this prospectus. See "Special Note Regarding Forward-Looking Statements."*

### Company Overview

Hornbeck is a leading provider of marine transportation services to customers in the offshore oilfield market and diversified non-oilfield markets, including military support services, renewable energy development and other non-oilfield service offerings. Since our founding more than 26 years ago, we have focused on providing innovative, technologically advanced marine solutions to meet the evolving needs of our customers across our core geographic regions covering the United States and Latin America. Our team brings substantial industry expertise built through decades of experience and has leveraged that knowledge to amass what we believe is one of the largest, highest specification fleets of Offshore Supply Vessels ("OSVs") and Multi-Purpose Support Vessels ("MPSVs") in the industry. Approximately 75% of our total fleet consists of high-spec or ultra high-spec vessels, and we believe we have the number one ultra high-spec market position in the U.S., and the third largest fleet of high-spec and ultra high-spec OSVs in the world, measured by DWT capacity. We own a fleet of 75 multi-class OSVs and MPSVs, 58 of which are U.S. Jones Act-qualified vessels. Our Jones Act-qualified high-spec and ultra high-spec OSVs account for approximately 26% of the total industry supply of such vessels. We opportunistically expand our fleet into new, high-growth, cabotage-protected markets from time to time to enhance our fleet offerings to customers. Our mission is to be recognized as the energy industry's marine transportation and service Company of Choice® for our customers, employees and investors through innovative, high-quality, value-added business solutions delivered with enthusiasm, integrity and professionalism with the utmost regard for the safety of individuals and the protection of the environment.

Our fleet of 60 OSVs primarily provides transportation of equipment, materials and supplies to offshore drilling rigs, production platforms, subsea construction projects and other non-oilfield applications. Increasingly,

given their versatility, our OSVs are being deployed in a variety of non-oilfield applications including military support services, renewable energy development for offshore wind, humanitarian aid and disaster relief, aerospace and telecommunications. Our OSVs differ from other marine service vessels in that they provide increased cargo-carrying flexibility and capacity that can transport large quantities of deck cargoes as well as various liquid and dry bulk cargoes in below deck tanks providing flexibility for a variety of jobs. Moreover, our OSVs are outfitted with advanced technologies, including dynamic positioning capabilities, which allows each vessel to safely interface with another offshore vessel, exploration and production facility or an offshore asset by maintaining an absolute or relative position when performing its work.

Our fleet of 15 MPSVs provides commissioning and decommissioning support services, asset construction capabilities, recurring inspection, repair and maintenance services and flotel accommodations. The vessels primarily serve the oil and gas market, with capabilities including the installation of oilfield wellheads, risers, umbilicals, and other equipment placed on the seafloor and other floating production facilities. Further, these vessels are capable of supporting a variety of other non-oilfield offshore infrastructure projects, including the development of offshore windfarms, by providing the equipment and capabilities to support the installation and maintenance of wind turbines and platforms. Because of our ability to serve a diverse set of end markets, MPSV operations are typically less directly linked with the number of active drilling rigs in operation and are therefore less cyclical. Our high- and ultra high-spec OSVs can be contracted alongside our MPSVs on major projects, providing operating efficiencies and pull-through revenue. Most of our MPSVs have one or more deepwater cranes fitted on the deck, deploy one or more Remotely Operated Vehicles ("ROVs") to support subsea work, and have an installed helideck to facilitate the on-/off-boarding of specialist service providers and personnel. MPSVs can also be outfitted as flotels to provide accommodations, offices, catering, laundry, medical, and recreational facilities to large numbers of offshore workers for the duration of a project. When configured as flotels, our MPSVs have capacities to house up to 245 workers for major installation, maintenance and overhaul projects. Based on overall length and total lifting capacity, the two HOS 400 class MPSVs that are currently under construction are expected to be the largest Jones Act-qualified MPSVs in the market and will have additional capabilities due to their size and sophistication. We are also in the process of converting one of our U.S.-flagged, HOSMAX 280 class OSVs into a dual-use SOV/flotel, which will be capable of providing SOV services to the U.S. offshore wind market. In addition to the services performed by our existing fleet of MPSVs, these three vessels will be equipped with systems that we expect will make them suitable for complex services, including light well intervention and offshore wind farm development, that require larger or more versatile vessels than the fleet of MPSVs currently available in the U.S. market. We expect these three MPSVs to be delivered and placed into active service in 2025.

On May 19, 2020, the Company sought voluntary relief under Chapter 11 of the U.S. Bankruptcy Code in the Bankruptcy Court and filed a proposed joint prepackaged plan of reorganization, or the Plan. On June 19, 2020, after a confirmation hearing, the Bankruptcy Court entered a confirmation order approving the Plan. Subsequent to the confirmation, the Plan became effective after the conditions to its effectiveness were satisfied and the Company formally emerged from the Chapter 11 Cases on the Effective Date.

Since our emergence from the Chapter 11 Cases on the Effective Date, market conditions have continued to improve as the COVID-19 pandemic has subsided. As global economies have reopened, demand for hydrocarbons improved against a backdrop of rising geopolitical tensions, the war in Ukraine, the ongoing conflict in Israel and the surrounding region and constrained supply, mostly due to several years of low investment by our customers in deepwater offshore exploration and production activities. During 2022, the domestic oil price peaked at $124 per barrel, representing a near 14-year high. Over the past 12 months, the price has ranged from $67 per barrel to $94 per barrel and currently resides at $81 per barrel as of October 31, 2023. The improved outlook for oil prices is having a positive impact on spending by our customers, which is creating improved demand for our services. This improved demand has come at a time when vessel owners have kept a significant number of vessels in stack for multiple years, intensifying the demand for active vessels. The higher cost of unstacking vessels, together with labor shortages, supply chain constraints and capital restraints affecting vessel owners dampens the prospect of large-scale reactivations of stacked vessels in the short-term. These

general conditions have favorably impacted our utilization rates and our pricing. Simultaneously, however, we have experienced significant upward pressure on operating expense stemming mostly from increased wages for licensed mariners and general inflationary trends.

The current inflationary environment has affected the cost of our operations, including but not limited to increased labor, repair and maintenance, consumable supply and insurance costs, and we budgeted for an increase of approximately 20% in such costs in 2023 compared to 2022. To date, we have largely mitigated the impact on our operating margins through price escalation clauses in our customer contracts or higher pricing for our vessels operating in the spot market. If we are unable to secure price escalation clauses in our customer contracts or if market prices for our services do not increase at a rate at least commensurate with general inflation, the effects of inflation could have a materially adverse impact on our results in the future.

**Recent Developments**

***Resumption of MPSV Newbuild Construction***

In October 2023, the Company entered into a final settlement agreement with the Surety and Gulf Island. Pursuant to the settlement agreement, Gulf Island released all claims asserted against the Company and the Company released its claims against Gulf Island and the Surety. Further, the Surety agreed to take over and complete the construction of the two U.S.-flagged, Jones Act-qualified, HOS 400 class MPSVs at a shipyard acceptable to the Company. The Company is obligated to pay only the remaining portion of the original shipyard contract price for the two MPSVs, which amounts to $53.8 million in the aggregate. The Surety is required to cure all defaults of Gulf Island and pay all completion costs in excess of the $53.8 million remaining contract price, excluding approved change orders. The Company expects to incur an additional $30.0 million in the aggregate for discretionary enhancements to add secondary cranes to both vessels. Pursuant to the settlement, the Surety is required to deliver both MPSVs in 2025.

***Repayment of Replacement First Lien Term Loans***

In August 2023, the Company fully repaid the $68.7 million outstanding principal balance of the Replacement First Lien Term Loans and terminated the First Lien Credit Agreement. As a result, the Company recorded a $1.2 million loss on early extinguishment of debt, primarily related to the write-off of associated deferred issuance costs and original debt issue discount.

***ECO Acquisitions***

*ECO Acquisitions #1*

On January 10, 2022, the Company entered into definitive vessel purchase agreements with certain affiliates of ECO to acquire up to ten high-spec, 280 class DP-2 OSVs for an aggregate price of $130.0 million. In November 2022, ECO exercised an option to terminate the vessel purchase agreements relating to the last four vessels. ECO refunded initial deposits of $1.5 million in the aggregate and paid an additional amount equal to such deposits as a termination fee. After accounting for such terminations and certain purchase price adjustments, the aggregate purchase price for the ECO Acquisitions #1 was $82.4 million. Pursuant to the purchase agreements, final payment and the transfer of ownership of each of the vessels occurred on the date of delivery and acceptance for such vessel following the completion of reactivation and regulatory drydockings by ECO. The Company took delivery of the first four vessels between May and December 2022. The Company took delivery of the remaining two vessels from ECO in April and August 2023, respectively.

As of September 30, 2023, the Company had paid $82.2 million on the original purchase price and $1.7 million in purchase price adjustments associated with discretionary enhancements of the ECO Acquisitions #1 vessels, prior to the effect of the $1.5 million termination fee paid by ECO. In addition, the Company had incurred $4.2 million of costs associated with additional outfitting of the six vessels through the third quarter of

2023. The Company expects to incur an additional $0.6 million related to post-closing modifications of the sixth vessel during the fourth quarter of 2023. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Capital Expenditures.”

*ECO Acquisitions #2*

On December 22, 2022, the Company executed a controlling purchase agreement with Nautical. Pursuant to the controlling purchase agreement, the Company subsequently entered into separate, individual vessel purchase agreements to acquire six high-spec OSVs from Nautical for $17.0 million per vessel. The Nautical vessels are U.S.-flagged, Jones Act-qualified, 280 class DP-2 OSVs with cargo-carrying capacities of circa 4,750 DWT. Nautical is required to complete regulatory drydocking and reactivation activities for each vessel prior to closing. Payment of 10% of the purchase price for each vessel has been paid upon arrival of such vessel to the shipyard and the remaining 90% has been or will be paid at closing and delivery of each vessel. The closing of the first five vessel purchases occurred one at a time in serial deliveries and delivery of the sixth vessel is expected to be completed by December 31, 2023, but due to supply chain constraints such delivery could extend into early 2024. In addition to the aggregate purchase price of $102.0 million, the Company expects to incur an additional $9.3 million related to the outfitting and discretionary enhancement of these six vessels.

During the third quarter of 2023, the Company took delivery of the first two vessels and paid $15.3 million each for the remaining 90% of the original purchase price and $0.2 million per vessel for purchase price adjustments related to discretionary enhancements completed in the shipyard by Nautical. As of September 30, 2023, the Company had paid $40.8 million toward the original purchase price and $0.4 million in purchase price adjustments associated with discretionary enhancements for the ECO Acquisitions #2 vessels. In addition, the Company had incurred $2.3 million of costs associated with additional outfitting of the six vessels through the third quarter of 2023.

In October 2023, the Company took delivery of the third vessel and paid $15.3 million for the remaining 90% of the original purchase price and $0.1 million for purchase price adjustments related to discretionary enhancements. As of October 31, 2023, the Company expected to incur the remaining purchase price of $45.9 million and $6.9 million related to additional outfitting and discretionary enhancements during the fourth quarter of 2023 with respect to the two vessels delivered in November 2023 and assuming the remaining vessel is delivered by December 31, 2023.

**Performance and other Key Indicators**

***Vessel Count, Utilization and Dayrates***

Our revenues, net income and cash flows from operating activities are largely dependent upon the activity level of our marine service vessels. In analyzing our activity level, we focus primarily on vessel count (including whether vessels are active or stacked), average and effective vessel utilization, and average and effective vessel dayrates. Our activity level is largely dependent on the level of exploration, development and production activity of our oilfield customers and the demand for marine transportation services in our non-oilfield markets, all of which impact dayrates and utilization, which, in turn inform management decisions regarding vessel count and deployment. Our oilfield customers’ business activity is dependent on current and expected crude oil and natural gas prices, which fluctuate depending on expected future levels of supply and demand for crude oil and natural gas, and on estimates of the cost to find, develop and produce crude oil and natural gas reserves. Business activity for our non-oilfield customers is driven by an expanding need for specialized marine services in support of military, offshore wind and other non-oilfield applications.

The table below sets forth the average dayrates, utilization rates and effective dayrates for our owned OSVs and MPSVs and the average number and size of such vessels owned during the periods indicated. These vessels generate a substantial portion of our revenues. Excluded from the OSV and MPSV information below is the

results of operations for our shore-based port facility and vessel management services, including the four non-owned vessels managed for the U.S. Navy.

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Offshore Supply Vessels:** | | | | | | |
| Average number of OSVs(1) | 53.6 | 57.5 | 57.0 | 58.8 | 62.0 | 62.0 |
| Average number of active OSVs(2) | 31.8 | 25.5 | 26.7 | 22.2 | 19.6 | 24.2 |
| Average OSV fleet capacity (DWT)(3) | 233,587 | 227,611 | 229,001 | 228,256 | 236,430 | 237,338 |
| Average OSV capacity (DWT)(4) | 4,361 | 3,958 | 4,020 | 3,885 | 3,813 | 3,828 |
| Average OSV utilization rate(5) | 45.1% | 36.4% | 37.7% | 31.2% | 26.5% | 24.0% |
| Active OSV utilization rate(6) | 76.2% | 81.9% | 80.7% | 82.8% | 84.0% | 61.6% |
| Average OSV dayrate(7) | $ 38,927 | $ 30,590 | $ 32,305 | $ 19,785 | $ 16,082 | $ 17,495 |
| Effective OSV dayrate(8) | $ 17,556 | $ 11,135 | $ 12,179 | $ 6,173 | $ 4,262 | $ 4,199 |
| **Multi-Purpose Support Vessels**: | | | | | | |
| Average number of MPSVs(1) | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 | 12.0 |
| Average number of active MPSVs(2) | 11.0 | 10.3 | 10.4 | 8.9 | 9.0 | 9.1 |
| Average MPSV utilization rate(5) | 71.8% | 64.8% | 65.2% | 46.7% | 38.8% | 28.8% |
| Active MPSV utilization rate(6) | 78.3% | 75.8% | 75.0% | 63.0% | 51.7% | 37.8% |
| Average MPSV dayrate(7) | $ 63,188 | $ 51,715 | $ 53,421 | $ 40,245 | $ 36,055 | $ 34,893 |
| Effective MPSV dayrate(8) | $ 45,369 | $ 33,511 | $ 34,830 | $ 18,794 | $ 13,989 | $ 10,049 |

(1) Represents the weighted-average number of vessels owned during the period, adjusted to reflect date of acquisition or disposition of vessels. We owned 54 and 58 OSVs and 12 MPSVs as of December 31, 2022 and December 31, 2021, respectively. We owned 54 and 56 OSVs and 12 MPSVs as of September 30, 2023 and September 30, 2022, respectively. Excluded from this data are four non-owned vessels managed for the U.S. Navy, one vessel acquired from the U.S. Department of Transportation's Maritime Administration that is currently undergoing conversion for service as a dual-use SOV/flotel, two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, three OSVs delivered since September 30, 2023 and one remaining OSV expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could extend into early 2024. The Company also sold ten and four OSVs during 2022 and 2021, respectively, and sold two OSVs during the nine months ended September 30, 2023.

(2) In response to weak market conditions, we elected to stack certain of our OSVs and MPSVs on various dates since October 2014. The average number of active OSVs represents the weighted-average number of vessels that were immediately available for service during each respective period, adjusted to reflect date of stacking or recommissioning of vessels.

(3) Represents the weighted-average number of OSVs owned during the period multiplied by theweighted-average capacity of OSVs during the same period.

(4) Represents actual capacity of the OSVs owned during the period on a weighted-average basis, adjusted to reflect date of acquisition or disposition of vessels.

(5) Utilization rates are weighted-average rates based on a 365-day year. Vessels are considered utilized when they are generating revenues.

(6) Active utilization rate is based on a denominator comprised only of vessel-days available for service by the active fleet, which excludes the impact of inactive or stacked vessel days.
(7) Average OSV and MPSV dayrates represent weighted-average revenue per day, which includes charter hire, crewing services and net brokerage revenues, based on the number of days during the period that the OSVs and MPSVs, respectively, generated revenues.
(8) Effective dayrate represents the average dayrate multiplied by the average utilization rate.

***Operating Expense***

Our operating costs are primarily a function of total fleet size, the number of active vessels and areas of operations.

These costs include, but are not limited to:

- wages paid to vessel crews;
- maintenance and repairs to vessels;
- contract-specific cost of sales;
- marine insurance;
- materials and supplies; and
- routine inspections to ensure compliance with applicable regulations and to maintain certifications for our vessels with the USCG and various classification societies.

As of September 30, 2023, we had stacked 18 U.S.-flagged OSVs, three foreign-flagged OSVs and one U.S.-flagged MPSV. By removing these vessels from our active operating fleet, we significantly reduced our operating costs, including crew costs. As of September 30, 2023, our fixed operating costs were spread over 44 owned and operated vessels in active service and four vessels managed for the U.S. Navy.

In certain foreign markets in which we operate, we may be subject to higher operating costs compared to our domestic operations due to challenges and costs of staffing international operations, social taxes, local content requirements, and increased administration. We may not be able to recover higher international operating costs through higher dayrates charged to our customers. Therefore, when we increase our international complement of vessels, our gross margins may fluctuate depending on the foreign areas of operation and the complement of vessels operating domestically.

In addition to the operating costs described above, we incur fixed charges related to the depreciation of our fleet and amortization of costs for routine drydock inspections to ensure compliance with applicable regulations and to maintain certifications for our vessels with the USCG and various classification societies. The aggregate number of drydockings and other repairs undertaken in a given period determines the level of maintenance and repair expenses and marine inspection amortization charges. We capitalize costs incurred for drydock inspection and regulatory compliance and amortize such costs over the period between such drydockings, typically between 24 and 36 months. Applicable maritime regulations require us to drydock our vessels twice in a five-year period for inspection and routine maintenance and repair. If we undertake a disproportionately large number of drydockings in a particular year, comparability of results may be affected. While we can defer required drydockings of stacked vessels, we will be required to conduct such deferred drydockings prior to such vessels returning to service, which could delay their return to active service.

The table below sets forth a breakdown of our operating expenses by type and the corresponding percent of total operating expenses (in thousands except percent of total and amounts per day):

| | Three Months Ended September 30, | | | | Nine Months Ended September 30, | | | | Twelve Months Ended December 31, | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2023 | | 2022 | | 2023 | | 2022 | | 2022 | | 2021 | |
| **Operating expense** | | | | | | | | | | | | |
| Contract-related cost of sales | $ 6,148 | 7.7% | $ 2,041 | 3.5% | $ 15,159 | 6.8% | $ 7,924 | 5.2% | $ 8,804 | 4.1% | $ 10,550 | 7.4% |
| Personnel expense | 52,741 | 65.9% | 39,722 | 67.9% | 143,857 | 64.9% | 103,702 | 67.4% | 144,874 | 67.4% | 88,623 | 62.1% |
| Maintenance and repair | 10,169 | 12.7% | 8,141 | 13.9% | 31,463 | 14.2% | 18,465 | 12.0% | 28,750 | 13.4% | 17,450 | 12.2% |
| Insurance | 2,412 | 3.0% | 2,082 | 3.6% | 7,343 | 3.3% | 5,681 | 3.7% | 7,935 | 3.7% | 8,248 | 5.8% |
| Materials and supplies | 4,092 | 5.1% | 2,423 | 4.1% | 10,685 | 4.8% | 6,654 | 4.3% | 8,554 | 4.0% | 5,810 | 4.1% |
| Other | 4,469 | 5.6% | 4,065 | 7.0% | 13,025 | 5.9% | 11,437 | 7.4% | 15,871 | 7.4% | 12,138 | 8.5% |
| **Total operating expense** | $80,031 | 100.0% | $58,474 | 100.0% | $221,532 | 100.0% | $153,863 | 100.0% | $214,788 | 100.0% | $142,819 | 100.0% |
| Active OSV opex | $47,466 | 59.3% | $30,398 | 52.0% | $130,503 | 58.9% | $ 80,585 | 52.4% | $114,702 | 53.4% | $ 69,123 | 48.4% |
| Active MPSV opex | 20,325 | 25.4% | 18,466 | 31.6% | 61,762 | 27.9% | 46,991 | 30.5% | 65,927 | 30.7% | 40,910 | 28.6% |
| Stacked Vessel opex | 4,234 | 5.3% | 1,986 | 3.4% | 6,599 | 3.0% | 5,351 | 3.5% | 6,138 | 2.9% | 8,622 | 6.0% |
| Non-vessel opex | 8,006 | 10.0% | 7,624 | 13.0% | 22,668 | 10.2% | 20,935 | 13.6% | 28,021 | 13.0% | 24,164 | 16.9% |
| **Total operating expense** | **$80,031** | **100.0%** | **$58,474** | **100.0%** | **$221,532** | **100.0%** | **$153,863** | **100.0%** | **$214,788** | **100.0%** | **$142,819** | **100.0%** |
| Active OSV opex per day | $15,875 | | $12,563 | | $ 15,032 | | $ 11,576 | | $ 11,770 | | $ 8,531 | |
| Active MPSV opex per day | $20,084 | | $18,247 | | $ 20,567 | | $ 16,711 | | $ 17,367 | | $ 12,594 | |
| Stacked vessel opex per day | $ 2,092 | | $ 687 | | $ 1,060 | | $ 827 | | $ 527 | | $ 595 | |
| Total vessel opex per day | $11,952 | | $ 8,045 | | $ 11,104 | | $ 8,183 | | $ 7,416 | | $ 4,592 | |

***General &Administrative (G&A) Expense***

Our G&A expenses are primarily a function of the number of shoreside personnel and include, but are not limited to, base salaries, benefits and incentive compensation for shoreside employees, legal and other third-party advisor expenses, rent and other items.

The table below sets forth our general and administrative expenses in total, as a percentage of total revenue and per vessel day (in thousands except % of revenue and amounts per day):

| | Three Months Ended September 30, | | Nine Months Ended September 30, | | Twelve Months Ended Dec. 31 | |
|---|---|---|---|---|---|---|
| | 2023 | 2022 | 2023 | 2022 | 2022 | 2021 |
| **General and administrative expense** | $ 16,199 | $ 14,385 | $ 48,565 | $ 42,201 | $ 58,946 | $ 40,632 |
| G&A as a % of total revenues | 10.1% | 11.6% | 11.1% | 13.3% | 13.1% | 15.9% |
| G&A per active vessel day | $ 4,048 | $ 4,192 | $ 4,156 | $ 4,318 | $ 4,353 | $ 3,579 |
| G&A per total vessel day | $ 2,688 | $ 2,276 | $ 2,712 | $ 2,598 | $ 2,341 | $ 1,572 |

***Capital Expenditures***

In addition to our operating metrics, we also focus on capital expenditures. Growth capital expenditures are expenditures undertaken by us to expand our fleet of vessels through acquisition or newbuild construction, while maintenance capital expenditures consist of deferred drydocking charges and maintenance capital improvements of existing vessels. Fluctuations in maintenance capital expenditures is primarily driven by the number of required recertification drydockings in a given period. Commercial capital expenditures represent vessel-related expenditures incurred to retrofit, convert or modify a vessel's systems, structures or equipment to enhance functional capabilities and improve marketability or to meet certain commercial requirements. Non-vessel capital expenditures primarily relate to fixed asset additions or improvements related to our port facility, office locations, information technology, non-vessel property, plant and equipment or other shoreside support initiatives. For a more detailed description of growth, maintenance, commercial and non-vessel capital expenditures, see "—Liquidity and Capital Resources—Capital Expenditures."

The table below sets forth a breakdown of our capital expenditures by type and the corresponding vessel downtime related to deferred drydockings vessel counts and days (in thousands except as noted):

| | Three Months Ended September 30, | | Nine Months Ended September 30, | | Twelve Months Ended December, 31 | |
|---|---|---|---|---|---|---|
| | 2023 | 2022 | 2023 | 2022 | 2022 | 2021 |
| **Capital expenditures**(1) | | | | | | |
| Growth capital expenditures | $ 47,002 | $ 29,262 | $ 79,256 | $ 92,446 | $ 116,047 | $ — |
| Maintenance capital expenditures | 7,059 | 10,496 | 26,257 | 19,735 | 22,876 | 17,939 |
| Commercial capital expenditures | 16,906 | 3,354 | 27,183 | 7,719 | 10,945 | 2,755 |
| Non-vessel capital expenditures | 568 | 467 | 983 | 1,101 | 1,328 | 688 |
| **Total capital expenditures** | $ 71,535 | $ 43,579 | $ 133,679 | $ 121,001 | $ 151,196 | $ 21,382 |
| **Drydock downtime** | | | | | | |
| *OSVs* | | | | | | |
| Number of vessels commencing drydock activities | 4.0 | 4.0 | 11.0 | 9.0 | 10.0 | 10.0 |
| Out-of-service time for drydock activities (in days) | 111.1 | 130.3 | 408.9 | 268.8 | 332.5 | 413.1 |
| *MPSVs* | | | | | | |
| Number of vessels commencing drydock activities | — | 1.0 | 2.0 | 4.0 | 4.0 | 5.0 |
| Out-of-service time for drydock activities (in days) | — | 58.9 | 44.7 | 199.9 | 199.9 | 206.3 |

(1) For further explanation on what these items consist of, see "—Liquidity and Capital Resources—Capital Expenditures."

**Reportable Segments**

The Company has one reportable segment, which encompasses all aspects of its marine transportation services business. As the chief operating decision maker, our Chief Executive Officer evaluates the Company's operating results on a consolidated basis to assess performance and allocate resources. While the Company's vessels operate in various geographic regions and customer markets, they are centrally managed, share multiple forms of common costs, provide similar or complementary marine transportation services, are manned by crews that may move, from location to location or market to market as needed, and are marketed on a portfolio basis with the goal of maximizing Adjusted EBITDA and Adjusted Free Cash Flow and generating the highest possible rate of return on invested capital without a permanent commitment to geographic region or customer market.

**Results of Operations**

**Three Months Ended September 30, 2023 Compared to Three Months Ended September 30, 2022**

Summarized financial information for the three months ended September 30, 2023 and 2022, respectively, is shown below in the following table (in thousands except % change):

| | Three Months Ended September 30, | | Change | |
|---|---|---|---|---|
| | 2023 | 2022 | $ | % |
| Revenues: | | | | |
| Vessel revenues | | | | |
| Domestic | $106,188 | $ 90,853 | $ 15,335 | 16.9 |
| Foreign | 42,948 | 22,460 | 20,488 | 91.2 |
| | 149,136 | 113,313 | 35,823 | 31.6 |
| Non-vessel revenues | 11,063 | 11,215 | (152) | (1.4) |
| | 160,199 | 124,528 | 35,671 | 28.6 |
| Operating expenses | 80,031 | 58,474 | 21,557 | 36.9 |
| Depreciation and amortization | 12,592 | 8,196 | 4,396 | 53.6 |
| General and administrative expenses | 16,199 | 14,385 | 1,814 | 12.6 |
| Stock-based compensation expense | 1,907 | 1,875 | 32 | 1.7 |
| Terminated debt refinancing costs | 40 | — | 40 | — |
| | 110,769 | 82,930 | 27,839 | 33.6 |
| Gain on sale of assets | 101 | 13,786 | (13,685) | (99.3) |
| Operating income | 49,531 | 55,384 | (5,853) | (10.6) |
| Loss on early extinguishment of debt, net | (1,236) | (42) | (1,194) | >100.0 |
| Foreign currency loss | (446) | (85) | (361) | >100.0 |
| Interest expense | (9,637) | (10,593) | 956 | (9.0) |
| Interest income | 2,991 | 709 | 2,282 | >100.0 |
| Fair value adjustment of liability-classified warrants | (22,055) | — | (22,055) | — |
| Other income | — | 1,008 | (1,008) | (100.0) |
| Income tax expense | (9,032) | (326) | (8,706) | >100.0 |
| Net income | $ 10,116 | $ 46,055 | $(35,939) | (78.0) |

*Revenues*. Revenues for the three months ended September 30, 2023 and 2022 were $160.2 million and $124.5 million, respectively. Our weighted-average active operating fleet for the three months ended September 30, 2023 and 2022 was 43.5 and 37.3 vessels, respectively. For the three months ended September 30, 2023, we had a weighted-average of 22.0 vessels stacked compared to a weighted-average of 31.4 vessels stacked in the prior-year period.

Vessel revenues for the three months ended September 30, 2023 and 2022 were $149.1 million and $113.3 million, respectively. Vessels acquired in and subsequent to the third quarter of 2022 contributed $20.1 million to the increase in revenues, while the remaining increase was primarily due to improved market conditions. Revenues from our OSV fleet increased $21.2 million, or 28.8% for the three months ended September 30, 2023 compared to the prior-year period. Average OSV dayrates were $41,446 for the three months ended September 30, 2023 compared to $35,613 for the same period in 2022. Our average OSV utilization was 46.6% for the three months ended September 30, 2023 compared to 39.7% for the same period in 2022. Our OSVs incurred 111 days of aggregate downtime for regulatory drydockings and were stacked for an aggregate of 1,932 days during the three months ended September 30, 2023 compared to 130 and 2,800 days, respectively, for the same period in 2022. Excluding stacked vessel days, our active OSV utilization was 76.6% and 85.6% for the same periods, respectively. Our effective OSV dayrates were $19,314 for the three months ended September 30,

2023 compared to $14,138 for the same period in 2022. Revenues from our MPSV fleet increased $14.6 million, or 36.9%, for the three months ended September 30, 2023 compared to the prior-year period. Average MPSV dayrates were $66,922 for the three months ended September 30, 2023 compared to $52,689 for the three months ended September 30, 2022. Our MPSV utilization was 73.3% for the three months ended September 30, 2023 compared to 68.0% for the same period in 2022. Our MPSVs incurred no days of aggregate downtime for regulatory drydockings and were stacked for an aggregate of 92 days during the three months ended September 30, 2023 compared to 59 and 92 days, respectively, for the same period in 2022. Excluding stacked vessel days, our active MPSV utilization was 79.9% and 74.1% during the three months ended September 30, 2023 and the same period in 2022, respectively. Our effective MPSV dayrates were $49,054 for the three months ended September 30, 2023 compared to $35,829 for the same period in 2022. Domestic vessel revenues for the three months ended September 30, 2023 increased $15.3 million, or 16.9%, from the year-ago period primarily due to an increase in active vessels and improved market conditions during 2023. Foreign vessel revenues increased $20.5 million, or 91.2%, primarily due to improved market conditions for vessels operating in Mexico and Brazil during the three months ended September 30, 2023. Foreign vessel revenues for the three months ended September 30, 2023 comprised 28.8% of our total vessel revenues compared to 19.8% for the year-ago period.

Non-vessel revenues for the three months ended September 30, 2023 and 2022 were $11.1 million and $11.2 million, respectively. The 1.4% year-over-year decrease in non-vessel revenues was primarily due to lower revenues earned fromnon-military vessel management services during the three months ended September 30, 2023.

*Operating Expense.* Operating expense for the three months ended September 30, 2023 and 2022 was $80.0 million and $58.5 million, respectively. Vessels acquired in or subsequent to the third quarter of 2022 contributed $10.6 million to the increase in operating expense, while the remaining variance was due to increases in domestic mariner wages, vessel recertifications and related maintenance and repair costs, and contract-related costs of sales to meet customer charter requirements, which were ultimately recovered through the agreed upon charter dayrate.

*Depreciation and Amortization*. Depreciation and amortization for the three months ended September 30, 2023 and 2022 was $12.6 million and $8.2 million, respectively. Depreciation increased from the prior year due to seven newly acquired vessels being placed into service in or subsequent to the third quarter of 2022. Amortization also increased as a result of 13 vessel recertification drydockings being completed since September 30, 2022.

*General and Administrative Expense.* G&A expense for the three months ended September 30, 2023 and 2022 was $16.2 million and $14.4 million, respectively. The year-over-year increase in G&A expense was primarily attributable to higher legal costs associated with recently settled litigation and increases in shoreside employee headcount and wages.

*Stock-based Compensation Expense.* Stock-based compensation expense for the three months ended September 30, 2023 and 2022 remained consistent at $1.9 million for both periods.

*Operating Income.* Operating income for the three months ended September 30, 2023 and 2022 was $49.5 million and $55.4 million, respectively. Operating income decreased by $5.9 million, or 10.6%, for the reasons discussed above, but primarily due to an increase in expenses in the current period combined with the non-recurring effect of the $13.8 million gain on sale of assets in the prior-year period. Operating income as a percentage of revenues was 30.9% for the three months ended September 30, 2023 and 44.5% for the same period in 2022.

*Interest Expense.* Interest expense for the three months ended September 30, 2023 and 2022 was $9.6 million and $10.6 million, respectively. The decrease in interest expense was primarily attributable to our

election to pay cash interest only beginning in the second quarter of 2023 for the Exit Second Lien Term Loans, which reduced our interest rate on that debt instrument from 11.5% to 10.25%. Effective September 4, 2023, the Exit Second Lien Term Loans formally converted to full cash pay obligations with an annual interest rate of 8.25% based on our prevailing Total Leverage Ratio.

*Interest Income*. Interest income for the three months ended September 30, 2023 and 2022 was $3.0 million and $0.7 million, respectively. Our average cash balance increased to $219.6 million during the three months ended September 30, 2023 compared to $155.8 million for the same period in 2022. The average interest rate earned on our invested cash balances was 5.4% and 1.8% for the three months ended September 30, 2023 and 2022, respectively. The increase in average cash balance was primarily due to improved operating results and net cash proceeds received in the fourth quarter of 2022 from the delayed draw funded under the Replacement First Lien Term Loans. The increase in the average interest rate is due to market increases in bank interest rates on invested cash balances.

*Fair Value Adjustment of Liability-Classified Warrants*. Fair value adjustment of liability-classified warrants for the three months ended September 30, 2023 and 2022 was $22.1 million and $0.0 million, respectively. Based on an updated valuation analysis for the three months ended September 30, 2023, the estimated fair value of the outstanding Creditor Warrants increased by $13.85, or 31.9%, per warrant.

*Income Tax Expense*. Our effective income tax expense rate was 47.2% and 0.7% for the three months ended September 30, 2023 and 2022, respectively. The Company's current income tax expense reflects its current foreign tax liabilities, and for the current quarter, certain deferred tax liabilities that could not be offset with a valuation allowance. Since its emergence from bankruptcy, the Company has offset its deferred tax assets with a valuation allowance, as required in certain circumstances by GAAP, leading to volatility in the Company's effective income tax rate from period to period.

*Net Income*. Net income for the three months ended September 30, 2023 and 2022 was $10.1 million and $46.1 million, respectively. This decrease was primarily driven by an increase in the fair value adjustment of liability-classified warrants and an increase in operating expense.

**Nine Months Ended September 30, 2023 Compared to Nine Months Ended September 30, 2022**

Summarized financial information for the nine months ended September 30, 2023 and 2022, respectively, is shown below in the following table (in thousands except % change):

| | Nine Months Ended September 30, | | Change | |
|---|---|---|---|---|
| | 2023 | 2022 | $ | % |
| Revenues: | | | | |
| Vessel revenues | | | | |
| Domestic | $299,181 | $222,639 | $ 76,542 | 34.4 |
| Foreign | 106,442 | 61,759 | 44,683 | 72.4 |
| | 405,623 | 284,398 | 121,225 | 42.6 |
| Non-vessel revenues | 32,965 | 33,927 | (962) | (2.8) |
| | 438,588 | 318,325 | 120,263 | 37.8 |
| Operating expenses | 221,532 | 153,863 | 67,669 | 44.0 |
| Depreciation and amortization | 34,711 | 19,926 | 14,785 | 74.2 |
| General and administrative expenses | 48,565 | 42,201 | 6,364 | 15.1 |
| Stock-based compensation expense | 17,270 | 3,468 | 13,802 | >100.0 |
| Terminated debt refinancing costs | 3,673 | — | 3,673 | — |
| | 325,751 | 219,458 | 106.293 | 48.4 |
| Gain on sale of assets | 2,667 | 14,544 | (11,877) | 81.7 |
| Operating income | 115,504 | 113,411 | 2,093 | 1.8 |
| Loss on early extinguishment of debt, net | (1,236) | (42) | (1,194) | >100.0 |
| Foreign currency loss | (1,303) | (222) | (1,081) | >100.0 |
| Interest expense | (32,609) | (29,686) | (2,923) | 9.8 |
| Interest income | 7,821 | 1,294 | 6,527 | >100.0 |
| Fair value adjustment of liability-classified warrants | (26,588) | (24,404) | (2,184) | 8.9 |
| Other income | 756 | 1,320 | (564) | (42.7) |
| Income tax expense | (15,394) | (2,764) | (12,630) | >100.0 |
| Net income | $ 46,951 | $ 58,907 | $ (11,956) | (20.3) |

*Revenues.* Revenues for the nine months ended September 30, 2023 and 2022 were $438.6 million and $318.3 million, respectively. Our weighted-average active operating fleet for the nine months ended September 30, 2023 and 2022 was 42.8 and 35.8 vessels, respectively. For the nine months ended September 30, 2023, we had an average of 22.8 vessels stacked compared to an average of 33.7 vessels stacked in the prior-year period.

Vessel revenues for the nine months ended September 30, 2023 and 2022 were $405.6 million and $284.4 million, respectively. Newly acquired vessels in 2022 and 2023 contributed $49.9 million to the increase in revenues, while the remaining increase was primarily due to improved market conditions. Revenues from our OSV fleet increased $82.3 million, or 47.1%, for the nine months ended September 30, 2023 compared to the prior-year period. Average OSV dayrates were $38,927 for the nine months ended September 30, 2023 compared to $30,590 for the same period in 2022. Our average OSV utilization was 45.1% for the nine months ended September 30, 2023 compared to 36.4% for the same period in 2022. Our OSVs incurred 409 days of aggregate downtime for regulatory drydockings and were stacked for an aggregate of 5,955 days during the nine months ended September 30, 2023 compared to 269 and 8,734 days, respectively, for the same period in 2022. Excluding stacked vessel days, our active OSV utilization was 76.2% and 81.9% for the same periods, respectively. Revenues from our MPSV fleet increased $38.9 million, or 35.4%, for the nine months ended September 30, 2023 compared to the prior-year period. Average MPSV dayrates were $63,188 for the nine months ended September 30, 2023 compared to $51,715 for the same period in 2022. Our MPSV utilization was 71.8% for the

nine months ended September 30, 2023 compared to 64.8% for the same period in 2022. Our MPSVs incurred 45 days of aggregate downtime for regulatory drydockings and were stacked for an aggregate of 273 days during the nine months ended September 30, 2023 compared to 200 and 477 days, respectively, for the same period in 2022. Excluding stacked vessel days, our active MPSV utilization was 78.3% and 75.8% during the nine months ended September 30, 2023 and the same period in 2022, respectively. Domestic vessel revenues increased $76.5 million, or 34.4%, from the year-ago period primarily due to an increase in active vessels and improved market conditions for our vessels during the nine months ended September 30, 2023. Foreign vessel revenues increased $44.7 million, or 72.4% due to improved market conditions for vessels operating in Mexico and Brazil during the nine months ended September 30, 2023. Foreign vessel revenues for the nine months ended September 30, 2023 comprised 26.2% of our total vessel revenues compared to 21.7% for the year-ago period.

Non-vessel revenues for the nine months ended September 30, 2023 and 2022 were $33.0 million and $33.9 million, respectively. The 2.8% year-over-year decrease in non-vessel revenues was primarily due to lower revenues earned fromnon-military vessel management services during the nine months ended September 30, 2023.

*Operating Expense.* Operating expense for the nine months ended September 30, 2023 and 2022 was $221.5 million and $153.9 million, respectively. Vessels acquired in or subsequent to the second quarter of 2022 contributed $25.9 million to the increase in operating expense, while the remaining variance was due to increases in domestic mariner wages, vessel recertifications and related maintenance and repair costs, and contract-specific costs of sales to meet customer charter requirements, which were ultimately recovered through the agreed upon charter dayrate.

*Depreciation and Amortization*. Depreciation and amortization for the nine months ended September 30, 2023 and 2022 was $34.7 million and $19.9 million, respectively. Depreciation increased from the prior year due to seven newly acquired vessels being placed into service in or subsequent to the second quarter of 2022. Amortization also increased as a result of 13 vessel recertification drydockings being completed since September 30, 2022.

*General and Administrative Expense.* G&A expense for the nine months ended September 30, 2023 and 2022 was $48.6 million and $42.2 million, respectively. The year-over-year increase in G&A expense was primarily attributable to higher legal costs associated with recently settled litigation and increases in shoreside employee headcount and wages.

*Stock-based Compensation Expense.* Stock-based compensation expense for the nine months ended September 30, 2023 and 2022 was $17.3 million and $3.5 million, respectively. The stock-based compensation expense increase from the prior-year period was primarily attributable to certain new long-term incentive grants of RSUs under the MIP that were issued and vested in the current period.

*Terminated Debt Refinancing Costs.* Terminated debt refinancing costs for the nine months ended September 30, 2023 and 2022 were $3.7 million and $0.0 million, respectively. The terminated debt refinancing costs were attributable to costs related to a debt refinancing process that was postponed during the second quarter of 2023.

*Operating Income.* Operating income for the nine months ended September 30, 2023 and 2022 was $115.5 million and $113.4 million, respectively. Operating income increased by $2.1 million, or 3.5% during the current-year period compared to the prior-year period for the reasons discussed above, but primarily due to improved market conditions for our vessels. Operating income as a percentage of revenues was 26.3% for the nine months ended September 30, 2023 and 35.6% for the same period in 2022. Excluding the non-recurring effect of the restricted stock grants that were issued and vested in the current period, the terminated debt refinancing costs incurred in the second quarter of 2023, and the gain on sale of assets in the current and prior-year periods, operating income as a percentage of revenue was 29.2% and 31.1% for the nine months ended September 30, 2023 and 2022, respectively.

*Interest Expense.* Interest expense for the nine months ended September 30, 2023 and 2022 was $32.6 million and $29.7 million, respectively. Interest expense increased primarily due to (i) higher interest rates on the Replacement First Lien Term Loans and Exit Second Lien Term Loans since September 30, 2022 and (ii) higher outstanding balances on the Replacement First Lien Term Loans as a result of the $37.5 million delayed draw that was exercised in November 2022 and the Exit Second Lien Term Loans as a result of accumulated payment-in-kind interest incurred since the prior year, respectively. This increase was partially offset when the Company repaid the entire outstanding principal balance of the Replacement First Lien Term Loans in August 2023.

*Interest Income.* Interest income for the nine months ended September 30, 2023 and 2022 was $7.8 million and $1.3 million, respectively. Our average cash balance increased to $228.6 million during the current-year period compared to $160.0 million for the prior-year period. The average interest rate earned on our invested cash balances was 4.5% and 1.1% in the first nine months ended September 30, 2023 and 2022, respectively. The increase in average cash balance was primarily due to improved operating results and net cash proceeds received in the fourth quarter of 2022 from the delayed draw that was funded under the Replacement First Lien Term Loans. The increase in the average interest rate is due to market increases in bank interest rates on invested cash balances.

*Fair Value Adjustment of Liability-Classified Warrants.* Fair value adjustment of liability-classified warrants for the nine months ended September 30, 2023 and 2022 was $26.6 million and $24.4 million, respectively. Based on an updated valuation analysis as of September 30, 2023, the estimated fair value of the outstanding Creditor Warrants increased year-to-date by $16.70, or 41.2%, per warrant.

*Income Tax Expense.* Our effective income tax expense rate was 24.7% and 4.5% for the nine months ended September 30, 2023 and 2022, respectively. The Company's current income tax expense reflects its current foreign tax liabilities, and for the current quarter, certain deferred tax liabilities that could not be offset with a valuation allowance. Since its emergence from bankruptcy, the Company has offset its deferred tax assets with a valuation allowance, as required in certain circumstances by GAAP, leading to volatility in the Company's effective income tax rate from period to period.

*Net Income.* Net income for the nine months ended September 30, 2023 and 2022 was $47.0 million and $58.9 million, respectively. This decrease was primarily due to an increase in operating expense combined with the net effect of the non-recurring items discussed above in Operating Income.

**Year Ended December 31, 2022 Compared to Year Ended December 31, 2021**

Summarized financial information for the years ended December 31, 2022 and 2021, respectively, is shown below in the following table (in thousands except % change):

| | Year Ended December 31, | | Change | |
|---|---|---|---|---|
| | 2022 | 2021 | $ | % |
| Revenues: | | | | |
| Vessel revenues | | | | |
| Domestic | $ 317,638 | $ 154,737 | $162,901 | >100.0 |
| Foreign | 88,396 | 59,943 | 28,453 | 47.5 |
| | 406,034 | 214,680 | 191,354 | 89.1 |
| Non-vessel revenues | 45,192 | 41,620 | 3,572 | 8.6 |
| | 451,226 | 256,300 | 194,926 | 76.1 |
| Operating expenses | 214,788 | 142,819 | 71,969 | 50.4 |
| Depreciation and amortization | 28,940 | 18,383 | 10,557 | 57.4 |
| General and administrative expenses | 58,946 | 40,632 | 18,314 | 45.1 |
| Stock-based compensation expense | 5,330 | 3,372 | 1,958 | 58.1 |
| | 308,004 | 205,206 | 102,798 | 50.1 |
| Gain on sale of assets | 21,837 | 2,679 | 19,158 | >100.0 |
| Operating income | 165,059 | 53,773 | 111,286 | >100.0 |
| Loss on early extinguishment of debt | (44) | — | (44) | — |
| Foreign currency loss | (198) | (434) | 236 | (54.5) |
| Interest expense | (41,172) | (35,794) | (5,378) | 15.0 |
| Interest income | 2,832 | 510 | 2,322 | >100.0 |
| Fair value adjustment of liability-classified warrants | (41,408) | (15,150) | (26,258) | >100.0 |
| Other income, net | 2,867 | 1,615 | 1,252 | 77.5 |
| Income tax expense | (7,174) | (1,533) | (5,641) | >100.0 |
| Net income | $ 80,762 | $ 2,987 | $ 77,775 | >100.0 |

*Revenues*. Revenues for the years ended December 31, 2022 and 2021 were $451.2 million and $256.3 million, respectively. Our weighted-average active operating fleet for 2022 and 2021 was 37.1 and 31.1 vessels, respectively. For 2022, we had a weighted-average of 31.9 vessels stacked compared to a weighted-average of 39.7 vessels stacked in the prior year.

Vessel revenues for the years ended December 31, 2022 and 2021 were $406.0 million and $214.7 million, respectively. The increase in vessel revenues was primarily due to improved market conditions for our vessels. Revenue from our OSV fleet increased $121.0 million, or 91.4%, for 2022 compared to 2021. Average OSV dayrates were $32,305 for 2022 compared to $19,785 for the prior year. Our OSV utilization was 37.7% for 2022 compared to 31.2% for 2021. Our OSVs incurred 332 days of aggregate downtime for regulatory drydockings and were stacked for an aggregate of 11,074 days during 2022 compared to 413 and 13,360 days, respectively, during 2021. Excluding stacked vessel days, our active OSV utilization was 80.7% and 82.8% for the same periods, respectively. Revenues from our MPSV fleet increased $70.4 million, or 85.6%, for 2022 compared to 2021. Average MPSV dayrates were $53,421 for 2022 compared to $40,245 for 2021. Our MPSV utilization was 65.2% for 2022 compared to 46.7% for 2021. Our MPSVs incurred aggregate downtime of 200 days for regulatory drydockings and were stacked for an aggregate of 569 days during 2022 compared to an aggregate downtime of 206 days for regulatory drydockings and being stacked for an aggregate 1,137 days, respectively, during 2021. Excluding stacked vessel days, our active MPSV utilization was 75.0% and 63.0% during 2022 and 2021, respectively. Domestic vessel revenues for 2022 increased $162.9 million, or 105%, from 2021 primarily due to improved market conditions for our vessels operating in the U.S. GoM. Foreign vessel revenues increased $28.5 million, or 47.5%, due to improved market conditions for vessels operating in Brazil, Trinidad and Other

Latin America during 2022. Foreign vessel revenues for 2022 comprised 21.8% of our total vessel revenues compared to 27.9% for 2021.

Non-vessel revenues for the years ended December 31, 2022 and 2021 were $45.2 million and $41.6 million, respectively. The year-over-year increase in non-vessel revenues was primarily due to higher revenues earned from vessel management services during 2022 compared to the prior year. Our non-vessel revenues primarily include our O&M contract with the U.S. Navy, revenues from our HOS Port facilities, and other vessel management services.

*Operating Expenses.* Operating expenses for the years ended December 31, 2022 and 2021 were $214.8 million and $142.8 million, respectively. Operating expenses increased year-over-year primarily due to increases in active vessels, mariner headcount, domestic mariner wages and benefits, and maintenance and repair costs for vessels and related equipment.

*Depreciation and Amortization*. Depreciation and amortization expense for the years ended December 31, 2022 and 2021 was $28.9 million and $18.4 million, respectively. Depreciation expense increased from the prior year due to newly acquired vessels being placed into service. As part of the Company's emergence from bankruptcy in 2020 and the application of fresh-start accounting, the Company removed the carrying values of its previously deferred recertification costs, which resulted in lower amortization expense for the prior year. Since the Company's emergence from bankruptcy in 2020, additional vessel recertifications have been completed and amortization expense has commensurately increased.

*General and Administrative Expense.* G&A expense for the years ended December 31, 2022 and 2021 was $58.9 million and $40.6 million, respectively. The year-over-year increase in G&A expense was primarily attributable to an increase in shoreside employee headcount and wages, legal costs associated with on-going litigation and costs related to the recruitment of mariners. The increase is also attributable to an advisory fee related to the acquisition of vessels from certain affiliates of ECO and additional trade name and trademark licensing fees incurred in the current year.

*Stock-Based Compensation Expense.* Stock-based compensation expense for the years ended December 31, 2022 and 2021 was $5.3 million and $3.4 million, respectively. The year-over-year increase in stock-based compensation expense was attributable to additional management incentive program awards granted in the second quarter of 2022, which were valued at a substantially higher stock price per share.

*Gain on Sale of Assets.* During the year ended December 31, 2022, we sold seven 200 class DP-1 OSVs, three 240 class DP-2 OSVs and other non-vessel assets for gross proceeds of $23.7 million, resulting in a net gain of $21.8 million. The net gain represents $20.5 million from vessel sales and $1.3 million from sales of other non-vessel assets. The gain on sale of assets for the year ended December 31, 2021 represents gains of $2.2 million from vessel sales and $0.5 million from sales of other non-vessel assets.

*Operating Income.* Operating income for the years ended December 31, 2022 and 2021 was $165.1 million and $53.8 million, respectively. Operating income increased by $111.0 million, or 207%, during 2022 compared to 2021 for the reasons discussed above, but primarily due to improved market conditions for our vessels. Operating income as a percentage of revenues was 36.6% for 2022. Operating income as a percentage of revenues was 21.0% for 2021.

*Interest Expense.* Interest expense was $41.2 million, inclusive of $30.4 million of payment-in-kind interest, for the year ended December 31, 2022 and was $35.8 million, inclusive of $29.3 million of payment-in-kind interest, for the year ended December 31, 2021. Interest expense increased primarily due to (i) increases in the interest rates on the Replacement First Lien Term Loans and Exit Second Lien Term Loans during 2022, (ii) higher outstanding balances on the Replacement First Lien Term Loans and Exit Second Lien Term Loans as a result of the $37.5 million delayed draw term loans that were incurred in November 2022 and capitalized

accumulated payment-in-kind interest incurred since the prior year, respectively, and (iii) the interest component of the Company's negotiated settlement of the 2014 Mexico tax audit.

*Interest Income.* Interest income for the years ended December 31, 2022 and 2021 was $2.8 million and $0.5 million, respectively, representing a year-over-year increase of $2.3 million. Our average cash balance increased to $167.8 million during 2022 compared to $117.8 million during 2021. The average interest rate earned on our invested cash balances was 1.7% and 0.4% during 2022 and 2021, respectively. The increase in average cash balance was primarily due to improved operating results in 2022, net cash proceeds received in December 2021 from the preemptive rights offering and Replacement First Lien Term Loans, and the delayed draw funding under the Replacement First Lien Term Loans in November 2022.

*Fair Value Adjustment of Liability-Classified Warrants.* Fair value adjustment of liability-classified warrants for the years ended December 31, 2022 and 2021 was $41.4 million and $15.2 million, respectively. Creditor Warrants (warrants entitling holders to purchase common stock at a strike price set at an enterprise value of $621.2 million, or $27.83 per share (subject to adjustment as of the Effective Date)), were issued upon the Company's emergence from Chapter 11 bankruptcy on the Effective Date, and we have since recorded a quarterly mark-to-market adjustment beginning with the quarter ended December 31, 2020. Prior to the issuance of these Creditor Warrants, the Company did not have any issued or outstanding liability-classified warrants. Based on an updated valuation analysis as of December 31, 2022, the estimated fair value of the outstanding Creditor Warrants increased year-over-year by $26.01, or 179%, per warrant.

*Other Income, Net.* Other income, net, for the years ended December 31, 2022 and 2021 was $2.9 million and $1.6 million, respectively. Other income increased year-over-year primarily due to $1.5 million in fees received from certain sellers' terminations of four vessel purchase agreements.

*Income Tax Expense.* Our effective tax expense rate was 8.2% and 33.9% for the years ended December 31, 2022 and 2021, respectively. The Company's income tax expense in 2022 reflects its foreign tax liabilities as of December 31, 2022. Since its emergence from bankruptcy, the Company has been in a net deferred tax asset position and has offset its deferred tax benefit with a valuation allowance, as required in certain circumstances by GAAP. The 2022 period rate is lower than the 2021 period due to the relatively higher level of income for the current period compared to the 2021 period.

*Net Income.* Net income for the years ended December 31, 2022 and 2021 was $80.8 million and $3.0 million, respectively. This favorable variance in net income was primarily driven by improved market conditions for our vessels. Net income as a percentage of revenues was 17.9% and 1.2% for the years ended December 31, 2022 and 2021, respectively.

**Year Ended December 31, 2021 Compared to Year Ended December 31, 2020**

Summarized financial information for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively, is shown below in the following table (in thousands):

| | Successor | | Predecessor |
|---|---|---|---|
| | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Revenues: | | | |
| Vessel revenues | | | |
| Domestic | $ 154,737 | $ 36,916 | $ 60,305 |
| Foreign | 59,943 | 14,055 | 34,215 |
| | 214,680 | 50,971 | 94,520 |
| Non-vessel revenues | 41,620 | 12,815 | 26,274 |
| | 256,300 | 63,786 | 120,794 |
| Operating expenses | 142,819 | 39,565 | 90,674 |
| Depreciation and amortization | 18,383 | 5,016 | 78,550 |
| General and administrative expenses | 40,632 | 11,593 | 33,261 |
| Stock-based compensation expense | 3,372 | 1,503 | 1,969 |
| Restructuring costs | — | — | 34,491 |
| | 205,206 | 57,677 | 238,945 |
| Gain on sale of assets | 2,679 | — | — |
| Operating income (loss) | 53,773 | 6,109 | (118,151) |
| Loss on early extinguishment of debt | — | — | (4,236) |
| Foreign currency gain (loss) | (434) | 18 | (51) |
| Interest expense | (35,794) | (10,750) | (40,460) |
| Interest income | 510 | 77 | 944 |
| Fair value adjustment of liability-classified warrants | (15,150) | 7 | — |
| Reorganization items, net | — | (4,040) | (1,128,314) |
| Other income, net | 1,615 | 27 | — |
| Income tax benefit (expense) | (1,533) | (1,307) | 135,721 |
| Net income (loss) | $ 2,987 | $ (9,859) | $(1,154,547) |

For comparative purposes, references in the explanations below to 2021 reflect the year ended December 31, 2021 (Successor). References to 2020 represent the combined periods of January 1, 2020 through September 4, 2020 (Predecessor) and September 5, 2020 through December 31, 2020 (Successor).

*Revenues*. Revenues for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $256.3 million, $63.8 million and $120.8 million, respectively. Our weighted-average active operating fleet for 2021 and 2020 was 31.1 and 31.8 vessels, respectively. For 2021, we had a weighted-average of 39.7 vessels stacked compared to a weighted-average of 42.2 vessels stacked in 2020.

Vessel revenues for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $214.7 million, $51.0 million and $94.5 million, respectively. The increase in vessel revenues was primarily due to improved market conditions for our vessels. Revenue from our OSV fleet increased $36.7 million, or 38.3%, for 2021 compared to 2020. Average OSV dayrates were $19,785 for 2021 compared to

$17,009 for 2020. Our OSV utilization was 31.2% for 2021 compared to 24.8% for 2020. Our OSVs incurred 413 days of aggregate downtime for regulatory drydockings and were stacked for an aggregate of 13,360 days during 2021 compared to 149 and 14,389 days, respectively, during 2020. Excluding stacked vessel days, our active OSV utilization was 82.8% and 67.8% for the same periods, respectively. Revenues from our MPSV fleet increased $32.5 million, or 65.5%, for 2021 compared to 2020. Average MPSV dayrates were $40,245 for 2021 compared to $35,347 for 2020. Our MPSV utilization was 46.7% for 2021 compared to 32.0% for 2020. Our MPSVs incurred an aggregate downtime of 206 days for regulatory drydockings and were stacked for an aggregate of 1,137 days during 2021. During 2020, our MPSVs incurred an aggregate downtime of 43 days for regulatory drydockings and were stacked for an aggregate of 1,066 days. Excluding stacked vessel days, our active MPSV utilization was 63.0% and 42.3% during 2021 and 2020, respectively. Domestic vessel revenues for 2021 increased $57.5 million, or 59.2%, from 2020 primarily due to improved market conditions for our vessels operating in the U.S. GoM. Foreign vessel revenues increased $11.7 million, or 24.2%, due to improved market conditions for vessels operating in Mexico and Trinidad during 2021. Foreign vessel revenues for 2021 comprised 27.9% of our total vessel revenues compared to 33.2% for 2020.

Non-vessel revenues for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $41.6 million, $12.8 million and $26.3 million, respectively. The year-over-year increase in non-vessel revenues was primarily due to higher revenues earned from vessel management services during 2021 compared to 2020. Our non-vessel revenues primarily include our O&M contract with the U.S. Navy, revenues from our HOS Port facilities, and other vessel management services.

*Operating Expenses.* Operating expenses for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $142.8 million, $39.6 million and $90.7 million, respectively. Operating expenses increased year-over-year primarily due to an increase in domestic mariner wages, vessel recertifications and related maintenance and repair costs and an increase in costs of sales to meet customer charter requirements, which was ultimately recovered in the agreed upon charter dayrate.

*Depreciation and Amortization*. Depreciation and amortization expense for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $18.4 million, $5.0 million and $78.6 million, respectively. Depreciation expense in 2021 decreased compared to 2020 primarily due to a significant reduction in vessel carrying values recognized as of September 4, 2020 resulting from the application of fresh-start accounting. As part of the application of fresh-start accounting, the Company also removed the carrying values of its previously deferred recertification costs, which resulted in lower amortization expense for 2021.

*General and Administrative Expense.* G&A expense for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) was $40.6 million, $11.6 million and $33.3 million, respectively. The year-over-year decrease in G&A expense was primarily attributable to lower incentive compensation expense in 2021.

*Stock-Based Compensation Expense.* Stock-based compensation expense for the years ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $3.4 million, $1.5 million, and $2.0 million, respectively. In the third quarter of 2020, the incentive compensation plan of the Predecessor was terminated on the Effective Date and all awards that were outstanding under such plan were cancelled. Upon emergence from bankruptcy, the Company established the 2020 Management Incentive Plan and issued new stock-based awards.

*Restructuring Costs.* Restructuring costs for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through

September 4, 2020 (Predecessor) were $0.0 million, $0.0 million and $34.5 million, respectively. The restructuring costs incurred during 2020 were primarily attributable to professional fees related to our balance sheet restructuring incurred prior to filing for Chapter 11 bankruptcy on May 19, 2020.

*Gain on Sale of Assets.* Gain on sale of assets for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $2.7 million, $0.0 million and $0.0 million, respectively. The gain on sale of assets for the year ended December 31, 2021, represents gains of $2.2 million from vessel sales and $0.5 million from sales of other non-vessel assets.

*Operating Income (Loss).* Operating income (losses) for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $53.8 million, $6.1 million and $(118.2) million, respectively. Operating income increased by $165.9 million during 2021 compared to 2020 for the reasons discussed above for Revenues, Depreciation and Amortization, and Restructuring Costs. Operating income as a percentage of revenues was 21.0% for 2021. Operating loss as a percentage of revenues was 60.7% for 2020.

*Interest Expense.* Interest expense for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) was $35.8 million, $10.8 million and $40.5 million, respectively. Amounts for the year ended December 31, 2021 (Successor) and the period from September 4, 2020 through December 31, 2020 (Successor) include payment-in-kind interest of $29.3 million and $9.0 million, respectively. As a result of the Company's bankruptcy proceedings, our long-term debt was restructured and reduced by $889.3 million resulting in lower interest expense for 2021. On May 19, 2020, the Company ceased recording interest expense related to our 2020 senior notes, 2021 senior notes, first-lien term loans, second-lien term loans and senior credit facility from and after that date. Interest expense for the first-lien term loans was recorded in Reorganization items, net.

*Interest Income.* Interest income for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) was $0.5 million, $0.1 million and $0.9 million, respectively. Interest income for 2021 was $0.5 million lower than 2020. Our average cash balance increased to $117.8 million during 2021 compared to $110.9 million during 2020. The average interest rate earned on our invested cash balances was 0.4% and 0.7% during 2021 and 2020, respectively. The increase in average cash balance was primarily due to improved operating results in 2021 and net cash proceeds received in December 2021 from the preemptive rights offering and Replacement First Lien Term Loans.

*Fair Value Adjustment of Liability-Classified Warrants.*Fair value adjustment of liability-classified warrants for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) was $15.2 million, $0.0 million and $0.0 million respectively. Creditor Warrants were issued upon the Company's emergence from Chapter 11 bankruptcy on September 4, 2020, and we have since recorded a quarterly mark-to-market adjustment beginning with the quarter ended December 31, 2020. Prior to the issuance of these Creditor Warrants, the Company did not have any issued or outstanding liability-classified warrants. Based on a third party valuation analysis as of December 31, 2021, the estimated fair value of the outstanding Creditor Warrants increased year-to-date by $9.52 per warrant.

*Reorganization Items, Net.* Reorganization items, net for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) were $0.0 million, $4.0 million and $1,128.3 million, respectively. These costs were primarily attributable to the gain on settlement of liabilities subject to compromise and the fresh-start accounting adjustments to record the carrying values of assets and liabilities on our books at their fair values as of the Effective Date.

*Other Income, Net.* Other income, net for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) was $1.6 million, $0.0 million and $0.0 million respectively. Other income increased year-over-year due to the receipt of a $1.0 million negotiated payment from Astromaritima Navegação S.A. as final settlement of a Brazilian arbitration procedure.

*Income Tax Expense (Benefit).* Our effective income tax expense (benefit) rate was 33.9% and (10.3)% for 2021 and the same combined Predecessor and Successor period in 2020, respectively. The Company's income tax expense in 2021 reflects its foreign tax liabilities as of December 31, 2021. Since its emergence from bankruptcy, the Company has been in a net deferred tax asset position and has offset its deferred tax benefit with a valuation allowance, as required in certain circumstances by GAAP. Prior to the Effective Date, the Company was in a net deferred tax liability position and was thus able to record deferred tax benefits.

*Net Income (Loss).* Net income (loss) for the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor) was $3.0 million, $(9.9) million and $(1,154.5) million, respectively. This favorable variance in net income was primarily due to the explanations provided above for Revenues, Depreciation and Amortization, Restructuring Costs and Reorganization Items, Net.

**Non-GAAP Financial Measures**

We disclose and discuss EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow as non-GAAP financial measures in this prospectus. We define EBITDA as earnings (net income or loss) before interest, income taxes, depreciation and amortization. Adjusted EBITDA reflects certain adjustments to EBITDA for gains or losses on early extinguishment of debt, terminated debt refinancing costs, stock-based compensation expense and interest income. In addition, Adjusted EBITDA excludes non-cash gains or losses on the fair value adjustment of liability-classified warrants, as well as restructuring costs and reorganization items, net related to the Company's voluntary relief in 2020 under Chapter 11 of the U.S. Bankruptcy Code and the application of fresh-start accounting under ASC 852, *Reorganizations*. We define Adjusted Free Cash Flow as Adjusted EBITDA less cash paid for deferred drydocking charges, maintenance capital improvements and non-vessel capital expenditures, cash paid for interest and cash paid for (refunds of) income taxes. Our measures of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow may not be comparable to similarly titled measures presented by other companies. Other companies may calculate EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow differently than we do, which may limit their usefulness as comparative measures.

We view EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow primarily as liquidity measures and, as such, we believe that the GAAP financial measure most directly comparable to those measures is cash flows provided by operating activities. Because EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are not measures calculated in accordance with GAAP, they should not be considered in isolation or as a substitute for operating income, net income or loss, cash flows provided by operating, investing and financing activities, or other income or cash flow statement data prepared in accordance with GAAP. Additionally, Adjusted Free Cash Flow does not represent the total increase or decrease in our cash balance, and it should not be inferred that the entire amount of Adjusted Free Cash Flow is available for dividends, debt or share repurchases or other discretionary expenditures, since we have non-discretionary expenditures that are not deducted from this measure.

EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are widely used by investors and other users of our financial statements as supplemental financial measures that, when viewed with our GAAP results and the accompanying reconciliations, we believe provide additional information that is useful to gain an understanding of the factors and trends affecting our ability to service debt, pay taxes and fund drydocking charges, maintenance capital improvements and non-vessel capital expenditures. We also believe the disclosure of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow helps investors or lenders meaningfully evaluate and compare our cash flow generating capacity from quarter to quarter and year to year.

EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow are also financial metrics used by management as supplemental internal measures for planning and forecasting overall expectations and for evaluating actual results against such expectations; for short-term cash bonus incentive compensation purposes; to compare to the EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow of other companies when evaluating potential acquisitions; and to assess our ability to service existing fixed charges and incur additional indebtedness. Additionally, we have historically made certain adjustments to EBITDA to internally evaluate our performance based on the computation of ratios used in certain financial covenants of our credit agreements with various lenders, whenever applicable. Currently, the Company's Second Lien Credit Agreement includes an incurrence test for the issuance of unsecured debt. The test requires a fixed charge coverage ratio of at least 2.0 to 1.0 at the time any unsecured debt is incurred. The fixed charge coverage ratio is calculated using certain adjustments to EBITDA defined by the Second Lien Credit Agreement, which adjustments are consistent with those reflected in Adjusted EBITDA in this prospectus. In addition, we believe that, based on covenants in prior credit facilities, future debt arrangements may require compliance with certain ratios that will likely include EBITDA or Adjusted EBITDA in the computations. Adjusted EBITDA is also currently utilized in connection with the Company's short-term cash bonus incentive compensation programs.

The following tables reconcile cash flows provided by (used in) operating activities to EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow, as we define those terms, for the nine months ended September 30, 2023, and 2022 and the year ended December 31, 2022 (Successor), the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively (in thousands):

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| *(dollars in thousands)* | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **EBITDA Reconciliation to GAAP:** | | | | | | |
| Net cash flows provided by (used in) operating activities | $ 114,714 | $ 68,192 | $ 112,967 | $ 49,611 | $ (5,975) | $ (77,885) |
| Cash paid for deferred drydocking charges | 20,939 | 16,118 | 19,114 | 14,113 | 86 | 9,304 |
| Cash paid for interest | 25,692 | 5,417 | 8,868 | 8,467 | 1,731 | 14,781 |
| Cash paid for (refunds of) income taxes | 5,815 | 129 | 474 | 2,399 | 463 | (3,930) |
| Changes in operating assets and liabilities | (2,136) | 33,503 | 38,738 | (560) | 12,328 | (1,108,267) |
| Stock-based compensation expense | (17,270) | (3,468) | (5,330) | (3,372) | (1,503) | (1,969) |
| Amortization of deferred contract-specific costs of sales | (753) | — | — | — | — | — |
| Fair value adjustment of liability-classified warrants | (26,588) | (24,404) | (41,408) | (15,150) | 7 | — |
| Loss on early extinguishment of debt, net | (1,236) | (42) | (44) | — | — | (4,236) |
| Gain on sale and disposal of assets | 2,667 | 14,544 | 21,837 | 2,679 | — | — |
| EBITDA | $ 121,844 | $ 109,989 | $ 155,216 | $ 58,187 | $ 7,137 | $(1,172,202) |

| *(dollars in thousands)* | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Adjusted EBITDA Reconciliation to GAAP:** | | | | | | |
| Net cash flows provided by (used in) operating activities | $ 114,714 | $ 68,192 | $ 112,967 | $ 49,611 | $ (5,975) | $ (77,885) |
| Cash paid for deferred drydocking charges | 20,939 | 16,118 | 19,114 | 14,113 | 86 | 9,304 |
| Cash paid for interest | 25,692 | 5,417 | 8,868 | 8,467 | 1,731 | 14,781 |
| Cash paid for (refunds of) income taxes | 5,815 | 129 | 474 | 2,399 | 463 | (3,930) |
| Changes in operating assets and liabilities | (2,136) | 33,503 | 38,738 | (560) | 12,328 | (1,108,267) |
| Amortization of deferred contract-specific costs of sales | (753) | — | — | — | — | — |
| Interest income | 7,821 | 1,294 | 2,832 | 510 | 77 | 944 |
| Gain on sale and disposal of assets | 2,667 | 14,544 | 21,837 | 2,679 | — | — |
| Restructuring costs | — | — | — | — | — | 34,491 |
| Reorganization items, net | — | — | — | — | 4,040 | 1,128,314 |
| Terminated debt refinancing costs | 3,673 | — | — | — | — | — |
| Adjusted EBITDA | $ 178,432 | $ 139,197 | $ 204,830 | $ 77,219 | $ 12,750 | $ (2,248) |
| **Adjusted Free Cash Flow Reconciliation to GAAP:** | | | | | | |
| Net cash flows provided by (used in) operating activities | $ 114,714 | $ 68,192 | $ 112,967 | $ 49,611 | $ (5,975) | $ (77,885) |
| Cash paid for maintenance capital improvements | (5,318) | (3,617) | (3,762) | (3,826) | (677) | (264) |
| Cash paid for non-vessel capital expenditures | (983) | (1,101) | (1,328) | (688) | — | (88) |
| Changes in operating assets and liabilities | (2,136) | 33,503 | 38,738 | (560) | 12,328 | (1,108,267) |
| Amortization of deferred contract-specific costs of sales | (753) | — | — | — | — | — |
| Interest income | 7,821 | 1,294 | 2,832 | 510 | 77 | 944 |
| Gain on sale and disposal of assets | 2,667 | 14,544 | 21,837 | 2,679 | — | — |
| Restructuring costs | — | — | — | — | — | 34,491 |
| Reorganization items, net | — | — | — | — | 4,040 | 1,128,314 |
| Terminated debt refinancing costs | 3,673 | — | — | — | — | — |
| Adjusted Free Cash Flow | $ 119,685 | $ 112,815 | $ 171,284 | $ 47,726 | $ 9,793 | $ (22,755) |

The following table provides the detailed components of EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow as we define those terms, for the nine months ended September 30, 2023 and 2022, and the year ended December 31, 2022 (Successor), the year ended December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively (in thousands):

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Components of EBITDA:** | | | | | | |
| Net income (loss) | $ 46,951 | $ 58,907 | $ 80,762 | $ 2,987 | $ (9,859) | $(1,154,547) |
| Interest, net | | | | | | |
| Debt obligations | 32,609 | 29,686 | 41,172 | 35,794 | 10,750 | 40,460 |
| Interest income | (7,821) | (1,294) | (2,832) | (510) | (77) | (944) |
| Total interest, net | $ 24,788 | $ 28,392 | 38,340 | 35,284 | 10,673 | 39,516 |
| Income tax expense (benefit) | 15,394 | 2,764 | 7,174 | 1,533 | 1,307 | (135,721) |
| Depreciation | 18,730 | 13,016 | 18,601 | 15,672 | 5,016 | 65,705 |
| Amortization | 15,981 | 6,910 | 10,339 | 2,711 | — | 12,845 |
| EBITDA | $ 121,844 | $ 109,989 | $ 155,216 | $ 58,187 | $ 7,137 | $(1,172,202) |
| Loss on early extinguishment of debt, net | 1,236 | 42 | 44 | — | — | 4,236 |
| Stock-based compensation expense | 17,270 | 3,468 | 5,330 | 3,372 | 1,503 | 1,969 |
| Interest income | 7,821 | 1,294 | 2,832 | 510 | 77 | 944 |
| Fair value of liability-classified warrants | 26,588 | 24,404 | 41,408 | 15,150 | (7) | — |
| Restructuring charges | — | — | — | — | — | 34,491 |
| Reorganization items, net | — | — | — | — | 4,040 | 1,128,314 |
| Terminated debt refinancing costs | 3,673 | — | — | — | — | — |
| Adjusted EBITDA | $ 178,432 | $ 139,197 | $ 204,830 | $ 77,219 | $ 12,750 | $ (2,248) |
| Cash paid for deferred drydocking charges[1] | (20,939) | (16,118) | (19,114) | (14,113) | (86) | (9,304) |
| Cash paid for maintenance capital improvements[1] | (5,318) | (3,617) | (3,762) | (3,826) | (677) | (264) |
| Cash paid for non-vessel capital expenditures[1] | (983) | (1,101) | (1,328) | (688) | — | (88) |
| Cash paid for interest | (25,692) | (5,417) | (8,868) | (8,467) | (1,731) | (14,781) |
| Cash refunds of (paid for) taxes | (5,815) | (129) | (474) | (2,399) | (463) | 3,930 |
| Adjusted Free Cash Flow | $ 119,685 | $ 112,815 | $ 171,284 | $ 47,726 | $ 9,793 | $ (22,755) |

(1) For additional information concerning these items, see "—Liquidity and Capital Resources—Capital Expenditures."

Set forth below are the material limitations associated with using EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow asnon-GAAP financial measures compared to cash flows provided by operating activities:

- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect the future capital expenditure requirements that may be necessary to replace our existing vessels upon expiration of their useful lives;
- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect the interest, future principal payments and other financing-related charges necessary to service the debt that we have incurred in acquiring and constructing our vessels;
- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect the deferred income taxes that we will eventually have to pay once we are no longer in an overall NOL carryforward position, as applicable; and
- EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow do not reflect changes in our net working capital position.

Management compensates for the above-described limitations in using EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow asnon-GAAP financial measures by only using EBITDA, Adjusted EBITDA and Adjusted Free Cash Flow to supplement our GAAP results.

**Liquidity and Capital Resources**

Our capital requirements have historically been financed with cash flows from operations, proceeds from issuances of our debt and common equity securities, borrowings under our revolving and term loan agreements and cash received from the sale of assets. We require capital to fund on-going operations, remaining commitments under the ECO Acquisitions #2, ongoing vessel newbuild and conversion projects, vessel recertifications, discretionary capital expenditures and debt service and may require capital to fund potential future vessel construction, retrofit or conversion projects, acquisitions, dividends, equity repurchases or the retirement of debt. We believe that existing cash and cash equivalents and anticipated positive cash flows from operations will be sufficient to support working capital, maintenance and growth capital expenditures and other cash requirements for at least the next 12 months and, based on our current expectations, for the foreseeable future thereafter.

In August 2023, the Company elected to fully repay the $68.7 million remaining principal balance of the Replacement First Lien Term Loans. As of September 30, 2023, we had $349.0 million of outstanding principal amount of Exit Second Lien Term Loans that mature in March 2026, inclusive of accumulated payment-in-kind interest through September 30, 2023. Given the Company’s current cash balance and healthy cash flow generation, we elected to begin paying full cash interest on the Exit Second Lien Term Loans during the second quarter of 2023. Effective September 4, 2023, the Exit Second Lien Term Loans formally converted to full cash-pay obligations with an annual interest rate of 8.25% based on our prevailing Total Leverage Ratio, which was below 3.0. The Second Lien Credit Agreement contains customary representations and warranties, covenants and events of default, but only one maintenance covenant, which is a $25.0 million minimum liquidity requirement. During 2023 and as of September 30, 2023, we were in compliance with all applicable financial covenants under our existing term loan agreements. The Company may voluntarily prepay, in whole or in part, any amount of the Exit Second Lien Term Loans without penalty prior to maturity.

As of September 30, 2023 and December 31, 2022, we had total cash and cash equivalents of $146.3 million and $217.3 million, respectively, and restricted cash of $1.2 million and $0.3 million, respectively.

***Cash Flows for the Periods Ended December 31, 2022, 2021 and 2020***

The following summarizes our cash flows for the year ended December 31, 2022 (Successor), December 31, 2021 (Successor), the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively.

*Operating Activities.* We rely primarily on cash flows from operations to provide working capital for current and future operations to fund payroll and incentive compensation for our vessel crews and shoreside employees, to supply, repair and maintain our vessels, service our debt obligations, pay taxes and insure our assets. Net cash provided by (used in) operating activities typically fluctuates according to the level of market activity and demand for our vessels for each period. Net cash provided by operating activities was $113.0 million and $49.6 million for the years ended December 31, 2022 and 2021, respectively. Net cash used in operating activities was $6.0 million, and $77.9 million for the period from September 5, 2020 through December 31, 2020 (Successor), and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively. Operating cash flows for the years ended December 31, 2022 and 2021 were favorably affected by improved market conditions for our vessels and substantially eliminated restructuring and reorganization costs compared to 2020. The $63.4 million growth in net cash provided by operating activities in 2022 was primarily the result of a substantial increase in cash receipts from customers driven by an 89% increase in vessel revenues due to significantly higher average dayrates for our OSVs and MPSVs. The $133.5 million increase in net cash provided by operating activities in 2021 was primarily the result of a substantial reduction in payments to vendors for professional services and to employees for retention bonuses associated with the Company's Chapter 11 Cases in 2020 combined with an increase in cash receipts from customers driven by a 48% increase in vessel revenues due to improved active utilization and slightly higher average dayrates for our OSVs and MPSVs in 2021.

*Investing Activities.* Net cash used in investing activities was $109.2 million and $4.1 million for the years ended December 31, 2022 and 2021, respectively. Net cash used in investing activities was $0.9 million and $4.4 million for the period from September 5, 2020 through December 31, 2020 (Successor) and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively. Net cash used in investing activities in 2022 is primarily attributable to vessel acquisitions, partially offset by proceeds from vessel sales. Net cash used in investing activities for the years ended December 31, 2021 and 2020 consisted primarily of capital improvements for active vessels operating in our fleet, partially offset by net proceeds from the sale of four low-spec vessels in 2021.

*Financing Activities.* Net cash provided by financing activities was $32.9 million and $37.6 million for the years ended December 31, 2022 and 2021. Net cash provided by financing activities was $0.0 million and $14.9 million for the period from September 5, 2020 through December 31, 2020 (Successor), and the period from January 1, 2020 through September 4, 2020 (Predecessor), respectively. Net cash provided by financing activities for the year ended December 31, 2022 primarily resulted from the proceeds received from the delayed draw term loans that were funded under the Replacement First Lien Term Loans, partially offset by a partial repayment of the Replacement First Lien Term Loans. Net cash provided by financing activities for the year ended December 31, 2021 primarily resulted from the proceeds received from the Replacement First Lien Term Loans and preemptive rights offering of equity, partially offset by the repayment of the exit first-lien term loans. Net cash provided by financing activities in 2020 primarily resulted from the proceeds received from the DIP facility and the rights offering of common stock and Jones Act Warrants (warrants issued by the Company in lieu of common stock entitling holders to purchase common stock at an exercise price of $0.00001 per share pursuant to the Plan) issued in exchange for $100 million of cash on the Effective Date in connection with the Plan, partially offset by the repayment of the senior credit facility and a portion of the DIP facility.

***Cash Flows for the Nine Months Ended September 30, 2023 and 2022***

The following summarizes our cash flows for the nine months ended September 30, 2023 and 2022, respectively.

*Operating Activities.* Net cash provided by operating activities was $114.7 million for the nine months ended September 30, 2023. Net cash provided by operating activities was $68.2 million for the nine months ended September 30, 2022. Operating cash flows for the first nine months of 2023 were favorably affected by an increase in active vessels along with improved market conditions resulting in increased cash receipts from customers driven by higher vessel dayrates and a 43% increase in vessel revenues compared to the prior-year period.

*Investing Activities*. Net cash used in investing activities was $109.9 million and $89.6 million for the nine months ended September 30, 2023 and 2022, respectively. Cash used during the first nine months of 2023 was primarily attributable to two vessels delivered from the ECO Acquisitions #1, two vessels delivered from the ECO Acquisitions #2, deposits paid for additional vessels to be delivered from the ECO Acquisitions #2 and the dual-use SOV/flotel conversion of one of the HOS Max 280 class DP-2 OSVs acquired from MARAD.

*Financing Activities.* Net cash used in financing activities was $75.8 million and $4.3 million for the nine months ended September 30, 2023 and 2022, respectively. Cash used in financing activities was primarily attributable to the repayment of the remaining principal balance of the Replacement First Lien Term Loans in the third quarter of 2023.

***Commitments and Contractual Obligations***

The following table and notes set forth our aggregate contractual obligations as of September 30, 2023 (in thousands):

| | Total | Less than 1 Year | 1-3 Years | 3-5 Years | Thereafter |
|---|---|---|---|---|---|
| **Contractual Obligations** | | | | | |
| Vessel purchase commitments[1] | $ 61,200 | $ 61,200 | $ — | $ — | $ — |
| MPSV newbuild program | 53,818 | 22,017 | 31,801 | — | — |
| SOV/flotel conversion | 37,812 | 18,906 | 18,906 | — | — |
| Exit Second Lien Term Loans[2] | 349,001 | — | 349,001 | — | — |
| Interest payments[3] | 72,942 | 29,193 | 43,749 | — | — |
| Non-cancellable leases | 34,447 | 6,257 | 6,364 | 5,828 | 15,998 |
| Total | $609,220 | $137,573 | $449,821 | $ 5,828 | $ 15,998 |

(1) Vessel purchase commitments reflect the remaining purchase price of the one vessel delivered in October 2023, the two vessels delivered in November 2023 and the one vessel expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could extend into early 2024. Amounts exclude deposits paid toward these vessels. Please see "—Capital Expenditures" below and Note 9 to our Annual Financial Statements and Note 5 to our Quarterly Financial Statements for further discussion regarding these vessel purchase commitments.

(2) Our Exit Second Lien Term Loans mature on March 31, 2026 and include $76.4 million of accumulatedpayment-in-kind interest.

(3) Effective September 4, 2023, the interest rate on the Exit Second Lien Term Loans is variable based on the Company's Total Leverage Ratio at each quarter-end. The amount reflected in this table is consistent with the current 8.25% fixed interest rate applicable to the Company's Total Leverage Ratio as of September 30, 2023. Please see Note 10 to our Annual Financial Statements and Note 6 to our Quarterly Financial Statements for further discussion of the interest rate applicable to the Exit Second Lien Term Loans.

***Contracted Backlog***

Our total contracted backlog was $659.3 million as of October 31, 2023, which we calculate with the dayrates of contracted vessel days multiplied by the contracted days for such vessels. In certain contracts, the dayrate may be reduced to zero if, for example, repairs extend beyond a stated period of time. The contractual revenue we ultimately receive may be lower than the contracted backlog due to a number of factors, including vessel downtime or suspension of operations. The actual dayrate may be lower than the contractual operating dayrate assumed in the contracted backlog described above because a down-time (such as waiting on weather) rate, repair rate, standby rate or force majeure rate may apply under certain circumstances. Our total contracted backlog includes only firm commitments and certain contracted option periods, which are represented by signed contracts or, in some cases, other definitive agreements awaiting contract execution.

***Debt Agreements***

As of September 30, 2023, the Company had the following outstanding debt (in thousands, except effective interest rate):

| | Total Debt[1] | Effective Interest Rate | Cash Interest Payments[2] | Payment Dates |
|---|---|---|---|---|
| Exit Second Lien Term Loans | $ 349,001 | 8.25% | $ 8,558 | March 31, June 30, September 30, December 31 |
| | $ 349,001 | | | |

(1) The outstanding principal balance on the Exit Second Lien Term Loans includes accumulated payment-in-kind interest as of September 30, 2023.
(2) Effective September 4, 2023, the interest rate on the Exit Second Lien Term Loans is variable based on the Company's Total Leverage Ratio at each quarter-end. The amount reflected in this table is consistent with the current 8.25% fixed interest rate applicable to the Company's Total Leverage Ratio as of September 30, 2023. Please see Note 10 to our Annual Financial Statements and Note 6 to our Quarterly Financial Statements for further discussion of the interest rate applicable to the Exit Second Lien Term Loans.

*Exit Second Lien Term Loans*

On the Effective Date, we entered into that certain second lien term loan credit agreement (as amended pursuant to that certain Amendment No. 1 to Second Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement, dated December 22, 2021, as further amended pursuant to that certain Second Amendment to Second Lien Credit Agreement, dated June 6, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), with Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders from time to time party thereto. The initial aggregate principal amount of the initial term loans under the Second Lien Credit Agreement were $287,577,193.66.

The Exit Second Lien Term Loans mature in March 2026 and the borrowings bear interest at a cash interest only rate or, until September 4, 2023, a cash interest plus paid-in-kind ("PIK") rate, at the Company's option, as follows:

- From the Effective Date and until September 4, 2022, at (i) a cash interest only rate of 9.25% per annum or (ii) a cash interest plus PIK rate, comprised of 1.00% per annum cash interest plus 9.50% per annum PIK interest;
- From September 4, 2022 and until September 4, 2023, at (i) a cash interest only rate of 10.25% per annum or (ii) a cash interest plus PIK rate, comprised of 2.50% per annum cash interest plus 9.00% per annum PIK interest; and
- From and after September 4, 2023, (i) if the total leverage ratio is greater than or equal to 3:00 to 1:00, then at a cash interest only rate of 10.25% per annum and (ii) if the total leverage ratio is less than 3:00 to 1:00, then at a cash interest only rate of 8.25% per annum.

In the second quarter of 2023, we elected to stop accruing payment-in-kind interest and began cash paying the interest on the Exit Second Lien Term Loans. Effective September 4, 2023, the Exit Second Lien Term Loans converted to full cash-pay obligations with an annual interest rate of 8.25% based on our prevailing Total Leverage Ratio, which was below 3.0.

As of September 30, 2023, we had $349.0 million in outstanding principal amount of Exit Second Lien Term Loans (including accumulated PIK interest) under the Second Lien Credit Agreement. Total interest

expense relating to the Exit Second Lien Term Loans, including PIK interest, amortization and write off of debt issuance costs and unutilized commitment fees, for the nine months ended September 30, 2023 and the years ended December 31, 2022 and 2021 was $26.6 million, $35.4 million and $32.6 million, respectively.

*Replacement First Lien Term Loans*

On the Effective Date, we entered into that certain first lien term loan credit agreement (as amended and restated pursuant to that certain Amendment No. 1 to First Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement, dated December 22, 2021, as further amended pursuant to that certain First Amendment to Restated First Lien Credit Agreement, dated June 6, 2022, as further amended pursuant to that certain Interest Rate Replacement Index Agreement and Second Amendment to First Lien Credit Agreement, dated July 27, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), with Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders from time to time party thereto. The initial aggregate principal amount of the initial term loans under the First Lien Credit Agreement (the "Existing Initial Term Loans") were $18,654,713.86. In connection with the First Lien Credit Agreement, certain lenders agreed to make additional first lien term loans in an aggregate principal amount of $37,500,000 and delayed draw term loans in an aggregate principal amount of $37,500,000, the proceeds of which were applied to, among other things, repay in full the outstanding principal amount of the Existing Initial Term Loans.

On August 31, 2023, we repaid the full $68.7 million outstanding principal balance of the Replacement First Lien Term Loans and terminated the First Lien Credit Agreement. As a result, the Company incurred a $1.2 million loss on early extinguishment of debt; most of which related to the write-off of deferred issuance costs and original issue discount.

***Capital Expenditures***

The following table summarizes the costs incurred for the purposes set forth below for the nine months ended September 30, 2023 and 2022, for the years ended December 31, 2022 and 2021, for the period from September 5, 2020 to December 31, 2020 (Successor) and for the period from January 1, 2020 to September 4, 2020 (Predecessor) (in thousands):

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Capital Expenditures:** | | | | | | |
| *Growth Capital Expenditures*[1][2] | | | | | | |
| ECO Acquisitions #1 | $ 27,256 | $ 48,742 | $ 60,848 | $ — | $ — | $ — |
| ECO Acquisitions #2 | 43,502 | — | — | — | — | — |
| MPSV newbuild program | — | — | — | — | — | — |
| MARAD acquisition | 8,498 | 43,704 | 55,199 | — | — | — |
| OSV Newbuild Program #5 | — | — | — | — | 7 | 783 |
| | 79,256 | 92,446 | 116,047 | — | 7 | 783 |

| | Successor | | | | | Predecessor |
|---|---|---|---|---|---|---|
| | Nine Months Ended September 30, 2023 | Nine Months Ended September 30, 2022 | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| *Maintenance Capital Expenditures* | | | | | | |
| Deferred drydocking charges | 20,939 | 16,118 | 19,114 | 14,113 | 86 | 9,304 |
| Maintenance capital improvements | 5,318 | 3,617 | 3,762 | 3,826 | 677 | 264 |
| | 26,257 | 19,735 | 22,876 | 17,939 | 763 | 9,568 |
| *Commercial Capital Expenditures*[2] | 27,183 | 7,719 | 10,945 | 2,755 | 227 | 3,310 |
| *Non-vessel Capital Expenditures* | 983 | 1,101 | 1,328 | 688 | — | 88 |
| Total | $ 133,679 | $ 121,001 | $ 151,196 | $ 21,382 | $ 997 | $ 13,749 |

(1) Includes the purchase price of constructed or acquired vessels, plus the costs incurred to place such vessels into active service, as necessary.
(2) Amounts include associated capitalized interest, as applicable.

*Growth Capital Expenditures*

Growth capital expenditures are expenditures undertaken by the Company to expand our fleet of vessels through acquisition or newbuild construction. Growth capital expenditures typically include the purchase price of acquired vessels, as well as the costs incurred to ready such vessels for active service, and the construction costs of newbuild vessels, inclusive of capitalized interest.

On January 10, 2022, the Company entered into definitive vessel purchase agreements with certain affiliates of ECO to acquire up to ten high-spec, 280 class DP-2 OSVs for an aggregate price of $130.0 million. In November 2022, ECO exercised an option to terminate the vessel purchase agreements relating to the last four vessels. ECO refunded initial deposits of $1.5 million in the aggregate and paid an additional amount equal to such deposits as a termination fee. After accounting for such terminations and certain purchase price adjustments, the aggregate purchase price for the ECO Acquisitions #1 was $82.4 million. Pursuant to the purchase agreements, final payment and the transfer of ownership of each of the vessels occurred on the date of delivery and acceptance for such vessel following the completion of reactivation and regulatory drydockings by ECO. The Company took delivery of the first four vessels between May and December 2022. The Company took delivery of the remaining two vessels from ECO in April and August 2023, respectively.

As of September 30, 2023, the Company had paid $82.2 million on the original purchase price and $1.7 million in purchase price adjustments associated with discretionary enhancements of the ECO Acquisitions #1 vessels, prior to the effect of the $1.5 million termination fee paid by ECO. In addition, the Company had incurred $4.2 million of costs associated with additional outfitting of the six vessels through the third quarter of 2023. The Company expects to incur an additional $0.6 million related to post-closing modifications of the sixth vessel during the fourth quarter of 2023.

On February 4, 2022, the Company completed the acquisition of three high-spec OSVs from the U.S. Department of Transportation's Maritime Administration, or MARAD, for an aggregate price of $37.2 million. All three vessels are U.S.-flagged, Jones Act-qualified, 280 class DP-2 OSVs with cargo-carrying capacities of circa 4,500 DWT. In September 2022, the Company placed two of these vessels into service for immediate time

charters in the U.S. GoM. Since taking physical delivery of the vessels from MARAD, and as of September 30, 2023, the Company has incurred approximately $26.5 million for the reactivation and regulatory drydockings of all three vessels. The Company has also contracted with a U.S. shipyard to convert the third vessel into a dual-use SOV/flotel as discussed below under "—Commercial Capital Expenditures."

On December 22, 2022, the Company executed a controlling purchase agreement with Nautical. Pursuant to the controlling purchase agreement, the Company subsequently entered into separate, individual vessel purchase agreements to acquire six high-spec OSVs from Nautical for $17.0 million per vessel. The Nautical vessels are U.S.-flagged, Jones Act-qualified, 280 class DP-2 OSVs with cargo-carrying capacities of circa 4,750 DWT. Nautical is required to complete regulatory drydocking and reactivation activities for each vessel prior to closing. Payment of 10% of the purchase price for each vessel has been paid upon arrival of such vessel to the shipyard and the remaining 90% has been or will be paid at closing and delivery of each vessel. The closing of the first five vessel purchases occurred one at a time in serial deliveries and delivery of the sixth vessel is expected to be completed by December 31, 2023, but due to supply chain constraints such delivery could extend into early 2024. In addition to the aggregate purchase price of $102.0 million, the Company expects to incur an additional $9.3 million related to the outfitting and discretionary enhancement of these six vessels.

During the third quarter of 2023, the Company took delivery of the first two vessels and paid $15.3 million each for the remaining 90% of the original purchase price and $0.2 million per vessel for purchase price adjustments related to discretionary enhancements completed in the shipyard by Nautical. As of September 30, 2023, the Company had paid $40.8 million toward the original purchase price and $0.4 million in purchase price adjustments associated with discretionary enhancements for the ECO Acquisitions #2 vessels. In addition, the Company had incurred $2.3 million of costs associated with additional outfitting of the six vessels through the third quarter of 2023.

In October 2023, the Company took delivery of the third vessel and paid $15.3 million for the remaining 90% of the original purchase price and $0.1 million for purchase price adjustments related to discretionary enhancements. As of October 31, 2023, the Company expected to incur the remaining purchase price of $45.9 million and $6.9 million related to additional outfitting and discretionary enhancements during the fourth quarter of 2023 with respect to the two vessels delivered in November 2023 and assuming the remaining one vessel is delivered by December 31, 2023.

In October 2023, the Company entered into a final settlement agreement with the Surety and Gulf Island. Pursuant to the settlement agreement, Gulf Island released all claims asserted against the Company and the Company released its claims against Gulf Island and the Surety. Further, the Surety agreed to take over and complete the construction of the two U.S.-flagged, Jones Act-qualified, HOS 400 class MPSVs at a shipyard acceptable to the Company. The Company is obligated to pay only the remaining portion of the original shipyard contract price for the two MPSVs, which amounts to $53.8 million in the aggregate. The Surety is required to cure all defaults of Gulf Island and pay all completion costs in excess of the $53.8 million remaining contract price, excluding approved change orders. The Company expects to incur an additional $30.0 million in the aggregate for discretionary enhancements to add secondary cranes to both vessels. Pursuant to the settlement, the Surety is required to deliver both MPSVs in 2025.

*Maintenance Capital Expenditures*

Maintenance capital expenditures consist of deferred drydocking charges, which are capitalized to Deferred Charges on the consolidated balance sheet, and maintenance capital improvements, which are capitalized to Property, Plant and Equipment on the consolidated balance sheet.

Our vessels are required by regulation to be recertified after certain periods of time. These recertification costs are incurred while the vessel is in drydock where other routine repairs and maintenance are performed and, at times, major replacements and improvements are performed. We expense routine repairs and maintenance as

they are incurred. We elect to defer and amortize recertification costs, or deferred drydocking charges, over the length of time that the recertification is expected to last, which is generally 30 months on average. Deferred drydocking charges vary year-to-year depending on the number of vessels with expiring certifications in a given year. The Company completed 16, 14, and five recertification drydockings in 2022, 2021 and 2020, respectively, and has completed 13 recertification drydockings through the nine months ended September 30, 2023. The Company plans to commence nine additional recertification drydockings during the fourth quarter of 2023, with six of the drydockings expected to be completed by December 31, 2023.

Maintenance capital improvements include major replacements of or improvements to vessel systems, structures and equipment to enhance operability or extend the vessel's useful life. The costs of such improvements are typically capitalized and depreciated over the vessel's remaining useful life. Variability in maintenance capital improvements year-to-year is primarily driven by the number of required recertification drydockings in a given year as the Company utilizes the downtime during the planned shipyard event as an opportunity to complete the discretionary vessel improvements.

*Commercial Capital Expenditures*

Commercial capital expenditures represent vessel-related expenditures incurred to retrofit, convert or modify a vessel's systems, structures or equipment to enhance functional capabilities and improve marketability or to meet certain commercial requirements. Examples of commercial capital expenditures include the addition of cranes, ROVs, helidecks, living quarters, and other specialized vessel equipment. Recovery of the related costs are typically included in and offset, in whole or in part, by higher dayrates charged to customers in a lump sum payment or over time. Commercial capital expenditures for improvements that are intended to be permanent to the vessel are typically capitalized and depreciated over the vessel's remaining useful life. Modifications or improvements of a temporary nature that are completed for a specific commercial contract are deferred as a direct contract cost and amortized over the term of such contract.

In July 2023, the Company announced that it had contracted Eastern Shipbuilding Group, Inc. to convert one of its U.S.-flagged, Jones Act-qualified, HOSMAX 280 class DP-2 OSVs acquired from MARAD into a dual-use SOV/flotel to meet the growing demand of the U.S. offshore wind market, as well as to serve the demands of the petro-energy flotel market. The Company has incurred $17.8 million, excluding capitalized interest, through September 30, 2023 and expects to spend an additional $59.0 million for the SOV/flotel conversion, which is currently expected to be completed by mid-year 2025.

*Non-Vessel Capital Expenditures*

Non-vessel capital expenditures primarily relate to fixed asset additions or improvements related to our port facility, office locations, information technology, non-vessel property, plant and equipment or other shoreside support initiatives.

**Critical Accounting Estimates**

Our Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States. In many cases, the accounting treatment of a particular transaction is specifically dictated by GAAP. In other circumstances, we are required to make estimates, judgments and assumptions that we believe are reasonable based upon available information. We base our estimates and judgments on historical experience and various other factors that we believe are reasonable based upon the information available. Actual results may differ from these estimates under different assumptions and conditions. We believe the following significant accounting policies, discussed further in the notes to our consolidated Financial Statements, involve estimates that are inherently more subjective.

*Revenue Recognition*. The services that are provided by the Company represent a single performance obligation under its contracts that are satisfied at a point in time or over time. Revenues are earned primarily by

(1) chartering the Company's vessels, including the operation of such vessels, (2) providing vessel management services to third party vessel owners, and (3) providing shore-based port facility services, including rental of land. Revenues associated with performance obligations satisfied over time are recognized on a daily basis throughout the contract period.

Typically, our application of ASC 606, *Revenue from Contracts with Customers* does not require significant judgment as the vast majority of our contracts provide a specific daily rate as the transaction price for each day of service provided for our customers' benefit. Occasionally, we are required to apply judgment in the determination and allocation of the transaction price over the performance period of our vessel charters in circumstances when the contract contains multiple daily rates or includes a lump-sum payment from the customer for certain activities such as vessel mobilizations, demobilizations or modifications. Should our judgments and estimates regarding the transaction price, representing the amount of consideration to which we expect to be entitled for services transferred to the customer, and the performance period, representing the period over which our performance obligation will be satisfied, change during the term of a contract, it could have a material effect on our results of operations for the applicable periods. The Company has not incurred a material adjustment to revenues as a result of changes in its estimates and assumptions associated with customer contracts during the nine months ended September 30, 2023 or during the years ended December 31, 2022, 2021 or 2020. Please see further discussion regarding revenues generated from contracts with customers in Note 4 to our Annual Financial Statements and Note 3 to our Quarterly Financial Statements.

*Allowance for Doubtful Accounts.* Our customers are primarily national oil companies, major and independent, domestic and international, oil and gas and oilfield service companies. Our customers are granted credit on a short-term basis and related credit risks are considered minimal. We usually do not require collateral. We provide an estimate for uncollectible accounts based primarily on management's judgment. Management uses the relative age of receivable balances, historical losses, current economic conditions and individual evaluations of each customer to make adjustments to the allowance for doubtful accounts. Our historical losses have not been significant. However, because amounts due from individual customers can be significant, future adjustments to the allowance can be material if one or more individual customer's balances are deemed uncollectible.

*Liability-Classified Warrants.* Common stock warrants are accounted for as either equity instruments or liabilities depending on the specific terms of the applicable warrant agreement. The Company's outstanding Creditor Warrants are currently classified as liabilities pursuant to ASC 815, *Derivatives and Hedging*. Warrants that are classified as liabilities are recorded at their estimated fair value on a recurring basis at each balance sheet date. To estimate the fair value of the Creditor Warrants, the Company, assisted by third-party valuation advisors, uses a Black-Scholes model, which utilizes the following input assumptions at the applicable valuation date: (i) the current estimated fair value of the underlying common stock based on a controlling interest equity valuation, (ii) the exercise price, (iii) the contractual expiry term, (iv) an estimated equity volatility based on the historical asset and equity volatilities of comparable publicly traded companies, (v) a term-matched risk-free rate based on the U.S. Treasury separate trading of registered interest and principal securities (STRIPS) yield, and (vi) an expected dividend yield. The Company's third-party valuation advisors estimate the fair value of the underlying common stock using the income approach and the market approach with each equally weighted. The income approach involves the use of various judgmental assumptions including the use of prospective financial information, the weighted average cost of capital and the estimated terminal value of the Company. The fair value of the Creditor Warrants falls within Level 3 of the hierarchy as there is currently no active trading market and certain inputs of the Black-Scholes model are not observable or corroborated by available market data. Based on the lack of trading history of our privately-held equity, the Company currently considers the estimated fair value of its common stock to be the most critical assumption in the determination of the fair value of the Creditor Warrants. As of September 30, 2023 and December 31, 2022, every one-dollar change in the estimated fair value per share of the underlying common stock would have an approximate $1.5 million impact on the estimated fair value of the Creditor Warrants.

Changes in the estimated fair value of our liability-classified warrants are recognized as a non-cash gain or loss on the consolidated statements of operations. All outstanding warrants are reassessed each reporting period

to determine whether their classification continues to be appropriate. Please see further discussion of the inputs and assumptions related to the fair value estimates of our liability-classified warrants in Note 11 to our Annual Financial Statements and Note 7 to our Quarterly Financial Statements.

*Stock-Based Compensation Expense.* Stock-based compensation awards are accounted for in accordance with ASC 718,*Compensation – Stock Compensation,* which requires all share-based payments to the Company's employees and directors to be recognized in the consolidated financial statements based on their fair values. The fair value of the underlying common stock is based upon a valuation of the Company's equity developed with the assistance of third-party valuation experts using a combination of income and market approaches as of the appropriate measurement date. The Company recognizes compensation expense on a straight-line basis over the applicable vesting period of stock-based awards that are ultimately expected to vest. Forfeitures are recognized during the period in which they actually occur. Please see further discussion regarding our stock-based compensation in Note 12 to our Annual Financial Statements and Note 8 to our Quarterly Financial Statements.

*Income Taxes.* We follow accounting standards for income taxes that require the use of the liability method of computing deferred income taxes. Under this method, deferred income taxes are provided for the temporary differences between the financial reporting basis and the tax basis of our assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The assessment of the realization of deferred tax assets, particularly those related to NOL carryforwards and foreign tax credit, or FTC, carryforwards, is based on the weight of all available evidence, both positive and negative, including future reversals of deferred tax liabilities. Due to a cumulative three-year book loss, ASC 740 precludes us from using projected operating results in determining the realization of deferred tax assets. We are using the existing taxable temporary differences that will reverse and create taxable income in the future to determine the realizability of these NOL and FTC carryforwards. We have valuation allowances of $246.4 million and $272.1 million recorded against our deferred tax assets as of December 31, 2022 and 2021, respectively. Such valuation allowances were established because we determined that it was more likely than not such NOL and FTC carryforwards may not be fully utilized prior to their expiration. In addition, each reporting period, we assess and adjust for any significant changes to our liability for unrecognized income tax benefits. We account for any interest and penalties relating to uncertain tax positions in G&A expenses. We have made an accounting policy election to account for global intangible low-taxed income, or GILTI, in the year the tax is incurred. Please see further discussion regarding income taxes in Note 14 to our Annual Financial Statements and Note 9 to our Quarterly Financial Statements.

*Legal Contingencies*. We are involved in a variety of claims, lawsuits, investigations and proceedings, as described in Notes 7, 16, and 22 to our Annual Financial Statements. We determine whether an estimated loss from a contingency should be accrued by assessing whether a loss is deemed probable and can be reasonably estimated. We assess our potential liability by analyzing our litigation and regulatory matters using available information. We develop our views on estimated losses in consultation with outside counsel handling our defense in these matters, which involves an analysis of potential results, assuming a combination of litigation and settlement strategies. Should developments in any of these matters cause a change in our determination such that we expect an unfavorable outcome and result in the need to recognize a material accrual, or should any of these matters result in a final adverse judgment or be settled for a significant amount, they could have a material adverse effect on our results of operations in the period or periods in which such change in determination, judgment or settlement occurs.

*Recertification Costs*. Our vessels are required by regulation to be recertified after certain periods of time. These recertification costs are incurred while the vessel is in drydock where other routine repairs and maintenance are performed and, at times, major replacements and improvements are performed. We expense routine repairs and maintenance as they are incurred. Recertification costs can be accounted for under GAAP in one of two ways: (1) defer and amortize or (2) expense as incurred. We defer and amortize recertification costs over the length of time that the recertification is expected to last, which is generally 30 months on average. Major replacements and improvements, which extend the vessel's useful life or increase its functional operating

capability, are capitalized and depreciated over the vessel's remaining useful life. Inherent in this process are judgments we make regarding whether the specific cost incurred is capitalizable and the period that the incurred cost will benefit. In 2022, 2021 and 2020, we incurred deferred drydocking costs totaling $19.1 million, $14.1 million and $9.4 million, respectively. For the nine months ended September 30, 2023, we incurred $20.9 million in deferred drydocking costs. A change in policy from defer and amortize to expense as incurred could materially impact our results of operations in future periods.

**Quantitative and Qualitative Disclosures About Market Risk**

Market risk refers to the potential losses arising from changes in interest rates, foreign currency fluctuations and exchange rates, equity prices and commodity prices including the correlation among these factors and their volatility. We are primarily exposed to interest rate risk and foreign currency fluctuations and exchange risk.

***Interest Rate Risk***

Our Exit Second Lien Term Loans currently bear interest at a fixed interest rate of 8.25% based on the Company's Total Leverage Ratio pursuant to the Second Lien Credit Agreement. Accordingly, changes in market interest rates would not have a material impact on our results of operations and cash flows. See "Description of Other Indebtedness."

***Foreign Exchange Risk***

Our financial instruments that can be affected by foreign currency exchange rate fluctuations consist primarily of cash and cash equivalents, trade receivables, trade payables and intercompany debt denominated in currencies other than the U.S. dollar or the functional currency of certain of the Company's consolidated subsidiaries. We may in the future enter into spot and forward derivative financial instruments as a hedge against foreign currency denominated assets and liabilities, currency commitments, or to lock in desired interest rates. Spot derivative financial instruments are short-term in nature and settle within two business days. The fair value of spot derivatives approximates the carrying value due to the short-term nature of these instruments, and as a result, no gains or losses are recognized. The accounting for gains or losses on forward contracts is dependent on the nature of the risk being hedged and the effectiveness of the hedge. We had no derivative instruments as of September 30, 2023 or December 31, 2022.

***Other***

Due to our international operations, we are exposed to foreign currency exchange rate fluctuations and exchange rate risks on all charter hire contracts denominated in foreign currencies. For some of our international contracts, a portion of the revenue and local expenses may be incurred in local currencies with the result that we are at risk of changes in the exchange rates between the U.S. dollar and foreign currencies. We generally do not hedge against any foreign currency rate fluctuations associated with foreign currency contracts that arise in the normal course of business, which exposes us to the risk of exchange rate losses. To minimize the financial impact of these items we attempt to contract a significant majority of our services in U.S. dollars. In addition, we attempt to minimize the financial impact of these risks by matching the currency of our operating costs with the currency of the revenue streams when considered appropriate. We continually monitor the currency exchange risks associated with all contracts not denominated in U.S. dollars.

# BUSINESS

## Company Overview

Hornbeck is a leading provider of marine transportation services to customers in the offshore oilfield market and diversifiednon-oilfield markets, including military support services, renewable energy development and other non-oilfield service offerings. Since our founding more than 26 years ago, we have focused on providing innovative, technologically advanced marine solutions to meet the evolving needs of our customers across our core geographic regions covering the United States and Latin America. Our team brings substantial industry expertise built through decades of experience and has leveraged that knowledge to amass what we believe is one of the largest, highest specification fleets of OSVs and MPSVs in the industry. Approximately 75% of our total fleet consists of high-spec or ultra high-spec vessels, and we believe we have the number one ultra high-spec market position in the U.S., and the third largest fleet of high-spec and ultra high-spec OSVs in the world, measured by DWT capacity. We own a fleet of 75 multi-class OSVs and MPSVs, 58 of which are U.S. Jones Act-qualified vessels. Our Jones Act-qualified high-spec and ultra high-spec OSVs account for approximately 26% of the total industry supply of such vessels. We opportunistically expand our fleet into new, high-growth, cabotage-protected markets from time to time to enhance our fleet offerings to customers. Our mission is to be recognized as the energy industry's marine transportation and service Company of Choice® for our customers, employees and investors through innovative, high-quality, value-added business solutions delivered with enthusiasm, integrity and professionalism with the utmost regard for the safety of individuals and the protection of the environment.

Our fleet of 60 OSVs primarily provides transportation of equipment, materials and supplies to offshore drilling rigs, production platforms, subsea construction projects and other non-oilfield applications. Increasingly, given their versatility, our OSVs are being deployed in a variety of non-oilfield applications including military support services, renewable energy development for offshore wind, humanitarian aid and disaster relief, aerospace and telecommunications. Our OSVs differ from other marine service vessels in that they provide increased cargo-carrying flexibility and capacity that can transport large quantities of deck cargoes as well as various liquid and dry bulk cargoes in below deck tanks providing flexibility for a variety of jobs. Moreover, our OSVs are outfitted with advanced technologies, including dynamic positioning capabilities, which allows each vessel to safely interface with another offshore vessel, exploration and production facility or an offshore asset by maintaining an absolute or relative position when performing its work.

Our fleet of 15 MPSVs provides commissioning and decommissioning support services, asset construction capabilities, recurring inspection, repair and maintenance services and flotel accommodations. The vessels primarily serve the oil and gas market, with capabilities including the installation of oilfield wellheads, risers, umbilicals, and other equipment placed on the seafloor and other floating production facilities. Further, these vessels are capable of supporting a variety of other non-oilfield offshore infrastructure projects, including the development of offshore windfarms, by providing the equipment and capabilities to support the installation and maintenance of wind turbines and platforms. Because of our ability to serve a diverse set of end markets, MPSV operations are typically less directly linked with the number of active drilling rigs in operation and are therefore less cyclical. Our high- and ultra high-spec OSVs can be contracted alongside our MPSVs on major projects, providing operating efficiencies and pull-through revenue. Most of our MPSVs have one or more deepwater cranes fitted on the deck, deploy one or more ROVs to support subsea work, and have an installed helideck to facilitate the on-/off-boarding of specialist service providers and personnel. MPSVs can also be outfitted as flotels to provide accommodations, offices, catering, laundry, medical, and recreational facilities to large numbers of offshore workers for the duration of a project. When configured as flotels, our MPSVs have capacities to house up to 245 workers for major installation, maintenance and overhaul projects. Based on overall length and total lifting capacity, the two HOS 400 class MPSVs that are currently under construction are expected to be the largest Jones Act-qualified MPSVs in the market and will have additional capabilities due to their size and sophistication. We are also in the process of converting one of our U.S.-flagged, HOSMAX 280 class OSVs into a dual-use SOV/flotel, which will be capable of providing SOV services to the U.S. offshore wind market. In addition to the services performed by our existing fleet of MPSVs, these three vessels will be equipped with systems that we expect will make them suitable for complex services, including light well intervention and offshore wind farm development, that require larger or more versatile vessels than the fleet of MPSVs currently available in the U.S. market. We expect these three MPSVs to be delivered and placed into active service in 2025.

Our ability to reconfigure or modify vessels in our fleet to meet evolving industry demands and the needs of our customers is critical to our success. This enables us to reconfigure stacked OSVs to service non-oilfield service customers. As offshore activities expand in scope and become increasingly more complex, the demand for high specification, fit-for-purpose equipment and service capabilities has accelerated, creating disproportionate competitive advantages for companies able to adapt vessels and offerings quickly to respond to changing customer needs.

With an average of over 37 years of experience in the marine transportation and service industry and having worked together at Hornbeck for over 20 years, our senior management team has the depth of experience necessary to successfully compete in the offshore vessel business. We have tremendous confidence that both our team and our strategy have been organized in a manner that best positions our Company to effectively execute in this dynamic and demanding operating environment.

Hornbeck owns and operates what we believe is one of the highest specification, most technologically advanced fleets of OSVs and MPSVs in the industry. Our fleet of 75 vessels primarily operates across our core geographic markets of the United States and Latin America. We predominantly serve our oilfield customers in the U.S. GoM, the Caribbean, Northern South America and Brazil, while our vessels primarily serve our non-oilfield customers from the East and West Coasts of the United States and in the U.S. GoM. We operate our Mexican-flagged vessels across the Caribbean and Northern South America when not operated in Mexico, as well as in other international markets, utilizing a highly-skilled workforce of Mexican mariners that have been trained in our safety systems and culture. A map illustrating our active vessel locations as of October 31, 2023 is below:

**Our Competitive Strengths**

***Leading presence in the United States and Latin America***

Hornbeck was established in 1997 and has one of the most capable and high-spec fleets of vessels in the industry. Based on publicly-available information compiled by the Company and data provided by Spinergie, we believe that our fleet of 41 high-spec and ultra high-spec OSVs, totaling 217,184 in DWT capacity, represents 6.3% of the 3,429,535 total DWT of such vessels in the world, making Hornbeck the third largest fleet out of 169 companies that own and operate high-spec and ultra high-spec OSVs worldwide. Furthermore, we believe that our fleet of 14 U.S.-flagged ultra high-spec OSVs, totaling 83,250 in DWT capacity, represents the largest fleet of such vessels operating in the United States measured by DWT capacity. Additionally, we are one of the top operators of OSVs, based on DWT, in each of our two core geographic markets, which include 2,424,266 DWT and constitute 41.3% of the global supply of 5,864,666 DWT to such markets. Our 46 U.S.-flagged OSVs, totaling 206,806 in DWT capacity, comprise the second largest fleet of technologically advanced, OSVs qualified for work in the U.S. GoM under the Jones Act. As of October 31, 2023, our active fleet of OSVs and MPSVs consisted of (i) 18 U.S.-flagged OSVs and seven MPSVs in the U.S. GoM, (ii) four OSVs and one MPSV in the U.S. Atlantic, (iii) one OSV and two MPSVs in the U.S. Pacific, (iv) five OSVs in offshore Brazil, (v) four OSVs and one MPSV in the Caribbean and Northern South America and (vi) one OSV in offshore Africa. We believe that having scale in our core markets with the flexibility to transfer vessels among regions benefits our customers and provides us with operating efficiencies.

***Large and diverse fleet of technologically advanced high-spec vessels***

Over the past 26 years, we have assembled a multi-class fleet of 60 OSVs and 15 MPSVs. Since 2014, we have focused on expanding our line of high-spec and ultra high-spec vessels, increasing our fleet of such vessels from 41% of our fleet in 2014 to 75% of our fleet in 2023. These high-spec and ultra high-spec vessels incorporate sophisticated technologies, are designed specifically to operate safely in complex and challenging environments and are equipped with specialty equipment and other features to respond to the needs of our customers through the project development and operation lifecycle. These technologies include dynamic positioning, roll reduction systems and controllable pitch thrusters, which allow our vessels to maintain position with minimal variance, and our cargo handling systems, which permit high volume transfer rates of liquid mud and dry bulk materials. In addition, we are able to outfit our vessels with specialty equipment and certain features as needed for specific projects. The greater fuel efficiency, larger carrying capacity size, advanced mud-handling systems and other high-spec features that reduce project downtime create a compelling value proposition. As a result, we believe that we earn higher average day-rates when compared to our competitors. According to industry data from Fearnley Offshore Supply, our average dayrates were 58%, 87%, and 48% higher than those of comparably sized vessels owned by other operators in 2021, 2022, and the nine months ended September 30, 2023, respectively.

***Strong market position due to qualification under the Jones Act and favorable sector tailwinds***

As a leader in marine transportation services to the offshore oilfield industry, we believe Hornbeck iswell-positioned to capitalize on favorable industry conditions for significant growth opportunities, particularly in offshore wind development and support services to the U.S. military on the East and West Coasts of the United States. The United States has strict cabotage laws that provide some insulation from foreign sources of competition. In addition, the U.S. high-spec and ultra high-spec vessel supply is highly restricted with long lead times for new construction. High newbuild costs result in unfavorable economics for newbuilds, which is exacerbated by limited pools of available capital to make investments into new fleet construction. We believe our reputation for high-quality, safe and reliable operations, complex problem solving, operational flexibility, and world-class vessels allows Hornbeck to compete effectively for and retain qualified mariners, which positions Hornbeck for long-term sustainable growth in a tight labor market. In addition, our robust offering of services, ranging from initial construction to decommissioning, has allowed us to compete effectively and remain a trusted service provider for active offshore companies as well as the U.S. military.

***Successful track record of strategic vessel acquisitions***

We have built our fleet through a combination of new builds and strategic acquisitions from other operators. Our management team's extensive naval architecture, marine engineering and shipyard experience has enabled us to quickly integrate newly acquired vessels into our fleet and retrofit them to meet our quality standards and customer needs cost-effectively. From time to time, we consider opportunistic acquisitions of single vessels, vessel fleets, and businesses that strategically complement our existing operations to enable us to grow our business and better serve our customers. Since 2017, we have successfully completed and have agreements to acquire 19 vessels, 13 of which are currently operating as part of our high-spec fleet and six of which are yet to be placed in service or delivered.

***Diversified service offerings and customer markets provide stability to cash flows***

We have well-established relationships with leading oilfield and non-oilfield companies and the U.S. government and believe such relationships are in part maintained because of our diversified service offerings in the oilfield and non-oilfield customer markets. Our diversified service offerings allow us to pivot based on our customers' needs and gives our customers confidence to commit to longer-term contracts for our services, which provides us with cash flow stability. Additionally, these large, integrated customers are financially stable and can better withstand economic or market downturns in a volatile market, and we believe maintaining relationships with these customers will ultimately result in better visibility to vessel utilization and greater liquidity for us in the future.

***Experienced management team with proven track record***

Our founder-led executive management team has an average of over 37 years of domestic and international marine transportation industry-related experience and has worked together at the Company for over 20 years. Our team is comprised of individuals with extensive, global experience with backgrounds across many diverse fields including engineering, project management, military service, finance, accounting and corporate leadership. We believe that our team has successfully demonstrated its ability to grow our fleet through new construction and strategic acquisitions and to secure profitable contracts for our vessels in both favorable and unfavorable market conditions in domestic and foreign markets.

***Attractive growth opportunities***

Our fleet of technologically advanced high-spec and ultra high-spec vessels is increasingly being deployed to serve the accelerating needs of the U.S. Military, renewable energy, and aerospace industries. These high-growth markets require U.S.-flagged Jones Act-qualified vessels, which can be custom tailored to address a broad spectrum of services. For these applications, our vessels are typically contracted for greater than three years, providing a counter-balance to cyclicality experienced in our oilfield segments.

**Our Strategy**

***Leverage our geographic presence in the United States and Latin America and grow industry leading service capabilities***

We have strategically chosen to focus our efforts in two core geographic markets, the United States and Latin America. While the U.S. GoM will continue to be a priority for us, in recent years we expanded our presence in each of the Mexico GoM, the East and West Coasts of the United States, the Caribbean, Northern South America and Brazil as we anticipate long-term growth in those markets. Given the relative proximity of these markets, we are able to readily move our vessels among them and retain flexibility to relocate those vessels back to U.S. GoM. We believe this will allow us to conduct a more thorough on-going alternative analysis for vessel deployments among such markets and, thus, better manage our portfolio of contracts to enhance dayrates and utilization over time as contracting opportunities arise. Our Jones Act-qualified high-spec and ultra high-spec OSVs account for approximately 26% of the total industry supply of such vessels. Our vessels have been adapted to operate in a range of oilfield specialty configurations, including flotel services, extended-reach well testing,

seismic, deepwater well stimulation, other enhanced oil recovery activities, high pressure pumping, deep-well mooring, ROV support, subsea construction, installation, IRM work and decommissioning services. We are also growing our diverse non-oilfield specialty services, such as military applications, offshore wind farms, oceanographic research, telecommunications, and aerospace projects.

***Pursue differentiated customer offerings to optimize utilization and free cash flow generation***

We seek to balance and diversify our service offerings to customers, to optimize our vessel utilization and stabilize our free cash flow generation. For example, in addition to our long-term charters in oilfield services and with military and renewable energy customers that contribute to contracted backlog and provide utilization stability, we also seek out short-term charters such as spot oilfield services that typically have higher dayrates. This contracting strategy balances our financial profile between longer-term charters and the flexibility to capture current market dayrates for a portion of our fleet. Our current contracting approach allows us to consistently perform well against our OSV peers when comparing average OSV dayrates and gross margins. The flexibility of our vessel capabilities is designed to optimize our utilization and allows us to pivot in response to market conditions and customer needs, which can lead to more stable free cash flow generation.

***Apply existing, and develop new, technologies to meet our customers' vessel needs and expand our fleet offerings***

Our in-house engineering team has been instrumental in applying existing, and developing new, technologies that meet our customers' vessel needs and provide us with the opportunity to enter new customer markets. For instance, our OSVs and MPSVs are designed to meet the higher capacity and performance needs of our oilfield clients' increasingly complex drilling and production programs and the diverse needs of our U.S. military, renewable energy and humanitarian aid and disaster relief customers. Further, we are able to reconfigure or retrofit existing assets with existing or new technology to participate in new customer markets such as offshore wind, aerospace and telecommunications. Specifically, we are currently deploying capital to upgrade certain of our vessels to dual service capabilities to better service the oilfield services market as well as the emerging offshore wind market. We remain committed to applying existing and developing new technologies to maintain a technologically advanced fleet that will enable us to continue to provide a high level of customer service and meet the developing needs of our customers.

***Focus on selective acquisitions that are strategically and financially accretive***

We seek to opportunistically grow our fleet through strategic and financially accretive acquisitions. Our screening criteria focuses on expanding the depth and breadth of our fleet mix as well as diversifying service offerings in our core markets. From time to time, we consider opportunistic acquisitions of single vessels, vessel fleets, and businesses that strategically complement our existing operations to enable us to grow our business and better serve our customers. For example, we recently entered into separate definitive vessel purchase agreements to acquire 12 high-spec OSVs, which we refer to as the ECO Acquisitions.

***Maintain a conservative balance sheet, disciplined growth, and robust free cash flow generation through cycles***

We adhere to financial principles designed to maintain a conservative balance sheet, disciplined growth, and robust free cash flow generation. Our balance sheet strategy targets less than 1.0x leverage with ample excess liquidity available to withstand industry cycles or take advantage of disciplined growth opportunities.

Our growth strategy involves a disciplined screening of opportunities for differentiated assets that create competitive advantages and is focused on returns and payback periods. Our cash flow generation abilities are centered around maintaining flexible costs and lean organizational structures that seek efficiencies through continuous operational improvement and working capital management.

***Continued commitment to sustainability and safety***

Safety is of great importance to us and offshore operators due to the environmental and regulatory sensitivity associated with offshore drilling and production activity and wind development. We believe certain of our efforts, such as adopting shipboard energy efficiency management plans, installing emission monitoring systems and pursuing other operational efficiencies, have been successful, allowing us to meet our customers' needs while supporting our efforts to reduce our emissions of GHG. Additionally, since 2020, our focus on safely addressing operational risk has contributed to maintaining an industry-low total recordable incident rate. Our most recent 5-year average TRIR was 0.10, outperforming peer averages from the IMCA and ISOA. Further, in addition to industry standard certifications, as part of our commitment to safety and quality, we have voluntarily pursued and received certifications and classifications that we believe are not generally held by other companies in our industry. We believe that customers recognize our relentless commitment to safety, which contributes to our positive reputation and competitive advantage.

**Description of Our Business and Fleet**

The Company owns and operates OSVs, MPSVs, and a port facility in Port Fourchon, Louisiana. Its fleet of vessels provides logistics support and specialty services to the offshore oil and gas exploration and production industry, primarily in the U.S. GoM, the Caribbean, Northern South America and Brazil, as well as non-oilfield specialty services for the U.S. military and other non-oilfield service customers primarily from the East and West Coasts of the United States and in the U.S. GoM. Measured by DWT capacity, we believe the Company has the number one ultra high-spec market position in the U.S., and the third largest fleet of high-spec and ultra high-spec OSVs in the world. Hornbeck has the second largest fleet of high-spec and ultra high-spec Jones Act-qualified OSVs. Hornbeck is the largest U.S. owner of MPSVs, which fleet is comprised of both Jones Act-qualified vessels for U.S. operations, as well as foreign flag vessels for foreign operations. We believe that our reputation for safety and superior vessels, combined with our size and scale in certain core markets, enhances our ability to compete for work awarded by major oil companies, independent oil companies, national oil companies and the U.S. government, who are among our primary customers. These customers demand a high level of safety and technological advancements to meet the industry's stringent regulatory standards and operating policies.

OSVs and MPSVs operate worldwide but are generally concentrated in relatively few offshore regions with high levels of exploration and development activity, such as the GoM, the North Sea, Southeast Asia, West Africa, Latin America and the Middle East. While there is some vessel migration between regions, key factors such as mobilization costs, vessel suitability and government statutes prohibiting non-indigenous-flagged vessels from operating in certain waters, or cabotage laws such as the Jones Act, can limit the migration of OSVs into certain markets. Because MPSVs are generally utilized for non-cargo transportation operations, they are not typically subject to cabotage laws.

We have been successful in deploying our vessels across the United States and Latin America, where proximity and scale allow us to compete effectively with vessels from other international markets that have significantly higher mobilization costs. In addition, because of our significant presence in the United States and Mexico, we have access to shoreside resources and regional crews that we believe give us market advantages compared to international competitors.

*OSVs*

OSVs are highly versatile offshore vessels that are utilized in a variety of marine operations. In addition to oilfield operations, for which OSVs were initially developed, their flexibility and utility are now recognized and employed in an array of non-oilfield service applications, which includes military, alternative energy development (including offshore wind), telecommunications, aerospace and humanitarian aid and disaster relief. OSVs differ from other vessels primarily due to their cargo-carrying flexibility and capacity. In addition to

transporting large quantities of deck cargo, OSVs also have below-deck tanks and pumping systems that enable them to transport and transfer large volumes of liquid cargoes, such as cement, liquid mud, water and fuel, as well as dry bulk cargoes, including barite, cement and bentonite. OSVs have accommodations for personnel in addition to the marine crew and can therefore be used as an operating platform for a variety of offshore missions requiring specialized personnel, equipment and processing plants. High-spec and ultra high-spec OSVs are capable of interfacing with other offshore vessels and facilities through the use of dynamic positioning, or DP. Driven primarily by safety concerns that prohibit vessels from physically mooring to offshore installations, DP systems have been refined over time, with the highest DP rating currently being DP-3. The number following the DP notation generally indicates the degree of redundancy built into the vessel's systems and the range of usefulness of the vessel in various weather conditions and sea states during offshore operations. Today, most offshore customers prefer a DP-2 notation. The combination of DP technology and cargo transport and transfer capability allows OSVs to interface with other offshore facilities and vessels in a safe and efficient manner.


*HOSMAX OSV and MPSV flotel servicing an offshore production facility in the U.S. GoM*

*MPSVs*

MPSVs are primarily distinguished from OSVs in that they are more specialized and often significantly larger vessels that are not typically employed to transport and transfer cargo, but rather to engage in a variety of offshore and subsea construction as well as other highly specialized operations. The typical MPSV configured for subsea services is outfitted with one or more deepwater cranes employing "active heave compensation" technology, one or more ROVs and a helideck. Our MPSVs can also be configured (in accordance with applicable regulations) to support installation, commissioning, maintenance, repairs, improvements, and decommissioning of offshore oilfield facilities and windfarms, humanitarian aid and disaster relief and military missions, by providing accommodations for over one hundred people, in addition to crew and service personnel. MPSVs can also be outfitted as flotels to provide accommodations to large numbers of offshore construction and technical personnel involved in large-scale offshore projects, such as the commissioning of a floating offshore production facility or the construction of offshore wind facilities. When in a flotel mode, the MPSV provides living quarters for third-party personnel, catering, laundry, medical services, recreational facilities and offices and has a helicopter heliport for the embarkation and disembarkation of offshore personnel. In addition, flotels

are equipped with articulated gangways between the flotel and other offshore structures that allow personnel to "walk to work." Generally, MPSVs command higher dayrates than OSVs due to their significantly larger relative size and versatility, as well as higher construction and operating costs.

*Two HOS MPSVs Deployed in GoM*

*Our Vessels*

As of October 31, 2023, we owned a fleet of 75 vessels. This includes two OSVs delivered in November of 2023 and the one OSV expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could extend into early 2024. Also included are two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, which we expect to be delivered in 2025, but excludes four vessels under an O&M contract with the U.S. Navy. A sustained downturn in oil and gas activities from 2015 to late 2020, combined with a global over-supply of vessels, resulted in widespread stacking of OSVs. During this period, we elected to cold-stack our smaller, older and less technologically capable vessels and to continue operating our high-spec and ultra high-spec vessels. Since 2020, we have divested fourteen of these older and smaller vessels. During that same timeframe, we have acquired and have an agreement to acquire a total of 19 ultra high-spec and high-spec vessels. We expect that we will continue to seek opportunities to re-purpose our remaining 19 non-high spec vessels, 18 of which are currently stacked. Additionally, we may also sell these vessels opportunistically. The net effect of these efforts to "right-size" our overall fleet complement has been a shift in the percentage of high-spec vessels from 41% to 75% since 2014.

*OSV Fleet*

The following table illustrates our fleet of OSVs and the nations in which they are flagged as of October 31, 2023:

| | Vessel Class | U.S. | Mexico | Vanuatu | Brazil | Avg DWT | Total in Class |
|---|---|---|---|---|---|---|---|
| Ultra High-Spec | HOSFLEX 370 | 2 | — | — | — | 7,886 | 2 |
| | HOSMAX 320 | 9 | 1 | — | — | 6,052 | 10 |
| | HOSMAX 310 | 3 | — | — | 1 | 5,990 | 4 |
| | HOSMAX 300 | 2 | 4 | — | — | 5,489 | 6 |
| High-Spec | HOSMAX 280 | 12(1) | 1 | 1 | — | 4,669 | 14 |
| | HOS 270 | — | 2 | — | — | 3,803 | 2 |
| | HOS 265 | 3 | — | — | — | 3,677 | 3 |
| Other(2) | HOS 250 | 3 | — | — | — | 2,713 | 3 |
| | HOS 240 | 12 | 2 | — | — | 2,712 | 14 |
| | HOS 200 | — | 2 | — | — | 1,729 | 2 |
| | **Total Owned OSVs** | **46** | **12** | **1** | **1** | **—** | **60(3)** |
| Operated | USN T-AGSE | 4 | — | — | — | DP-2 | 4(4) |
| | **Total Operated OSVs** | **50** | **12** | **1** | **1** | **—** | **64** |

(1) Includes the two OSVs delivered in November 2023 and the one remaining OSV expected to be delivered in the next several months through the ECO Acquisitions #2 as of such date.
(2) Includes mid-spec vessels and low-spec vessels.
(3) Includes 21 stacked vessels, comprised of two HOS 200s, 13 HOS 240s, three HOS 250s, two HOS 265s, and one HOSFLEX 370.
(4) Includes four OSVs owned by the U.S. Navy, for which we provide ongoing operation and maintenance services.

*MPSV Fleet*

The following table illustrates our fleet of MPSVs and the nations in which they are flagged as of October 31, 2023:

| Vessel Class | U.S. | Mexico | Vanuatu | DP Class | Total in Class |
|---|---|---|---|---|---|
| HOS SOV/FLOTEL(1) | 1 | — | — | DP-2 | 1 |
| HOS FLOTEL | 1 | — | — | DP-2 | 1 |
| HOS 430 | — | 1 | 1 | DP-3 | 2 |
| HOS 400(2) | 2 | — | — | DP-2 | 2 |
| HOS 310/310ES | 4 | — | — | DP-2 | 4 |
| HOS 250/265 | 1 | 1 | — | DP-2 | 2 |
| HOS 250 | 1 | — | — | DP-2 | 1 |
| HOS 240 | 2 | — | — | DP-2 | 2 |
| **Total MPSVs** | **12** | **2** | **1** | | **15** |

(1) Includes one HOSMAX 280 OSV currently being converted into a dual-use SOV/flotel vessel.
(2) Includes two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with the Surety, which we expect to be delivered in 2025.

*Newbuild MPSVs*

On October 9, 2023, we entered into a final settlement agreement with the Surety for two MPSVs previously under construction at Gulf Island. Pursuant to the agreement, the Surety agreed to take over and complete the construction of the two U.S.-flagged, Jones Act-qualified, HOS 400 class MPSVs at a shipyard acceptable to the Company. We are obligated to pay only the remaining portion of the original shipyard contract price for the two MPSVs, which amounts to $53.8 million in the aggregate. The Surety is required to cure all defaults of Gulf Island and pay all completion costs in excess of the $53.8 million remaining contract price, excluding approved change orders. We expect to incur an additional $30.0 million in the aggregate for discretionary enhancements to add secondary cranes to both vessels. Pursuant to the settlement, the Surety is required to deliver both MPSVs in 2025.

We believe our two newbuild MPSVs will represent the newest, most technologically advanced MPSVs in the industry; in fact, our vessels will represent the only Jones Act-qualified newbuild vessels that have been delivered since 2016. We believe that the differentiated capabilities of these vessels will allow us to satisfy our customers' more demanding projects and enable us to secure vessel dayrates at the higher end of the spectrum, further enhancing our financial margins and profitability. Upon delivery, we anticipate that both vessels will have the ability to assist in subsea construction, light well intervention, and offshore wind installation projects with the ability to also support our military end-market opportunities.


*Rendering of 400' MPSV expected to be delivered 2025*

*Shore-Based Facility*

We own long-term lease rights to a port facility located in Port Fourchon, Louisiana, referred to as "HOS Port." Port Fourchon's proximity to the deepwater U.S. GoM provides a strategic logistical advantage for servicing drilling rigs, production facilities and other offshore installations and work sites. We also are able to stage equipment and cargos in support of such services and can also perform some of our own maintenance, outfitting and other in-the-water shipyard repair activities. Developed as a multi-use facility, Port Fourchon has historically been a land base for offshore oil support services and the Louisiana Offshore Oil Port, or LOOP. According to the Greater Lafourche Port Commission website as of October 31, 2023, Port Fourchon currently services over 95% of the Gulf of Mexico's deepwater energy production.

*HOS Port Facility in Port Fourchon Louisiana*

The HOS Port facility has approximately 11 and 12 years remaining through renewal options on the current leases for the two adjacent parcels, respectively. The combined acreage of HOS Port is approximately 60 acres with total waterfront bulkhead of nearly 3,000 linear feet. HOS Port not only supports our existing fleet and customers' deepwater logistics requirements, but it underscores our long-term commitment to and our long-term outlook for the deepwater GoM.

**Customer Markets and Applications**

The OSV and MPSV market has expanded rapidly since the 1970s, driven initially by growing offshore oil and gas production and more recently supported by diversified non-oilfield customer markets including military support services, renewable energy development and other non-oilfield service offerings. In response to changing market conditions and customer demand, we regularly transfer vessels between our core geographic areas and adapt equipment and features of vessels to best meet potential revenue opportunities. Each customer market has specialized service needs and vessel requirements. For the nine months ended September 30, 2023, approximately 50% of our revenues were attributed to oil and gas drilling support activities. The remaining approximately 50% of our revenues were generated away from the drill bit, comprised of approximately 31% coming from oilfield specialty activities, including offshore construction and equipment installation, as well as decommissioning and plugging and abandonment work; approximately 17% coming from military support services and HADR; and approximately 2% coming from other non-oilfield support services, including offshore wind development, construction and support services. As we continue to diversify our customer markets, we expect the non-oilfield markets to contribute to a greater portion of revenues in the future.

***Oilfield Services***

We predominately serve our oilfield customers in the U.S. GoM, the Caribbean, Northern South America and Brazil. Our vessels provide support to offshore oil and gas exploration and production companies in two key areas: (i) oilfield drilling support and (ii) oilfield specialty services. Drilling support provides services that are specifically related to offshore drilling and production activities. This includes the transportation of drilling equipment, such as wellheads and drill pipe, as well as drilling fluids and other bulk products used in the development of new exploration wells and their subsequent production activities. Oilfield specialty services support ongoing or recurring oilfield activities, such as equipment installation services, IRM, flowback, well testing, pipeline flushing, decommissioning, and worker accommodations and transportation. In combination, we offer our oilfield customers a comprehensive range of vessel types and service offerings that cover the entire value chain of offshore hydrocarbon development. Additionally, we operate a port facility located in Port Fourchon, Louisiana, where we are able to stage equipment and cargos in support of such services and can also perform some of our own maintenance, outfitting and other in-the-water shipyard repair activities.

The offshore oil and gas industry operates globally. During the last three decades, the industry has undergone significant technological change driven by the ability to explore and produce hydrocarbons in deep and ultra-deepwater regions utilizing floating drilling and production units. In addition to the ability to operate in very deep water, technological advances have also made it possible for hydrocarbon resources to be detected, drilled for and produced at extreme well depths, with some reaching depths of 40,000 feet. These extremely deepwater, deep-well regions are highly prolific, with some achieving production rates exceeding 100,000 barrels per day from deposits that could remain productive for decades. Developing and operating wells in these conditions requires highly specialized knowledge and equipment. In addition to contending with extreme deepwater and deep well depths, these projects present challenges involving high temperatures and pressures within reservoirs and the associated difficulties of safely bringing those resources to the surface, processing them and then transporting them to shoreside locations. Most of the known deep and ultra-deepwater deposits are located offshore West Africa, the eastern coast of South America—dominated by Brazil and more recently, Guyana—and the GoM. Certain of our primary markets for oilfield services are the cabotage-protected U.S. GoM, Mexico and Brazil. Today, deepwater production accounts for approximately 90% of all offshore production in the U.S. GoM. According to the 2023 EIA Outlook, the GoM production is expected to account for approximately 15% of total forecast U.S. crude oil production in each of 2023 and 2024. While the GoM is one sea, its hydrocarbon resources are geopolitically divided between the United States and Mexico. Deepwater drilling and production has been active for nearly three decades in the U.S. GoM. The Mexican deep and ultra-deepwater GoM, however, is in its early days of development, driven mostly by constitutional and regulatory changes in Mexico that only recently opened these regions to development by international companies that have the required technological and financial capability to develop these complex projects. Because some of the geologic formations are shared, Mexican deep and ultra-deepwater reservoirs and lease blocks are expected to prove to be as highly productive as neighboring U.S. formations.

The distance of deepwater projects from shore, together with their water and well depths, require large amounts of bulk drilling materials and related supplies. To address the challenges of deepwater projects for our customers, our in-house team of naval architects and marine engineers have designed, constructed and acquired various classes of proprietary vessels that maximize liquid mud and dry bulk capacities and feature larger open deck space. Moreover, larger vessels reduce the transport-related carbon intensity compared to smaller vessels since they can carry on a single voyage significantly greater amounts of materials than smaller vessels with roughly the same fuel efficiency while in transit. Our fleet of ultra high-spec OSVs equips us to more efficiently and more safely service our customers' offshore operations by reducing the number of vessels required to execute an offshore project. With 6,100 DWT, our HOSMAX 310 and 320 vessels are the largest ultra-deepwater OSVs available in the world, with the exception of our two even larger vessels. With 8,000 DWT, our HOS Flex 370 vessels are the two largest OSVs in the world and are well-qualified to also operate as oil and chemical tankers.

Deepwater successes have driven further innovation around the infrastructure required to produce and transport ashore the abundant resources that have been discovered. The challenges of working in deep and ultra-deepwater have pushed the development of technologies to place infrastructure directly onto the seafloor, as

opposed to a platform that is fixed to the seafloor, which is characteristic of shallow water regions. The process of building out this subsea oilfield requires vessels to transport infrastructure to location, install infrastructure to subsea points and inspect, repair and maintain them throughout the multi-decade life of a field. When hydrocarbons are brought to the surface, they are gathered from multiple subsea locations through pipelines to a single deepwater floating "top-side" production facility. These "top-side" production facilities take years to design, engineer, transport and install, and often cost billions of dollars, representing a significant source of demand for vessel services during their installation and commissioning. More recently, deepwater producers have capitalized on their existing deepwater infrastructure to gain efficiencies through the use of "tie-backs." A tie-back allows a deepwater well to be produced without having to install a new top-side facility by "tying the well back" to a nearby existingtop-side facility accessible to the new well location. Tie-backs require the installation of subsea infrastructure to connect the well to the remote "top-side" facility, which requires the services of vessels like our MPSVs.

*Rendering of Subsea Oil Field*

Demand for OSVs, as evidenced by dayrates and utilization rates, is primarily driven by offshore oil and natural gas exploration, development and production activity. Such activity is influenced by a number of factors, including the actual and forecasted price of oil and natural gas, the level of drilling permit activity, capital budgets of offshore exploration and production companies, and the repair and maintenance needs of the floating and subsurface deepwater oilfield infrastructure.

The leading demand indicator for our OSVs is the number of active drilling rigs. Each drilling rig working on deep-well projects typically requires multiple OSVs to service it, and the number of OSVs required depends on many factors, including the type of project, the location of the rig and the size and capacity of the OSVs. During normal operating conditions, based on the historical data for the number of working OSVs and floating rigs, GoM projects typically require two to four OSVs per rig and projects in Brazil typically require more OSVs per rig due to longer vessel turnaround times to service drill sites resulting from greater distances and logistical challenges in this region. Typically, during the initial drilling stage, more OSVs are required to supply drilling mud, drill pipe and other materials than at later stages of the drilling cycle. In addition, generally more OSVs are required the farther a drilling rig is located from shore. Under normal weather conditions, the transit time to deepwater drilling rigs in the GoM and Brazil can typically range from six to 24 hours for a vessel. In Brazil, transit time for a vessel to some of the newer, more remote deepwater drilling rig locations are more appropriately measured in days, not hours. As of September 30, 2023, there were 53 floating drilling units operating in the United States and Latin America. Since 2013, that figure has ranged from 39 to 108 with an average of 61.2.

Offshore drilling is also a leading indicator for future IRM and field development activity, which is relevant to our MPSV fleet and, occasionally, some of our OSVs. However, the significant level of existing floating and

subsurface infrastructure across the United States and Latin America provides ongoing and growing requirements for MPSVs, which are utilized to inspect, repair, maintain, upgrade, expand and ultimately decommission existing fields.

Our MPSVs are principally commissioned by our deepwater oilfield customers for IRM activities, which includes the subsea installation of well heads, risers, jumpers, umbilicals and other equipment placed on the seafloor. MPSVs are also used in connection with the setting of pipelines, the commissioning and de-commissioning of offshore facilities, the maintenance and/or repair of subsea equipment and the intervention of such wells, well testing and flow-back operations and other sophisticated deepwater operations.

Further, nearly all of our oilfield customers have pledged reductions in their GHG and carbon emissions across their global operations. We believe that these efforts enhance the value of their GoM operations and prospects due to its relatively low carbon intensity. According to Wood Mackenzie's Emissions Benchmarking Tool, U.S. Gulf of Mexico Deepwater's weighted average emissions intensity in 2023 is 8.49 tCO2e/kboe compared to a global weighted average of 20.22 tCO2e/kboe.

*HOS Warland Setting Subsea Equipment*

***Non-Oilfield Services***

*Military Services (U.S. Government and Navy Support)*

Since our inception, we have been a prominent, private sector service provider to the U.S. military by delivering vessels that support their readiness and security. Our military service capabilities are an accelerating component of our service portfolio and military support is a customer market that is of particular importance given the stability provided by the U.S. government's desire to execute long-term service agreements with qualified private contractors.

The United States has relied on private vessel owners and operators comprising the U.S. Merchant Marine to provide vessels that support U.S. military readiness and security, as well as peacetime and wartime services. U.S. government charters of specialized vessels, including OSVs and MPSVs, has increased as government customers, particularly the United States Navy, have recognized the broad utility of these vessels. We support our government customers in two key service offerings primarily from the East and West Coasts of the United States. We developed, constructed and sold to the United States Navy four U.S. Navy vessels that provide specialized services to the Ballistic Missile Submarine fleet. Because of the mission and expertise required for

the operation of these vessels, we operate and maintain these vessels for the United States Navy pursuant to an operations and management O&M contract. In addition, we own, operate and charter to the U.S. government vessels that perform a variety of other missions for the United States Navy. These missions include submarine rescue and recovery capabilities, transportation services and training drills, autonomous vessel support, subsea survey and other services. We were also awarded a contract by the United States Marine Corps to develop a prototype amphibious landing vessel for its use in the near-shore deployment of troops and vehicles in logistically remote areas around the world.

Most contracts for work that we perform for the United States Navy are awarded by the MSC, which is an agency within the U.S. Navy that charters vessels for all U.S. armed forces. MSC publicizes its requirements for marine services, and we typically engage in a competitive process in order to be awarded such work. Occasionally, we are awarded charters on the basis of a sole-source award if the project requires specialized services. Our current O&M contract was awarded on a sole-source basis.

*Performing offshore submarine support*

*Rendering of the HOS Resolution configured into amphibious landing vessel*

*Renewable Energy*

Renewable energy, and particularly the U.S. offshore wind market is in its early stage of development and shows potential as an emerging market for our services domestically. We expect most of the U.S. offshore wind projects to require U.S.-flagged, Jones Act-qualified vessels like ours. Offshore windfarm construction and operation requires many of the core competencies and vessel requirements developed and utilized in offshore oil and gas operations.

For instance, the use of DP technology and the ability to transfer people and equipment from a vessel to an offshore installation will be required over the life of an offshore windfarm. Offshore wind vessel requirements

span three general periods. The pre-construction survey phase requires survey vessels to ascertain sea bottom, sea state and wind conditions. The construction and installation phase is the most vessel-intensive. Among the vessels required are:

- installation vessels that install foundations, monopiles and wind turbines;
- cable-lay vessels required to install electrical transmission lines between and among units in the field and an offshore or shore-based electrical grid;
- MPSVs and flotels necessary to provide a variety of offshore construction, monitoring and accommodation support for windfarm personnel; and
- OSVs to move equipment from shore to offshore locations.

Once an offshore windfarm is installed and operational, it requires ongoing services and maintenance provided by a SOV, as well as crew transfer vessels to transfer crew between shoreside locations and among offshore wind sites. While pre-construction and construction period vessels are likely to be required for shorter periods in order to execute specific development tasks, SOVs and crew transfer vessels are required for the life-of-farm and are typically contracted for five to ten years.

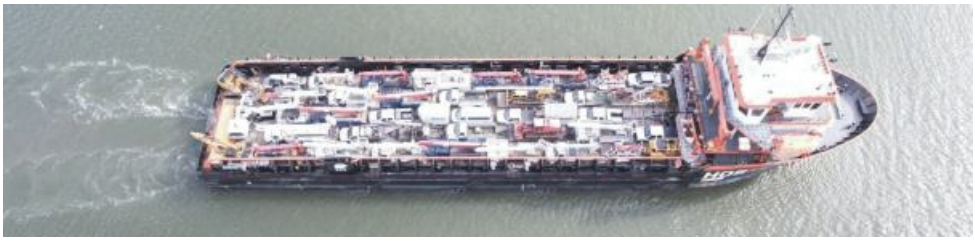
We currently provide the offshore wind industry with vessels performing subsea survey and site-clearing. We expect that our MPSVs will be utilized in offshore windfarm development, as they possess the necessary lifting, DP-capability and accommodations required for offshore construction support. SOVs and crew transfer vessels are required to be Jones Act-qualified to engage in the coastwise trade. We believe that given high U.S. shipyard construction costs, it is more economically feasible to utilize existing high-spec domestic vessels for the offshore wind industry. We are converting one of our U.S.-flagged, Jones Act-qualified, HOSMAX 280 DP-2 OSVs into a dual-use SOV/flotel, which is expected to be delivered in 2025 and which will be eligible to provide SOV services to offshore wind customers. We consider the vessel to be dual-use in that it will be outfitted to also provide accommodation support services in the offshore oilfield market.

*HOS Vessel Positioned in New Jersey for Wind Coring*

*Other Non-Oilfield Services*

The versatility of our vessels allows us to support communities in our core geographic areas by providing other non-oilfield services, including humanitarian aid and disaster relief, and service to the aerospace and telecommunications industries. For example, our fleet can support oil spill relief, hurricane recovery, vessel salvage and a broad range of search and rescue operations by deploying vessels to high-need areas in response to natural disasters or crises and providing those affected with lifesaving supplies and equipment. Our humanitarian aid and disaster relief contracts are difficult to predict, given the unexpected and calamitous nature of these

projects. Nevertheless, as our reputation, proximity, scale, past experience and fleet relevance for such assistance has grown over the years, we are typically involved in at least one such response annually.



*HOS Caledonia responding to Hurricane Maria in Puerto Rico*

Additionally, our vessels are equipped to support aerospace launches that call for rocket component landing and recovery capabilities.

**Contracting Practices**

Our customer charters are the product of either direct negotiation or a competitive proposal process, which evaluates vessel capability, availability and price. Our primary method of chartering in the GoM is through direct vessel negotiations with our customers on either a long-term or spot basis. In the international market, we sometimes charter vessels through local entities in order to comply with cabotage or other local requirements. Some charters are solicited by customers through international vessel brokerage firms, which earn a commission that is customarily paid by the vessel owner. Our O&M contract with the U.S. Navy's MSC was a sole-source selection based upon certain capabilities unique to the Company that were developed while we owned the applicable vessels that were then chartered to the U.S. Navy. Other government charters are typically for periods of one to three years. Charters to customers in the wind industry are generally consistent with our approach to charters in the oil and gas industry. The U.S. Navy recently completed a market survey to assess whether the sole source O&M contract can be competitively bid during 2024. We believe that the contract will be put out for competitive bidding prior to its 2025 expiration and we expect to participate in the bidding process.

All of our charters, whether long-term or spot, are priced on a dayrate basis, whereby for each day that the vessel is under contract to the customer, we earn a fixed amount of charter-hire for making the vessel available for the customer's use. Some of the long-term contracts for our vessels and all of our government, including national oil company, charters contain early termination options in favor of the customer; however, some have fees designed to discourage early termination. Long-term charters sometimes contain provisions that permit us to increase our dayrates in order to be compensated for certain increased operational expenses or regulatory changes.

**Competition**

The offshore support vessel industry is highly competitive. Competition primarily involves such factors as:

- quality, capability and age of vessels;
- quality, capability and nationality of the crew members;
- ability to meet the customer's schedule and specific logistical requirements;
- safety record, reputation and experience;
- price; and
- cabotage laws.

The U.S. GoM, Mexico GoM and Brazil each have cabotage laws that provide us varying levels of insulation from foreign sources of competition that may be unwilling to contribute capital or otherwise satisfy local ownership, crewing, tax and/or build requirements. In 2023, maritime regulators in Mexico implemented new approaches in their oversight of Navieras that historically have permissible levels of non-Mexican ownership, such as ours. As a result, we took legal action in Mexico to preserve our cabotage privileges there. While a permanent stay has been issued and we plan to prosecute our claim seeking permanent reinstatement of our Mexican cabotage privileges, we nevertheless elected to move most of our Mexican-flagged vessels into various non-Mexican international markets utilizing our highly-skilled Mexican mariners and shore-based employees, which we believe will result in a temporary reduction of revenue for some of those vessels. We expect that these vessels will have the opportunity to work in Mexico as the regulatory landscape for Navieras with non-Mexican ownership stabilizes.

Our high-spec OSVs are predominately U.S.-flagged vessels, which qualify them under the Jones Act to engage in the U.S. domestic coastwise trade. The Jones Act restricts the ability of vessels that are foreign-built, foreign-owned, foreign-crewed or foreign-flagged from engaging in coastwise trade in the United States. The transportation services typically provided by OSVs constitute coastwise trade as defined by the Jones Act. See “Risk Factors” for a more detailed discussion of the Jones Act. Consequently, competition for our services in the U.S. GoM is largely restricted to other U.S. vessel owners and operators, both publicly and privately held. Internationally, our OSVs compete against other U.S. owners, as well as foreign owners and operators of OSVs. Some of our international competitors may benefit from a lower cost basis in their vessels, which are usually not constructed in U.S. shipyards, as well as from lower crewing costs and favorable tax regimes. While foreign vessel owners cannot engage in U.S. coastwise trade, some cabotage laws in other parts of the world permit temporary waivers for foreign vessels if domestic vessels are unavailable. We and other U.S. and foreign vessel owners have been able to obtain such waivers in the foreign jurisdictions in which we operate.

Many of the services provided by MPSVs do not involve the transportation of passengers or merchandise and therefore are generally not considered coastwise trade under U.S. and foreign cabotage laws. Consequently, MPSVs face competition from both foreign-flagged vessels and U.S.-flagged vessels for non-coastwise trade activities.

Competition in the MPSV industry is significantly affected by the particular capabilities of a vessel to meet the requirements of a customer’s project, as well as price. While operating in the U.S. GoM, our MPSVs are required to utilize U.S. crews while foreign-owned vessels have historically been allowed to employ non-U.S. mariners, often from nations with lower, or no, minimum wage standards. U.S. crews are often more expensive than foreign crews. Also, foreign MPSV owners may have more favorable tax regimes than ours. Consequently, prices for foreign-owned MPSVs in the GoM are often lower than prices we can charge. Finally, some potential MPSV customers are also owners of MPSVs that will compete with our vessels.

In Mexico, the cabotage laws limit the citizenship of owners and operators of Mexico-flagged vessels and limit Mexican shipping activities to companies that comply with those ownership restrictions. Foreign vessels can be flagged into the Mexican registry. Mexico-flagged vessels must be Mexican crewed. In Brazil, only vessels constructed in Brazil may be Brazil-flagged. A limited exception to be Brazilian-built requirement is for a vessel that is foreign built and whose maiden voyage is to Brazil and which pays Brazilian importation duties. Brazil-flagged vessels must also employ Brazilian crew, but the citizenship of the owners of a Brazilian shipping company is not regulated.

We continue to observe intense scrutiny by our customers on the safety and environmental management systems of vessel operators. As a consequence, we believe that deepwater customers are increasingly biased towards companies that have demonstrated a financial and operational commitment and capacity to employ such systems. We believe this trend will, over time, make it difficult for small enterprises to compete effectively in the deepwater OSV and MPSV markets.

Although some of our principal competitors are larger or have more extensive international operations than we do, we believe that our operating capabilities and reputation for quality and safety enable us to compete

effectively in the market areas in which we operate or intend to operate. Moreover, we believe that the relatively young age and advanced features of our OSV and MPSV fleet provide us with additional competitive advantages. As of October 31, 2023, our total fleet of 60 OSVs and 15 MPSVs included the two vessels delivered in November 2023 and the one remaining vessel expected to be delivered by December 31, 2023 as part of the ECO Acquisitions #2, but due to supply chain constraints such delivery could be extended into early 2024. Also included are two partially constructed Jones Act-qualified MPSV newbuilds to be completed pursuant to our settlement with Surety, which we expect to be delivered in 2025, and one SOV currently undergoing conversion. At that date we operated an active OSV fleet of 33 vessels of which approximately 97% were categorized as high-or ultra high-spec. These high-and ultra high-spec vessels range in age from seven to twenty-one years with a weighted-average fleet age, based on DWT, of 10.9 years. In fact, approximately 84% of these vessels have been constructed since January 1, 2008, and 100% have DP-2 or DP-3 capabilities. Similarly, our active MPSV fleet is comprised of 11 vessels that range in age from seven to twenty-two years with 100% of those vessels possessing DP-2 or DP-3 capabilities.

**Customer Dependency**

Our oilfield customers are generally large, independent, integrated or nationally-owned oil or oilfield service companies. These firms are relatively few in number. The percentage of revenues attributable to a customer in any particular year depends on the level of oil and natural gas exploration, development and production activities undertaken by such customer, the availability and suitability of our vessels for the customer's projects or products and other factors, many of which are beyond our control. Our primary government customer is the U.S. Navy's MSC, a department that is responsible for the contracting of marine vessels and services for all branches of the United States Armed Forces. For the nine months ended September 30, 2023, Occidental Petroleum Company and Military Sealift Command each accounted for 10% or more of our consolidated revenues. For a discussion of significant customers, see Note 18 to our Annual Financial Statements.

Specific customers accounting for over 10% of our consolidated revenues for any period typically vary from period to period over time, and the multiple separate contracts with each of these customers are typically entered into on one-time or "spot" bases with no material ongoing obligations thereunder once completed. The following is a high-level summary of typical terms of our contracts, including our contracts with Occidental Petroleum Company and Military Sealift Command. Our contracts with these customers primarily govern the length of the term and the contract rate for use of a vessel. The contracts have terms of up to one year (or longer in certain circumstances), with the option to extend for certain periods of time after the expiration of the primary term. The contracts include a fixed dayrate the customer pays for the primary term and the dayrate payable for any extension of the contract. These dayrates are based on market rates at the time of entry into each contract. Many of these contracts require the customer to pay a substantial fee for early termination of the contract and provide that the prices we charge the customers are subject to increases based on increases in our costs, subject to certain limits.

**Government Regulation**

*Environmental Laws and Regulations*

Our operations are subject to a variety of federal, state, local and international laws and regulations regarding the discharge of materials into the environment, environmental protection and occupational safety and health, and our business is highly dependent on the offshore oil and gas industry, which is also subject to such laws and regulations. The requirements of these laws and regulations have become more complex and stringent in recent years and may, in certain circumstances, impose strict, joint and several liability, rendering a company liable for environmental damages and remediation costs without regard to negligence or fault on the part of such party. Aside from possible liability for damages and costs, including natural resource damages, associated with releases of oil or hazardous materials into the environment, such laws and regulations may expose us to liability for the conditions caused by others or even acts of ours that were in compliance with all applicable laws and

regulations at the time such acts were performed. Failure to comply with applicable environmental laws and regulations may result in the imposition of administrative, civil and criminal penalties, revocation of permits, issuance of corrective action orders and suspension or termination of our operations. Moreover, it is possible that future changes in the environmental laws, regulations or enforcement policies that impose additional or more restrictive requirements or claims for damages to persons, property, natural resources or the environment could result in substantial costs and liabilities to us and could have a material adverse effect on our financial condition, results of operations or cash flows. For example, concerns with climate change and the impact of GHG emissions have given rise to proposed legislation and regulations that could impact our operations. We believe that we are in substantial compliance with currently applicable environmental laws and regulations.

The Oil Pollution Act of 1990 ("OPA 90") and regulations promulgated pursuant thereto amend and augment the oil spill provisions of the Clean Water Act and impose strict, joint and several liability and natural resource damages liability on "responsible parties" related to the prevention and/or reporting of oil spills and damages resulting from such spills in or threatening U.S. waters, including the Outer Continental Shelf or adjoining shorelines. A "responsible party" under OPA 90 is the party found to be accountable for the discharge or substantial threat of discharge of oil from a vessel or facility, which includes the owner or operator of an onshore facility, pipeline or vessel or the lessee or permittee of the area in which an offshore facility is located. OPA 90 assigns strict, joint and several liability to each responsible party for containment and oil removal costs, as well as a variety of public and private damages including the costs of responding to a release of oil, natural resource damages, damages for injury to, or economic losses resulting from, destruction of real or personal property of persons who own or lease such affected property. For any vessels, other than "tank vessels," that are subject to OPA 90, the liability limits are currently the greater of $1,300 per gross ton or $1,076,000. A party cannot take advantage of liability limits if the spill was caused by gross negligence or willful misconduct or resulted from violation of a federal safety, construction or operating regulations. In addition, for an Outer Continental Shelf facility or a vessel carrying crude oil from a well situated on the Outer Continental Shelf, the limits apply only to liability for damages (e.g. natural resources, real or personal property, subsistence use, reserves, profits and earnings capacity, and public services damages). The owner or operator of such facility or vessel is liable for all removal costs resulting from a discharge or substantial threat of discharge without limits. If the party fails to report a spill or to cooperate fully in the cleanup, the liability limits likewise do not apply and certain defenses may not be available. Moreover, OPA 90 imposes on responsible parties the need for proof of financial responsibility to cover at least some costs in a potential spill. As required, we have provided satisfactory evidence of financial responsibility to the USCG for all of our vessels when required by law. OPA 90 does not preempt state law, and states may impose liability on responsible parties and requirements for removal beyond what is provided in OPA 90.

OPA 90 also imposes ongoing requirements on a responsible party, including preparedness and prevention of oil spills and preparation of an oil spill response plan. We have engaged the Marine Spill Response Corporation to serve as our Oil Spill Removal Organization for purposes of providing oil spill removal resources and services for our operations in U.S. waters as required by the USCG. In addition, our Tank Vessel Response Plan and Non-Tank Vessel Response Plan have been approved by the USCG.

The Clean Water Act imposes restrictions and strict controls on the discharge of pollutants into federal waters and provides for civil, criminal and administrative penalties for any unauthorized discharge of oil or other hazardous substances in reportable quantities. The Clean Water Act also imposes liability for the costs of removal and remediation of an unauthorized discharge, including the costs of restoring damaged natural resources. Many states have laws that are analogous to the Clean Water Act and also require remediation of accidental releases of petroleum or other pollutants in reportable quantities Our OSVs routinely transport diesel fuel to offshore rigs and platforms and also carry diesel fuel for their own use. Our OSVs also transport bulk chemical materials and liquid mud used in drilling activities, which contain oil and hazardous substances. We maintain vessel response plans as required by the Clean Water Act to address potential oil, fuel and hazardous substance spills.

The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, also known as "CERCLA" or the "Superfund" law, and similar laws impose liability on certain classes of persons, without regard

to fault or the legality of the original conduct, who are considered to be responsible for releases of hazardous substances, pollutants and contaminants into the environment. CERCLA currently exempts crude oil from the definition of hazardous substances for purposes of the statute, but our operations may involve the use or handling of other materials that may be classified as hazardous substances, pollutants and contaminants. CERCLA assigns strict, joint and several liability to each responsible party for response costs, as well as natural resource damages. Under CERCLA, responsible parties include not only owners and operators of vessels but also any person who arranged for the disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances, and any person who accepted hazardous substances for transport to and selected the disposal or treatment facilities. Thus, we could be held liable for releases of hazardous substances that resulted from operations by third parties not under our control or for releases associated with practices performed by us or others that were standard in the industry at the time and in compliance with existing laws and regulations.

The Resource Conservation and Recovery Act regulates the management, generation, transportation, storage, treatment and disposal of onshore hazardous and non-hazardous wastes and requires states to develop programs to ensure the safe treatment, storage and disposal of wastes. States having jurisdiction over our operations also have their own laws governing the generation and management of solid and hazardous waste. We generate non-hazardous wastes and small quantities of hazardous wastes in connection with routine operations. We believe that all of the wastes that we generate are handled in material compliance with the Resource Conservation and Recovery Act and analogous laws.

On December 4, 2018, the Vessel Incidental Discharge Act was enacted, which requires the EPA to develop, through rulemaking, new national standards of performance for commercial vessel incidental discharges. In October 2020, the EPA proposed national standards of performance, and in October 2023, the EPA supplemented the proposed rulemaking, providing additional USCG data and supplemental regulatory options being considered by the EPA for discharge from ballast tanks, hulls and niche areas, and graywater systems, informed by public comments to the initial proposed rule. The final rule is expected to be published in the Federal Register in Fall of 2024, which will be followed by a USCG rulemaking process to issue enforcement regulations, with a deadline set by the Vessel Incidental Discharge Act of two years after the EPA's final rule. In the interim, the existing vessel discharge requirements established through the 2013 Vessel General Permit under the National Pollutant Discharge Elimination System still apply. In addition, the International Maritime Organization's, or IMO, International Convention for the Control and Management of Ships' Ballast Water and Sediments otherwise known as the Ballast Water Management Convention, or BWMC, became effective on September 8, 2017. The BWMC has similar standards to that of the USCG and EPA ballast water regulations. These regulations require all of our existing vessels to meet certain standards pertaining to ballast water discharges. An exemption to certain compliance requirements in the U.S. is provided for vessels that operate within an isolated geographic region, as determined by the USCG and the EPA, respectively. Most of our vessels operating in the U.S. GoM are exempt from the ballast water treatment requirements. However, for non-exempt vessels, ballast water treatment equipment may be required to be utilized on the vessel. We have currently estimated the cost of compliance with either the EPA's vessel discharge requirements or the BWMC to be approximately $250,000 per vessel that is required to be fitted with a treatment system.

The CAA regulates the emission of air pollutants resulting from industrial activities. Between 2008 and 2015, the EPA phased-in Tier 4 emission standards for the exhaust of marine diesel engines applicable to engine manufacturers and vessel owners, including our fleet, which are equivalent to the regulations adopted in IMO amendments to the 1973 International Convention for the Prevention of Pollution of Ships, as modified by the Protocol of 1978 (or MARPOL 73/78), as discussed further below. The standards were adopted to reduce emission of particulate matter and nitrogen oxides and require vessel owners to conduct engine maintenance, periodic surveys and certification requirements for marine diesel engines. In August 2020, the EPA amended the Tier 4 emission standards to allow additional lead time for engines used in certain high-speed vessels due to manufacturing concerns and streamlined engine certification requirements to facilitate or accelerate certification of Tier 4 marine engines with high power densities. Significant costs may be incurred in the event a marine diesel engine requires replacement, and replacement engines may be required to comply with a higher emissions

standard than the engine being replaced. In addition, the 2008 California Air Resources Board's Commercial Harbor Craft Regulation requires the phase-out of older engines with engines meeting higher emissions standards by certain compliance timelines in regulated California waters, and in 2022, was amended to expand applicability to additional vessel types and require cleaner upgrades or newer technology. To the extent that such current or future federal or state regulations may apply to our operations or vessels, we could be responsible for the costs associated with compliance.

IMO amendments to the International Convention for the Prevention of Pollution from Ships, 1973, or MARPOL, reduced the permitted sulfur content of any fuel oil used on board ships from 3.5% to 0.5% globally, effective January 1, 2020. While operating within designated Emission Control Areas, such as within 200 nautical miles of North America, the sulfur content limit is 0.1%. The IMO's Anti-Fouling System Convention prohibits the use of certain coatings used to prevent the growth of marine organisms. Amendments to this Convention were adopted in June 2021 and became effective on January 1, 2023, to prohibit anti-fouling systems containing cybutryne. Our vessels are coated with approved anti-fouling paint systems and maintained in accordance with the Convention.

Present and future legislation, regulation and treaties centered on the protection of marine mammals and other ocean life may also impact our operations. For example, in the United States, regulations implemented pursuant to the Marine Mammals Protection Act, the Endangered Species Act and the National Marine Sanctuaries Act impose vessel speed restrictions, minimum marine mammal approach distances and strike reporting, and prohibit vessel entry in certain protected areas, with the same or similar regulations on the international level. Additionally, in March 2023, the United Nations Convention on the Law of the Sea proposed a draft agreement on the conservation and sustainable use of marine biological diversity of areas beyond national jurisdiction, aiming to promote the conservation and sustainable use of marine biological diversity on the high seas, which was formally adopted in June 2023, and is awaiting ratification. When formally ratified, the agreement will create a legal framework for the establishment of marine protected areas and will require environmental impact assessments for activities with the potential to impact the marine environment on the high seas. We have implemented a Marine Mammal Watch and Avoidance procedure in accordance with guidelines provided by the National Oceanic and Atmospheric Administration ("NOAA") and comply with vessel speed restrictions and other requirements implemented by NOAA.

*Climate Change*

GHG emissions have increasingly become the subject of international, national, regional, state and local attention. Although no comprehensive federal climate change legislation regulating the emission of GHGs or directly imposing a price on carbon has been implemented to date in the United States, efforts have been made and continue to be made in the international community toward the adoption of international treaties or protocols that would address global climate change issues. For example, over the past decade, the IMO adopted international mandatory measures to improve ships' energy efficiency, as well as an initial strategy on the reduction of GHG emissions from shipping and regulatory measures to implement that strategy. The IMO's Marine Environment Protection Committee adopted a revised and strengthened set of climate goals during its 80th session in July 2023, which sets a target to reach net-zero GHG emissions from shipping by or around 2050. The Biden Administration has also indicated willingness to pursue new climate change legislation, executive actions or other regulatory initiatives to limit GHG emissions, including by rejoining the Paris Agreement treaty on climate change in 2021, issuing several executive orders to address climate change, submitting a U.S. Nationally Determined Contribution that sets a target to cut GHG emissions to 50-52 percent of 2005 levels by 2030, announcing the U.S. Methane Emissions Reduction Action Plan, and participation in the Global Methane Pledge, a pact that aims to reduce global methane emissions at least 30% below 2020 levels by 2030. In addition, the IRA 2022 imposes the first-ever federal fee on excess methane emissions from facilities required to report their GHG emissions to the EPA, and also appropriates significant federal funding for renewable and alternative energy sources, which could increase costs and accelerate the transition to alternative fuels. In November 2022, the Federal Acquisition Regulatory Council also proposed a rule that would require companies with at least $7.5 million in annual federal contract obligations to disclose their Scope 1 and 2 GHG emissions and companies that receive at least $50 million in annual federal contracts to additionally disclose their relevant Scope 3 GHG emissions, make annual disclosures aligned with the recommendations of the Task Force on Climate-related Financial Disclosures, and set

science-based emissions reduction targets. Under the Biden Administration, the White House Council on Environmental Quality ("CEQ") issued a final rule in April 2022 which included ensuring that agency analysis required under the National Environmental Policy Act ("NEPA") captures the direct, indirect, and cumulative effects of major federal actions. Additionally, in January 2023, the CEQ released guidance to assist federal agencies in assessing the GHG emissions and climate change effects of their proposed actions under NEPA. These or other increases in federal agency attention to GHG emissions and climate change effects may impact our customers' ability or time to receive, or increase restrictions on, offshore leases or permits. Separately, many U.S. state and local leaders as well as foreign national or multinational governments have intensified or stated their intent to intensify efforts to support international climate commitments and treaties, in addition to developing programs that are aimed at reducing GHG emissions such as by means of cap and trade programs, carbon taxes, encouraging the use of renewable energy or alternative low-carbon fuels, or imposing new climate-related reporting requirements. For example, cap and trade initiatives to limit GHG emissions have been introduced in the European Union and certain U.S. states. To the extent that these regulations may apply, we could be responsible for costs associated with complying with such regulations. Future treaty obligations, statutory or regulatory changes or new climate change legislation in the jurisdictions in which we operate could affect our costs associated with compliance. In addition, we may see indirect impacts from climate-related legislation and regulations applicable to our customers, even when not directly applicable to us. We may face costs associated with adapting to customer requirements (e.g., for emissions information, renewable fuels and technologies, engine or other equipment upgrades, or other emissions reduction measures) as our customers respond to their own climate-related compliance obligations.

Additionally, on March 21, 2022, the SEC issued a proposed rule regarding the enhancement and standardization of mandatory climate-related disclosures for investors. The proposed rule would require registrants to include certain climate-related disclosures in their registration statements and periodic reports, including, but not limited to, information about the registrant's governance of climate-related risks and relevant risk management processes; climate-related risks that are reasonably likely to have a material impact on the registrant's business, results of operations, or financial condition and their actual and likely climate-related impacts on the registrant's business strategy, model, and outlook; climate-related targets, goals and transition plan (if any); certain climate-related financial statement metrics in a note to their audited financial statements; Scope 1 and Scope 2 GHG emissions; and Scope 3 GHG emissions and intensity, if material, or if the registrant has set a GHG emissions reduction target, goal or plan that includes Scope 3 GHG emissions. Although the proposed rule's ultimate date of effectiveness and the final form and substance of these requirements is not yet known and the ultimate scope and impact on our business is uncertain, compliance with the final rule may result in increased legal, accounting and financial compliance costs, make some activities more difficult, time-consuming and costly, and place strain on our personnel, systems and resources.

Restrictions on GHG emissions or other related legislative or regulatory enactments could have an effect in those industries that use significant amounts of petroleum products, which could potentially result in a reduction in demand for petroleum products and, consequently and indirectly, our offshore transportation and support services. We are currently unable to predict the manner or extent of any such effect. Furthermore, one of the asserted long-term physical effects of climate change may be an increase in the severity and frequency of adverse weather conditions, such as hurricanes, which may increase our insurance costs or risk retention, limit insurance availability or reduce the areas in which, or the number of days during which, our customers would contract for our vessels in general and in the U.S. GoM in particular. Such conditions could also cause damage to our assets. Any of these impacts, individually or in the aggregate, could materially and adversely affect our business, financial conditions and results of operations. We are currently unable to predict the manner or extent of any such effect. Our ability to mitigate the adverse physical impacts of climate change depends in part upon our disaster preparedness and response and business continuity planning. See further discussion in "Risk Factors—Our business may be subject to risks related to climate change, including physical risks such as increased adverse weather patterns and transition risks such as evolving climate change regulation, fuel conservation measures, shifting consumer preferences, technological advances and negative shifts in market perception towards the oil and natural gas industry and associated businesses, any of which could result in increased operating expenses and capital costs or decreased resources and adversely affect our financial results."

**Employees**

On October 31, 2023, we had 1,645 employees, including 1,365 vessel personnel and 280 corporate, administrative and management personnel. Excluded from these personnel totals are 43 third-country nationals that we contracted to serve on our vessels as of October 31, 2023. These non-U.S. mariners are typically provided by international crewing agencies. With the exception of 437 employees located in Mexico and Brazil as of October 31, 2023, none of our employees are represented by a union or employed pursuant to a collective bargaining agreement or similar arrangement. We have not experienced any strikes or work stoppages, and our management believes that we continue to experience good relations with our employees.

**Geographic Areas**

The table below presents revenues by geographic region[1] for the nine months ended September 30, 2023 and 2022 and the years ended December 31, 2022 and 2021 (in thousands):

| | Nine Months Ended September 30, | | | | Year Ended December 31, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2023 | % of Total | 2022 | % of Total | 2022 | % of Total | 2021 | % of Total |
| United States | $332,146 | 75.7% | $256,566 | 80.6% | $362,830 | 80.4% | $196,357 | 76.6% |
| International[2][3] | 106,442 | 24.3% | 61,759 | 19.4% | 88,396 | 19.6% | 59,943 | 23.4% |
| | $438,588 | 100.0% | $318,325 | 100.0% | $451,226 | 100.0% | $256,300 | 100.0% |

(1) The Company attributes revenues to individual geographic regions based on the location where services are performed.
(2) International revenues of $61.6 million and $27.3 million were attributed to services performed in Mexico for the nine months ended September 30, 2023 and 2022, respectively. International revenues of $35.3 million and $12.7 million were attributed to services performed in Brazil for the nine months ended September 30, 2023 and 2022, respectively. Revenues attributed to other countries were not individually material for the periods presented.
(3) International revenues of $41.3 million and $40.7 million were attributed to services performed in Mexico for the years ended December 31, 2022 and 2021, respectively. Revenues attributed to other countries were not individually material for the periods presented.

The table below presents net book value of property, plant and equipment by geographic region[1] as of September 30, 2023 and 2022 and December 31, 2022 and 2021(in thousands):

| | As of September 30, | | | | As of December 31, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2023 | % of Total | 2022 | % of Total | 2022 | % of Total | 2021 | % of Total |
| United States | $472,210 | 85.4% | $354,607 | 80.6% | $365,769 | 81.4% | $258,575 | 78.4% |
| International[2][3] | 80,810 | 14.6% | 85,132 | 19.4% | 83,480 | 18.6% | 71,157 | 21.6% |
| | $553,020 | 100.0% | $439,739 | 100.0% | $449,249 | 100.0% | $329,732 | 100.0% |

(1) Book values are attributed to geographic regions based on the country of domicile of the specific asset-owning subsidiary of the Company, not the physical operating location of the asset as of any of the dates presented.
(2) International property, plant and equipment of $71.5 million and $74.5 million were owned by certain Mexican subsidiaries of the Company as of September 30, 2023 and 2022, respectively. Property, plant and equipment attributed to other countries were not individually material as of any of the dates presented. No other individual foreign location accounted for a material portion of property, plant and equipment as of any of the dates presented.
(3) International property, plant and equipment of $74.5 million and $62.3 million were owned by certain Mexican subsidiaries of the Company as of December 31, 2022 and 2021, respectively. Property, plant and

equipment attributed to other countries were not individually material as of any of the dates presented. No other individual foreign location accounted for a material portion of property, plant and equipment as of any of the dates presented.

**Foreign Operations**

Operating in foreign markets presents many political, social and economic challenges. Although we take measures to mitigate these risks, they cannot be completely eliminated. See “Risk Factors” for a further discussion of the risks of operating in foreign markets.

**Reportable Segments**

The Company has one reportable segment, which encompasses all aspects of its marine transportation services business. As the chief operating decision maker, our Chief Executive Officer evaluates the Company’s operating results on a consolidated basis to assess performance and allocate resources. While the Company’s vessels operate in various geographic regions and customer markets, they are centrally managed, share multiple forms of common costs, provide similar or complementary marine transportation services, they may move, and are manned by crews that may move, from location to location or market to market as needed, and are marketed on a portfolio basis with the goal of maximizing Adjusted EBITDA and Adjusted Free Cash Flow and generating the highest possible rate of return on invested capital without a steadfast commitment to geographic region or customer market.

**Ongoing Acquisition/Investment Activities**

We regularly evaluate additional acquisition opportunities and frequently engage in discussions with potential sellers. We are currently focused on pursuing acquisition opportunities that will further diversify our vessel holdings and the specialty services we offer. The timeline required to negotiate and close on any one or more acquisition opportunities is at times unpredictable and can vary greatly.

Our acquisitions may require material investments and could result in significant modifications to our capital plans, both in the aggregate amount of capital expenditures to be made and a reallocation of capital. Our acquisitions (including the ECO Acquisitions) are typically made for a purchase price which historically we have funded with a combination of borrowings, cash generated from operations and debt and/or equity issuances.

We typically do not announce a transaction until after we have executed a definitive agreement. In certain cases, in order to protect our business interests or for other reasons, we may defer public announcement of a transaction until closing or a later date. Past experience has demonstrated that discussions and negotiations regarding a potential transaction can advance or terminate in a short period of time. Moreover, the closing of any transaction for which we have entered into a definitive agreement may be subject to customary and other closing conditions, which may not ultimately be satisfied or waived. Accordingly, we can give no assurance that our current or future acquisition or investment efforts will be successful.

**Seasonality**

Demand for our oilfield-related offshore support services is directly affected by the levels of offshore drilling and production activity. Budgets of many of our customers are based upon a calendar year, and demand for our services has historically been stronger in the second and third calendar quarters when allocated budgets are expended by our customers and seasonal weather conditions are more favorable for offshore activities. Many other factors, such as the expiration of drilling leases and the supply of and demand for oil and natural gas, may affect this general trend in any particular year. In addition, we typically have an increase in demand for our vessels to survey and repair offshore infrastructure immediately following major hurricanes or other named storms in the U.S. GoM. Offshore wind construction projects on the U.S. East Coast are seasonal, typically occurring between April and September of each year. Servicing of existing offshore wind facilities with SOVs is

expected to occur year-round. Our government business is unaffected by seasonality. Humanitarian assistance and disaster relief efforts have typically been more pervasive during the hurricane season.

**Legal Matters**

We may be party to various legal proceedings and claims from time to time in the ordinary course of our business.

***Mexico Litigation***

Prompted by regulatory action taken by Secretaría de Marina ("SEMAR"), the Mexican merchant marine regulator, that terminated our ability to use our Mexican-flagged vessels in Mexican coast-wise trade, we initiated legal proceedings in the First Federal District Court of Administrative Affairs in Mexico City on September 29, 2023 seeking preliminary and permanent stays against SEMAR's actions. A permanent stay has been issued, preserving the Company's cabotage privileges in Mexican waters, and we plan to prosecute our claim against the Mexican regulator seeking permanent reinstatement of our Mexican cabotage privileges.

## MANAGEMENT

### Directors and Executive Officers

The following table sets forth certain information with respect to our directors and executive officers as of the date of this prospectus:

| Name | Age | Position(s) |
|---|---|---|
| ***Directors:*** | | |
| Todd M. Hornbeck | 55 | Chairman of the Board, President and Chief Executive Officer |
| Kurt M. Cellar | 54 | Lead Independent Director |
| Evan Behrens | 54 | Director |
| Scott Graves | 52 | Director |
| Bobby Jindal | 52 | Director |
| Jacob Mercer | 48 | Director |
| L. Don Miller | 61 | Director |
| Aaron Rosen | 42 | Director |
| Admiral John Richardson, (USN Ret) | 63 | Advisory Director |
| ***Chairman Emeritus:*** | | |
| Larry D. Hornbeck | 84 | Chairman Emeritus |
| ***Other Executive Officers:*** | | |
| Carl G. Annessa | 66 | Executive Vice President—Military, Engineering, Repair & Maintenance |
| James O. Harp, Jr. | 63 | Executive Vice President and Chief Financial Officer |
| Samuel A. Giberga | 61 | Executive Vice President, General Counsel and Chief Compliance Officer & Corporate Secretary |
| John S. Cook | 54 | Executive Vice President, Chief Commercial Officer and Chief Information Officer |

#### *Directors*

***Todd M. Hornbeck*** is currently serving as our Chairman of the Board, President and Chief Executive Officer and founded Hornbeck in June 1997. Mr. Todd Hornbeck has served as the President and director of Hornbeck since founding the Company. Mr. Todd Hornbeck also served as Chief Operating Officer until February 2002, at which time he was appointed Chief Executive Officer. Additionally, in May 2005 he was appointed Chairman of the Board of Directors. Mr. Todd Hornbeck was the Chairman of the board of directors, President and Chief Executive Officer of Hornbeck prior to and during the Chapter 11 Cases. Prior to founding Hornbeck, Mr. Todd Hornbeck was employed by the original Hornbeck Offshore Services, Inc., a NASDAQ-listed publicly traded offshore service vessel company founded by his father, Mr. Larry Hornbeck, our Chairman Emeritus, with over 105 offshore supply vessels operating worldwide, from 1991 to 1996, serving in various positions relating to business strategy and development. Following the Company's merger with Tidewater Inc. ("Tidewater") in March 1996, Mr. Todd Hornbeck accepted a position as Marketing Director-Gulf of Mexico with Tidewater, where his responsibilities included managing relationships and overall business development in the U.S. GoM region. He remained with Tidewater until the Company's formation. Mr. Todd Hornbeck has served on the board of directors of the International Support Vessel Owners Association ("ISOA"), the Offshore Marine Service Association ("OMSA") and the National Ocean Industries Association ("NOIA"). Mr. Todd Hornbeck's extensive experience in the offshore service vessel industry, and over 25 years leading our company, positions him well to serve as our Chairman, President and Chief Executive Officer. As our founder, Mr. Todd Hornbeck brings his vision and goals for the Company to our board of directors. Under his leadership, we have expanded from a small private company to a large, global provider of technologically advanced offshore supply and multipurpose service vessels. The current Company carries the Hornbeck family name, uses the same horsehead logo and trademarks as the prior company and is able to benefit from long-standing working relationships with customers, vendors and Wall Street analysts, many of whom also had relationships with

Messrs. Todd and Larry Hornbeck at the prior public company. Unlike other companies that are led by non-founding managers, the Company benefits from the history, entrepreneurial spirit, industry expertise and leadership of its founder.

***Kurt M. Cellar*** has served as our Lead Independent Director since September 2020. Mr. Cellar currently serves as Lead Independent Director for American Banknote Corporation, where he serves as Chairman of both the Strategic Committee and Audit Committees. Mr. Cellar has served on the boards of more than twenty corporations over his career. In the past five years he has served as a corporate director for Six Flags Entertainment Corp (NYSE: SIX), U.S. Concrete, Inc. (NASDAQ: USCR), Guitar Center, Inc., Hawaiian Telecom, Inc. (NASDAQ: HCOM), and Home Buyers Warranty, Inc. From July 1999 until his retirement in January 2008, Mr. Cellar served as analyst, Director of Research and for the last five years as Partner and Portfolio Manager for Bay Harbour Management, LP. The firm received numerous awards including Absolute Returns Hedge Fund of the Year award in 2006. Prior to joining Bay Harbour, Mr. Cellar worked for the investment firm Remy Investors and Consultants and for the strategic consulting firm, LEK. Mr. Cellar received a B.A. in Economics/Business from the University of California, Los Angeles and a Masters of Business Administration in Finance from the Wharton School of Business at the University of Pennsylvania. Mr. Cellar is a retired Chartered Financial Analyst. We believe that Mr. Cellar is qualified to serve on our board of directors based on his significant financial and accounting experience as well as his public company board experience.

***Evan Behrens*** has served as a director of Hornbeck since September 2020. Mr. Behrens currently serves as Managing Member of B Capital Advisors LLC, an investment firm. Previously, Mr. Behrens served as Senior Vice President of Business Development at SEACOR Holdings from May 2009 to May 2017. Mr. Behrens initially joined SEACOR Holdings in 2008 and managed its involvement in numerous significant investments and transactions. Prior to joining SEACOR Holdings, Mr. Behrens served as a partner at Level Global Investors and prior to that, founded and managed Infinity Point (formerly Behrens Rubinoff Capital Partners). Mr. Behrens previously served in various positions at Paribas Corporation, Odyssey Partners/Ulysses Management and SAC Capital Management. Mr. Behrens currently serves on the board of directors of Oppenheimer Holdings Inc., a multinational independent investment bank and financial services company. Previously, Mr. Behrens served as a board member of SEACOR Marine Holdings, Harte-Hanks, Inc., Continental Insurance Group, Ltd, Penford Corporation, Global Marin Systems Limited, Trailer Bridge, Inc., Sidewinder Drilling LLC and Stemline Therapeutics. Mr. Behrens obtained an A.B. degree in political science from the University of Chicago. We believe that Mr. Behrens is qualified to serve as a director based on his broad experience regarding business valuations, mergers and acquisitions and investment management.

***Scott Graves*** has served as a director of Hornbeck since July 2023. He is a Partner, Co-Head of the Ares Private Equity Group, Portfolio Manager and Head of Special Opportunities. He serves as a member of the Ares Executive Management Committee and the Ares Private Equity Group's Corporate Opportunities, Special Opportunities, Energy Opportunities, and Extended Value Investment Committees. He currently serves as the Chairman of the board of directors for Savers Value Village, Inc. and serves on the boards of directors for the parent entities of Altafiber, Virgin Voyages and Vmo Aircraft Leasing. Prior to joining Ares in 2017, Mr. Graves spent his career in various capacities as a senior executive and investment professional for Oaktree Capital Management, L.P. ("Oaktree"). From 2013 through 2016, Mr. Graves served as Oaktree's Head of Credit Strategies and Portfolio Manager of Multi-Strategy Credit. He was responsible for a portion of Oaktree's credit platform, managed investment portfolios spanning the breadth of Oaktree's credit strategies and was active in Oaktree corporate management, serving on the Capital and Risk Management Board, the Senior Leadership Counsel, the Product Governance Board and the Project Steering Committee. From 2001 through 2013, Mr. Graves was an investment professional in Oaktree's Opportunities Funds, Value Opportunities Fund and Strategic Credit Funds strategies, where he served as a Portfolio Manager. Mr. Graves also managed Oaktree's corporate and strategic development group, leading the firm's product step-outs into emerging market credit, strategic credit, value equities, infrastructure, the enhanced income strategies, structured credit and senior secured lending. Prior to joining Oaktree, Mr. Graves served as a Principal in William E. Simon & Sons' private equity group and as an Analyst at Merrill Lynch & Company in the mergers and acquisitions group. Additionally,

Mr. Graves worked at Price Waterhouse LLP in the audit business services division. Mr. Graves holds a B.A. from the University of California, Los Angeles and an M.B.A. from the Wharton School at the University of Pennsylvania, where he currently serves on the Wharton School Graduate Executive Board. He holds a CPA license (inactive). We believe that Mr. Graves is qualified to serve as a director because of his extensive investment, financial and accounting expertise. In addition, Mr. Graves provides the perspective of a significant stockholder.

***Bobby Jindal*** has served as a director of Hornbeck since September 2020. Since 2017, Mr. Jindal has served as an operating advisor to the Ares Private Equity Group, working primarily on healthcare investments. Mr. Jindal served as the governor of the State of Louisiana from January 2008 to January 2016. Prior to that, Mr. Jindal served as a member of the United States House of Representatives for the state of Louisiana from 2005 to 2008, as assistant Secretary for Health and Human Services for Planning and Evaluation from 2001 to 2003, as President of the University of Louisiana system from 1999 to 2001, and as Secretary of the Louisiana Department of Health and Hospitals from 1996 to 1997. Mr. Jindal currently serves as a director for U.S. Heart and Vascular and LifeMD, a public telehealth company which engages in offering a portfolio of direct-to-patient products and services. He has previously served as director of WellCare Health Plans Inc. Mr. Jindal obtained a B.S. from Brown University and a Masters of Letters in Politics from Oxford University at New College. We believe that Mr. Jindal is qualified to serve as a director because his broad financial and diplomatic experience makes him an invaluable asset as the Company delves into further diversification efforts, and the achievement of our strategic objectives.

***Jacob Mercer*** has served as a director of Hornbeck since July 2023. Mr. Mercer is a Partner, Head of Special Situations and Restructuring at Whitebox. Prior to joining Whitebox in 2007, Mr. Mercer worked for Xcel Energy Inc. (NASDAQ: XEL) ("Xcel Energy") as Assistant Treasurer and Managing Director. Before joining Xcel Energy, he was a Senior Credit Analyst and Principal at Piper Jaffray and a Research Analyst at Voyageur Asset Management. Mr. Mercer also served as a logistics officer in the United States Army. Mr. Mercer has served as a director on numerous private and public company board of directors including current roles at Hi-Crush Inc. (formerly NYSE: HCR) since 2020, Malamute Energy, Inc. since 2016, and Currax Pharmaceuticals LLC since 2018. Past director roles include A.M. Castle & Co. (formerly OTC: CTAM) from 2017 to 2020, GT Advanced Technologies Inc. (formerly NASDAQ: GTAT) from 2019 to 2021, Hycroft Mining Holding Corporation (NASDAQ: HYMC), formerly Hycroft Mining Corporation, from 2015 to 2020, Par Pacific Holdings (NYSE: PARR), formerly Par Petroleum Corporation, from 2012 to 2015, Platinum Energy Solutions, Inc. (formerly NYSE: FRAC) from 2013 to 2017, Piceance Energy, LLC (d/b/a Laramie Energy) from 2012 to 2015, and SAExploration Holdings, Inc. (Formerly NASDAQ: SAEX) from July 2016 to June 2019 and from February 2020 to December 2020. Mr. Mercer holds a B.A. with a double major in economics and business management from St. John's University. He also holds the Chartered Financial Analyst (CFA) and the Certified Turnaround Professional (CTP) designations. We believe that Mr. Mercer is qualified to serve as a director based on his investment and financial expertise. In addition, Mr. Mercer provides the perspective of a significant stockholder.

***L. Don Miller*** has served as a director of Hornbeck since February 2021. Mr. Miller served as President and Chief Executive Officer of Bristow Group Inc. ("Bristow") from February 2019 to June 2020. He previously served as Senior Vice President and Chief Financial Officer of Bristow from August 2015 to February 2019. Before that he served as Bristow's Senior Vice President, Mergers, Acquisitions and Integration from June 2015 to August 2015, its Vice President, Mergers, Acquisitions and Integration from November 2014 to June 2015 and its Vice President, Strategy and Structured Transactions from 2010 to 2014. Prior to joining Bristow, Mr. Miller worked as an independent consultant from 2008 to 2010 assisting companies in capital markets and in a financial advisory capacity. He was previously the post-petition President and Chief Executive Officer for Enron North America Corp. and Enron Power Marketing, Inc. from 2001 to 2007 and also served in senior financial positions with Enron, including Director – Finance and Vice President, Asset Marketing Group from 1998 to 2001. Mr. Miller served as a supervisory director for Franks International N.V., an energy services provider, from 2020 to 2021. His career also includes seven years in senior financial positions with Citicorp Securities, Inc. and four years as an account executive with Dean Witter Reynolds, Inc. Mr. Miller is a CFA Charterholder.

We believe that Mr. Miller is qualified to serve as a director because of his extensive financial, industry and management experience.

***Aaron Rosen*** has served as a director of Hornbeck since December 2022. Mr. Rosen is a Partner and Co-Portfolio Manager of Special Opportunities in the Ares Private Equity Group, where he focuses on investing across the various Ares Private Equity Group's Special Opportunities and Corporate Opportunities Investment Committees. Mr. Rosen currently serves as a director, member of the audit committee and member of the nominating, governance and sustainability committee of the board of directors of Savers Value Village, Inc., positions he has held since April 2021. He currently serves on the boards of the parent entities of Consolidated Precision Products, Integrated Power Services, Virgin Voyages, Panoramic Health and WHP Global. Prior to joining Ares in 2018, Mr. Rosen was a Partner and Director of Research at Archview Investment Group, where he focused on credit and equity investments in both the U.S. and internationally. Prior to Archview, Mr. Rosen was a Vice President at Citigroup, where he was a founding member of the Citibank Global Special Situations Group focused on U.S. credit and value equity investment strategies. In addition, Mr. Rosen was a member of Citigroup's Asset-Based Finance group, where he focused on structuring senior secured debt financings for non-investment grade corporate borrowers. Mr. Rosen holds a B.S., summa cum laude, from New York University's Stern School of Business in Finance and Information Systems, where he received the Valedictorian Award. We believe that Mr. Rosen is qualified to serve as a director because of his extensive financial and accounting expertise. In addition, Mr. Rosen provides the perspective of a significant stockholder.

***Admiral John Richardson, (USN Ret)*** has served as an advisory director of Hornbeck since February 2023, and previously served as a director of Hornbeck from September 2020 to December 2022. Admiral Richardson (USN Ret) served 37 years in the U.S. Navy, completing his service as the Chief of Naval Operations (CNO), the top officer in the Navy. While in the Navy, Admiral Richardson (USN Ret) served in the submarine force. He commanded the attack submarine USS HONOLULU in Pearl Harbor, Hawaii, for which he was awarded the Vice Admiral James Bond Stockdale Inspirational Leadership Award. He went on to command at every level of the Navy. Admiral Richardson (USN Ret) served as the Director of Naval Reactors from 2012 until 2015, with responsibility for the full life-cycle, including regulatory responsibilities of more than 90 reactors operating around the world on nuclear-powered warships. After serving in this role, Admiral Richardson (USN Ret) served as the 31st Chief of Naval Operations from 2015 until 2019. Admiral Richardson (USN Ret) retired from the Navy in August 2019. Admiral Richardson (USN Ret) currently serves on the board of directors and as Chair of the Nuclear Oversight Committee of Constellation Energy Corporation. He also serves as director, Chair of the Special Programs Committee and a member of the Aerospace Safety and Finance Committees of the board of The Boeing Company, an aerospace company; and as director and member of the Audit and Finance and Compensation Committees of BWX Technologies, Inc., a supplier of nuclear components and fuel. Admiral Richardson (USN Ret) served as a member of the board of Exelon Corporation from 2019 through 2022. He also serves on the boards of the Center for New American Security and the Navy League of the United States. He is a senior advisor to the Johns Hopkins University Applied Physics Laboratory. Admiral Richardson (USN Ret) obtained a B.S. in physics from the U.S. Naval Academy, a master's degree in electrical engineering from the Massachusetts Institute of Technology and Woods Hole Oceanographic Institution, and a master's degree in national security strategy from the National War College. We believe that Admiral Richardson (USN Ret) is qualified to serve as an advisory director because he is uniquely qualified to understand the Company's operations, especially those in support of the United States government, and is well positioned to assist the Company in its diversification efforts.

***Chairman Emeritus***

***Larry D. Hornbeck*** serves as Hornbeck's Chairman Emeritus, a role he assumed in September 2020. An executive with over 42 years of experience in the offshore supply vessel business worldwide, Mr. Larry Hornbeck was the sole founder of the original Hornbeck Offshore Services, Inc., and from its inception in 1981 until its merger with Tidewater in March 1996, Mr. Larry Hornbeck served as the Chairman of the Board, President and Chief Executive Officer of Hornbeck Offshore Services, Inc. Following the merger, Mr. Larry Hornbeck served as a director and a member of the audit committee of Tidewater from March 1996 until October

2000. From 1969 to 1980, Mr. Larry Hornbeck served as an officer in various capacities, culminating as Chairman, President and Chief Executive Officer of Sealcraft Operators, Inc., a former NASDAQ- listed publicly traded offshore service vessel company operating 29 geophysical and specialty service vessels worldwide. He served on the board of directors and as chairman of the compensation committee of Costal Towing, an inland marine tug and barge company. Mr. Larry Hornbeck assisted in orchestrating the founding of the current Company and is the father of Mr. Todd M. Hornbeck, our Chairman of the Board, President and Chief Executive Officer. In addition to the leadership roles in which Mr. Larry Hornbeck has served or currently serves, he has extensive involvement in international and domestic marine industry associations. Mr. Larry Hornbeck helped form and served on the boards of several marine industry associations, including the OMSA, and the NOIA. He also served on the board of directors of the American Bureau of Shipping and the ISOA. We believe that Mr. Hornbeck is qualified to serve as Chairman Emeritus because Mr. Larry Hornbeck brings to our board of directors a deep understanding of the operations of a public company in the offshore service vessel industry. With his many years of experience as both Chief Executive Officer and Chairman of the Board of the original Hornbeck Offshore Services, Inc. and of Sealcraft Operators, Inc., Mr. Larry Hornbeck brings not only management expertise, and unique technical knowledge of offshore service vessels and their application, construction and operation, but also has longstanding relationships with customers and vendors. This, combined with his years of experience as Chairman Emeritus and his continued active involvement in the Company, make him an invaluable contributor to the Company.

***Other Executive Officers***

***Carl G. Annessa*** joined Hornbeck in September 1997 and is currently serving as our Executive Vice President—Military, Engineering, Repair & Maintenance. Mr. Annessa previously served as our Chief Operating Officer from February 2002 to September 2020, which was prior to and during the Chapter 11 Cases. Prior to February 2002, Mr. Annessa served as our Vice President of Operations beginning in September 1997. Mr. Annessa is responsible for executive oversight of the Company's fleet operations and for oversight of design and implementation of our vessel construction and modification programs. Prior to joining Hornbeck, Mr. Annessa was employed for 17 years by Tidewater in various technical and operational management positions, including management of large fleets of offshore supply vessels in the Arabian Gulf, Caribbean and West African markets, and was responsible for the design of several of Tidewater's vessels. Mr. Annessa was employed for two years by Avondale Shipyards, Inc. as a naval architect before joining Tidewater. Mr. Annessa received a degree in naval architecture and marine engineering from the University of Michigan in 1979.

***James O. Harp, Jr.*** joined Hornbeck in 2001 and is currently serving as our Executive Vice President and Chief Financial Officer. Mr. Harp has served as the Chief Financial Officer for Hornbeck since joining the Company. He was appointed Executive Vice President in February 2005. Mr. Harp was the Executive Vice President and Chief Financial Officer of Hornbeck prior to and during the Chapter 11 Cases. Prior to that time, he served as our Vice President beginning in January 2001. Before joining the Company, Mr. Harp served as Vice President in the Energy Groups of investment banking firms RBC Dominion Securities Corporation, from August 1999 to January 2001, and Jefferies & Company, Inc. from June 1997 to August 1999. During his investment banking career, Mr. Harp worked extensively with marine-related oil service companies, including Hornbeck as an investment banker in connection with the Company's private placement of common stock in November of 2000. From July 1982 to June 1997, he held roles of increasing responsibility in the tax section of Arthur Andersen LLP, ultimately serving as a Tax Principal, and had a significant concentration of international clients in the oil service and maritime industries. Since April 1992, he has also served as Treasurer and Director of SEISCO, Inc., a privately-held seismic brokerage company that he co-founded. In June 2023, Mr. Harp was appointed President of SEISCO, Inc. Mr. Harp is an inactive certified public accountant in Louisiana.

***Samuel A. Giberga*** joined Hornbeck in January 2004 and is currently serving as our Executive Vice President, General Counsel and Chief Compliance Officer & Corporate Secretary. Mr. Giberga has served as the General Counsel of Hornbeck since joining the Company. He was appointed Corporate Secretary in January 2021, Executive Vice President and Chief Compliance Officer in June 2011, and served as Senior Vice President

beginning in February 2005. Mr. Giberga was the Executive Vice President, General Counsel and Chief Compliance Officer of Hornbeck prior to and during the Chapter 11 Cases. Prior to joining Hornbeck, Mr. Giberga was engaged in the private practice of law for 14 years. He was a partner in the New Orleans-based law firm of Correro, Fishman, Haygood, Phelps, Walmsley & Casteix from February 2000 to December 2003 and served as a partner at Rice, Fowler, Kingsmill, Vance & Flint, LLP from March 1996 to February 2000. During his legal career, Mr. Giberga has worked extensively with marine and energy service companies in a variety of contexts with a concentration in general business, international and intellectual property matters. He was also a co-founder of Maritime Claims Americas, LLC, which operates a network of correspondent offices for marine protection and indemnity associations throughout Latin America. From June 2005 through February 2007, Mr. Giberga served as a director of the American Steamship Owners Mutual Protection and Indemnity Association Inc. (the American Club), a mutual protection and indemnity association in which the Company's principal operating subsidiaries were then entered as members. Mr. Giberga occasionally serves as an adjunct professor in intellectual property law matters at Loyola University Law School in New Orleans.

***John S. Cook*** is currently serving as our Executive Vice President, Chief Commercial Officer and Chief Information Officer and joined Hornbeck in May 2002. Mr. Cook has served as our Chief Information Officer since joining the Company. Mr. Cook was appointed Executive Vice President and Chief Commercial Officer in February 2013, and served as a Senior Vice President beginning in May 2008. Mr. Cook was initially designated an executive officer and appointed a Vice President of the Company in February 2006. Mr. Cook was the Executive Vice President, Chief Commercial Officer and Chief Information Officer of Hornbeck prior to and during the Chapter 11 Cases. Before joining Hornbeck, Mr. Cook held roles of increasing responsibility in the business consulting section of Arthur Andersen LLP from January 1992 to May 2002, ultimately serving as a Senior Manager. During his consulting career, Mr. Cook assisted numerous marine and energy service companies in various business process and information technology initiatives, including strategic planning and enterprise software implementations. Mr. Cook is an inactive certified public accountant in Louisiana and is a member of the American Institute of Certified Public Accountants and the Society of Louisiana Certified Public Accountants.

**Family Relationships**

Mr. Todd M. Hornbeck, the Chairman of the Board, President and Chief Executive Officer of the Company, is the son of Mr. Larry Hornbeck, who serves as Hornbeck's Chairman Emeritus and assisted in orchestrating the founding of the current Company.

**Composition of the Board of Directors**

Our business and affairs are managed under the direction of our board of directors. Upon completion of this offering, the total authorized number of directors constituting the board of directors will initially consist of directors, and thereafter, our board of directors will have discretion to determine the size of the board of directors. Subject to certain exceptions, newly created director positions resulting from an increase in size of the board of directors and vacancies may be filled by our board of directors. See "Description of Capital Stock and Warrants—Size of Board of Directors and Vacancies."

**Director Independence**

Pursuant to the corporate governance standards of the NYSE, a director employed by us cannot be deemed an "independent director," and each other director will qualify as "independent" only if our board of directors affirmatively determines that he has no material relationship with us, either directly or as a partner, stockholder or officer of an organization that has a relationship with us. The fact that a director may own our capital stock is not, by itself, considered a material relationship. Based on information provided by each director concerning his or her background, employment and affiliations, our board of directors has affirmatively determined that each of are independent in accordance with the NYSE rules.

**Securityholders Agreement**

The Securityholders Agreement by and among the Company and the other parties thereto (as amended, the "Securityholders Agreement") grants (subject to certain qualifications) (i) the principal stockholders managed or advised by Ares or its affiliates (the "Ares principal stockholders") the right to designate (A) four directors so long as the Ares principal stockholders beneficially own at least 30% of the fully diluted shares of common stock of the Company (excluding shares issuable pursuant to the Creditor Warrants and the 2020 Management Incentive Plan), (B) two directors so long as the Ares principal stockholders own less than 30% but at least 20% of the fully diluted shares of common stock of the Company (excluding shares issuable pursuant to the Creditor Warrants and the 2020 Management Incentive Plan), and (C) one director so long as the Ares principal stockholders own less than 20% but at least 10% of the fully diluted shares of common stock of the Company (excluding shares issuable pursuant to the Creditor Warrants and the 2020 Management Incentive Plan); (ii) Whitebox the right to designate two directors to our board of directors so long as Whitebox owns at least 10% of the fully diluted shares of common stock of the Company (excluding shares issuable pursuant to the Creditor Warrants and the 2020 Management Incentive Plan); and (iii) Highbridge the right to designate two directors to our board of directors so long as Highbridge owns at least 10% of the fully diluted shares of common stock of the Company (excluding shares issuable pursuant to the Creditor Warrants and the 2020 Management Incentive Plan).

Upon completion of this offering, the members of our board of directors appointed by the Ares principal stockholders will include , , , and , the Whitebox designees to our board of directors will be and , and the Highbridge designees to our board of directors will be and .

There are no other arrangements or understandings between any director and any other person pursuant to which the director was selected as a director, other than the provisions of the Securityholders Agreement and those described herein, relating to the appointment of directors.

**Board Committees**

Upon the completion of this offering, our board of directors will have three standing committees: an audit committee, a compensation committee and a nominating and corporate governance committee. The composition and responsibilities of each committee following this offering are described below. Members serve on these committees until their resignation or until otherwise determined by our board.

For each committee below, the rules of the SEC and the exchange upon which we list our shares require us to have one independent committee member upon the listing of our common stock, a majority of independent committee members within 90 days of the effective date of the registration statement and all independent audit committee members within one year of the effective date of the registration statement.

***Audit Committee***

Upon the completion of this offering, our audit committee will consist of , and , with serving as chair. Our board of directors has determined that and each satisfy the independence requirements for audit committee members under the listing standards of the NYSE and Rule 10A-3 of the Exchange Act. has been determined to be an audit committee "financial expert" as defined under SEC rules. All members of the audit committee are able to read and understand fundamental financial statements, are familiar with finance and accounting practices and principles and are financially literate. Our audit committee will be responsible for, among other things:

- selecting and hiring our independent auditors, and approving the audit and non-audit services to be performed by our independent auditors;

- assisting the board of directors in evaluating the qualifications, performance and independence of our independent auditors;
- assisting the board of directors in monitoring the quality and integrity of our financial statements and our accounting and financial reporting;
- reviewing the adequacy and effectiveness of our internal control over financial reporting processes;
- reviewing with management and our independent auditors our annual and quarterly financial statements;
- establishing procedures for the receipt, retention and treatment of complaints received by us regarding accounting, internal accounting controls or auditing matters and the confidential, anonymous submission by our employees of concerns regarding questionable accounting or auditing matters;
- preparing the audit committee report that the SEC requires in our annual proxy statement; and
- reviewing related-party transactions.

Upon the completion of this offering, our board of directors will have adopted a written charter for the audit committee which will take effect upon the completion of this offering and which satisfies the applicable rules of the SEC and the listing standards of the NYSE. This charter will be posted on our website upon the completion of this offering.

***Compensation Committee***

Upon completion of this offering, our compensation committee will consist of , and , with serving as chair. The compensation committee will be responsible for, among other things:

- reviewing and approving corporate goals and objectives relevant to the compensation of our chief executive officer, evaluating our chief executive officer's performance in light of those goals and objectives, and, either as a committee or together with the other independent directors (as directed by the board of directors), determining and approving our chief executive officer's compensation level based on such evaluation;
- reviewing and approving, or making recommendations to the board of directors with respect to, the compensation of our other executive officers, including annual base salary, bonus, equity-based incentives and other benefits;
- reviewing and recommending to our board of directors with respect to the compensation of our directors; and
- reviewing and making recommendations with respect to our equity compensation plans.

Upon the completion of this offering, our board of directors will have adopted a written charter for the compensation committee which will take effect upon the completion of this offering and which satisfies the applicable rules of the SEC and the listing standards of the NYSE. This charter will be posted on our website upon the completion of this offering.

***Nominating and Corporate Governance Committee***

Upon completion of this offering, we expect our nominating and corporate governance committee will consist of , and , with serving as chair. The nominating and corporate governance committee is responsible for, among other things:

- assisting our board of directors in identifying prospective director nominees and recommending nominees to the board of directors;
- overseeing the evaluation of the board of directors and management;

- reviewing developments in corporate governance practices and developing and recommending a set of corporate governance guidelines;
- overseeing the Company's sustainability plan; and
- recommending members for each committee of our board of directors.

Upon the completion of this offering, our board of directors will have adopted a written charter for the nominating and corporate governance committee which will take effect upon the completion of this offering and which satisfies the applicable rules of the SEC and the listing standards of the NYSE. This charter will be posted on our website upon the completion of this offering.

**Compensation Committee Interlocks and Insider Participation**

None of our executive officers serve on the board of directors or compensation committee of a company that has an executive officer that serves on our board of directors or compensation committee. No member of our board of directors is an executive officer of a company in which one of our executive officers serves as a member of the board of directors or compensation committee of that company.

**Codes of Conduct**

We have a Code of Conduct that applies to all of our officers and employees, including our principal executive officer, principal financial officer and principal accounting officer, and a Code of Business Conduct and Ethics for members of our board of directors, which are posted on our Internet website on the "Governance Highlights" page accessible through the "Investors" tab. Our Code of Conduct is a "code of ethics," as defined in Item 406(b) of Regulation S-K. The information contained on, or accessible from, our website is not part of this prospectus by reference or otherwise. We will make any legally required disclosures regarding amendments to, or waivers of, provisions of our code of ethics on our website.

**Corporate Governance Guidelines**

Upon the completion of this offering, our board of directors will have established corporate governance guidelines in accordance with the corporate governance rules of the NYSE, which will be posted on our Internet website on the "Governance Highlights" page accessible through the "Investors" tab. The information contained on, or accessible from, our website is not part of this prospectus by reference or otherwise.

These corporate governance guidelines will include the definition of independence used by the Company to determine whether our directors and nominees for directors are independent, which are the same qualifications prescribed under the NYSE Listing Standards. Pursuant to these corporate governance guidelines, our non-management directors will be required to meet in separate sessions without management on a regularly scheduled basis, but no less than four times a year. Generally, these meetings may occur as an executive session without the management director in attendance in conjunction with regularly scheduled meetings of our board of directors throughout the year. If the non-management directors include directors that are not independent directors (as determined by our board of directors), the independent directors will be required to meet in at least one separate session annually that includes only the independent directors. Because the Chairman of the Board is also a member of management, the non-management directors' and independent directors' separate sessions will be presided over by the Lead Independent Director or, in his absence, by an independent director designated by the Lead Independent Director or elected by a majority of the independent directors.

# EXECUTIVE COMPENSATION

## Compensation Discussion and Analysis

The purpose of this compensation discussion and analysis section is to provide information about the material elements of compensation that are paid, awarded to or earned by our "named executive officers," who consist of our principal executive officer, principal financial officer and three other most highly compensated executive officers. For our fiscal year ended December 31, 2022 ("Fiscal 2022"), our named executive officers ("NEOs") were:

- Todd M. Hornbeck, Chairman of the Board, President and Chief Executive Officer;
- James O. Harp, Jr., Executive Vice President and Chief Financial Officer;
- Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer and Corporate Secretary;
- John S. Cook, Executive Vice President, Chief Commercial Officer and Chief Information Officer; and
- Carl G. Annessa, Executive Vice President—Military, Engineering, Repair & Maintenance.

## Compensation Philosophy and Objectives

Upon completion of this offering, our compensation committee and our board of directors (our "Board") will review and approve the compensation of our NEOs and oversee and administer our executive compensation programs and initiatives. As we return to being a public company, we expect that the components and underlying driving factors of our executive compensation programs will continue to evolve. Accordingly, the compensation paid to our NEOs for Fiscal 2022 is not necessarily indicative of how we will compensate our NEOs after this offering.

Our executive compensation programs reflect our entrepreneurial and innovative culture and philosophy. Executives, including our NEOs, are (i) hired to devise and execute strategies that create long-term stockholder value consistent with our mission statement and core values and (ii) appropriately rewarded for doing so.

The objectives of our executive compensation programs are to (i) attract and retain executives who possess abilities essential to the Company's long-term competitiveness and success, (ii) support a performance-oriented environment and (iii) create a culture of ownership, allowing executives to share meaningfully with stockholders in the long-term enhancement of stockholder value. Our compensation program for executive officers rewards the following attributes:

- *Financial Performance*. We reward decision-making that is designed to achieve operating results that increase stockholdervalue over the long-term and that compare favorably to the operating results of our peers.
- *Excellence*. We expect our executive officers to discharge their duties with excellence, professionalism and a high level of enthusiasm, integrity, diligence, analytical rigor, business acumen and attention to detail.
- *Leadership*. Executives of the Company are expected to demonstrate leadership.
- *Teamwork*. Executives are evaluated as members of a team, not merely as individuals.
- *Forward-Looking Focus*. We believe executives need to focus not only on our short-term performance, but also on our long-term future. Accordingly, we compensate our executives in a manner that incentivizes them to manage our business in a way that enables us to meet our long-range objectives, as well as our short-term goals.

- *Loyalty*. We promote a culture of ownership throughout the Company and reward employees, including our NEOs,who remain dedicated to the Company over the long-term with equity ownership opportunities, as well as other forms of long-term compensation.
- *Prudent Operating Practices.* The Company expects executive decision-making that promotes safe, effective, compliant and prudentwork practices.

In addition to the factors above, we consider other factors in establishing compensation, such as our financial condition and available resources and the competition for the services of our executives, each as of the time of the applicable compensation decision. We consider the competitive market for corresponding positions within comparable geographic areas and companies of similar size and stage of development operating in our industry or in other industries that are relevant to us.

**Compensation Committee Procedures**

The compensation committee considers Company information, historical compensation information about each executive officer anddata derived from market sources, including data regarding peer companies and current industry conditions, as points of reference for the appropriate mix of compensation elements.

*The Role of the Compensation Committee.* Our compensation committee is comprised solely of directors who (i) meet the independence requirements of Section 303A of the NYSE Listed Company Manual, the provisions of Section 952 of the Dodd-Frank Act and any rules or regulations promulgated thereunder and (ii) qualify as "Non -Employee Directors" under Rule 16b-3 of the Exchange Act.

The compensation committee is responsible for (i) establishing and administering an overall compensation program for our executive officers and approving all compensation for our executive officers, (ii) establishing and administering the Company's policies governing annual cash compensation and equity incentive awards for employees other than our executive officers and (iii) ensuring that the administration of the Company's incentive compensation and certain employee benefit plans is delegated appropriately in accordance with the applicable governing documents. The compensation committee meets multiple times each year to analyze and discuss the Company's compensation plans, proposals and other compensation-related issues. From time to time, it also engages in informal sessions with and without executive management. These sessions usually coincide with the Company's annual budget process. At the regular meeting of the compensation committee in the first quarter of each year, the compensation committee determines and approves the award, if any, of prior year cash incentive compensation. In addition, typically during the fourth quarter, the compensation committee determines the following year's annual compensation for our executive officers, including the establishment of base salaries, determination of any potential cash incentive compensation targets and participation levels of each NEO and approval of long-term incentive awards under the Company's 2020 Management Incentive Plan. The compensation awards approved by the committee are part of the annual budget approved by the Board, which is typically approved at the same time. When appropriate, the compensation committee recommends compensation or benefit policies or plans (or amendments to existing policies or plans) and amendments to employment agreements with our executive officers to the full Board. The Chief Executive Officer reviews the performance of the other executive officers and recommends to the compensation committee the base salary, cash incentive compensation, equity incentive compensation and other benefits for such executive officers. The compensation committee considers the Chief Executive Officer's recommendations when establishing the base salary, cash incentive compensation, equity incentive compensation and other benefits for the other executive officers.

*Compensation Consultant.* The compensation committee has the authority to directly engage independent consultants. In late 2021, the compensation committee evaluated several independent consultants and engaged Lyons Benenson & Co. ("LB&Co.") to perform a full compensation review and analysis for the Fiscal 2022 executive compensation season. As part of their review, LB&Co. provided advice on the compensation strategy and program design, compared the Company's compensation programs with those of other companies and

reviewed and recommended an updated peer group. LB&Co. also was retained to review and make recommendations concerning compensation for the fiscal year ending December 31, 2023. The compensation committee may choose to retain outside compensation consultants, such as LB&Co., to review compensation issues again in the future.

*Benchmarks.* We compete with other companies for executive talent. In doing so, we consider prevailing executive compensation trends in order to establish whether our compensation is appropriate, competitive and in-line with our overall executive compensation philosophy and objectives. The compensation committee considers competitive market data, including compensation levels and other information derived from: (i) public filings of publicly traded energy service companies identified by compensation consultants, other advisors or the compensation committee as having sufficiently similar operating characteristics with the Company so as to provide a source of meaningful comparison, or our Industry Peer Group; (ii) public filings of publicly traded marine service companies that are our direct competitors; and (iii) published survey information for the energy industry, as well as the broader commercial industry, when appropriate. Our competitive market is not comprised strictly of vessel owners, because the competition we face for certain executive talent is not limited to marine companies, and we believe that the number of such companies represents too small of a sample size for a reasonable comparison. Generally, the compensation committee considers how the compensation of our executives compares with the individual elements of, as well as the total direct compensation of, the NEOs of the groups described above.

In November of 2021, at the compensation committee's request, LB&Co. identified and selected a peer group that was representative of the competitive compensation landscape and the marketplace for executive talent. The Industry Peer Group was again reviewed in November of 2022, and no changes were recommended. The companies that are included in the Company's public company Industry Peer Group consist of the following:

**Industry Peer Group Used to Benchmark 2021 and 2022 Executive Compensation**

Bristow Group Inc. (VTOL)
Dril-Quip, Inc. (DRQ)
Forum Energy Technologies, Inc. (FET)
Great Lakes Dredge & Dock Corporation (GLDD)
Helix Energy Solutions Group, Inc. (HLX)
Kirby Corporation (KEX)
Newpark Resources, Inc. (NR)
Oceaneering International, Inc. (OII)
Oil States International, Inc. (OIS)
SEACOR Marine Holdings Inc. (SMHI)
TETRA Technologies, Inc. (TTI)
Tidewater Inc. (TDW)

*Role of Executive Management in the Compensation Process.* The compensation committee works with executive management with respect to the practical aspects of the design and execution of our executive compensation programs. Because our executive officers' cash compensation is derived, in part, from the Company's annual operating performance, the annual budget process is a key component of the process by which compensation is determined. The Chief Executive Officer and other members of management also evaluate comparative data of the Industry Peer Group and the broader commercial industry in order to compare proposed compensation against those offered by such peer companies and provide such information to the compensation committee. Following proposals made by executive management, including the Chief Executive Officer's recommendations regarding the other NEOs, the compensation committee engages in one or more discussion sessions, with and without executive management, in order to make a final determination of compensation for the NEOs.

*Incentive Cash Compensation Metrics.* The Company's performance measures for incentive cash compensation generally consist of Adjusted EBITDA, relative safety performance and a discretionary component tied to the Company's achievement of certain strategic objectives set by management and the Board. Adjusted EBITDA has historically been our most heavily weighted objective component because of the prominence that Adjusted EBITDA has in several facets of the Company's operations. For instance, we disclose and discuss Adjusted EBITDA as a non-GAAP financial measure in our quarterly reports and conference calls with our financial constituents. Additionally, Adjusted EBITDA is used by management (i) as a supplemental internal measure for planning and forecasting overall expectations and for evaluating actual results against such expectations; (ii) when evaluating potential acquisition targets, whereby management compares our Adjusted EBITDA to that of the potential acquisition target; and (iii) to assess our ability to service existing fixed charges and incur additional indebtedness. The compensation committee may make certain adjustments to Adjusted EBITDA, including adjustments for gains or losses on early extinguishment of debt, asset sales, acquisitions, conversions or other investments funded by debt or new capital, growth resulting from investments funded with unreturned capital and other non-cash or non-recurring items, in years in which they have relevance to our compensation analysis and/or are unpredictable for budgeting purposes. In setting the Adjusted EBITDA target used as a component of our cash incentive compensation, the compensation committee historically set the Adjusted EBITDA target based on expected performance for the year considering industry conditions, competitor performance and expectations of the Board. This approach historically resulted in Adjusted EBITDA targets that were designed to incentivize management to perform at demanding levels. The Company has not historically changed the Adjusted EBITDA target for cash incentive compensation for a given year, other than, on occasion, to adjust for significant acquisitions, dispositions or financings that had occurred after, and were unanticipated at the time when, the Adjusted EBITDA target was originally set.

The safety component is evaluated by comparing the total recordable incident rate (also known as "TRIR") with various industry benchmarks and our own prior safety performance. When selecting service providers, we know that our customers make decisions based on the safety performance of the provider. Therefore, we believe that by using a safety component in our objective performance measures, we will not only reinforce the culture of safety within our Company, which benefits our employees, but also should optimize revenue and improve our long-term performance sustainability.

We believe that these metrics incentivize management to strive for operating results that increase stockholder value, while reaffirming our commitment to operating our business at the highest levels of safety and with the utmost care and protection of the environment.

**Elements of Compensation**

Our current executive compensation program, which was set by our compensation committee, consists of the following components:

- base salary;
- annual cash incentive awards linked to our overall performance;
- periodic grants of long-term equity-based compensation, such as time- or performance-based restricted stock units or options;
- other executive benefits and perquisites; and
- employment agreements, which contain termination and change of control benefits.

We combine these elements in order to formulate compensation packages that provide competitive pay, reward the achievement of financial, operational and strategic objectives and align the interests of our executive officers and other senior personnel with those of our stockholders.

**Pay Mix**

The various components of our executive compensation program are related (but distinct) and are designed to emphasize "pay for performance," with a significant portion of total compensation reflecting a risk aspect tied to achieving our long-term and short-term financial and strategic goals. Our compensation philosophy is designed to foster entrepreneurship at all levels of the organization and is focused on employee value and retention by making long-term, equity-based incentive opportunities a substantial component of our executive compensation. The appropriate level for each compensation component is based in part, but not exclusively, on internal equity and consistency, experience and responsibilities, as well as other relevant considerations, such as rewarding extraordinary performance and leadership qualities. When allocating compensation between long-term and currently paid out compensation, between cash and non-cash compensation or among different forms ofnon-cash compensation, we have focused on structuring overall compensation packages that serve the goals described above.

***Base Salary***

We pay a base salary to each of our executive officers in order to compensate them for theirday-to-day services rendered to us over the course of each year. Each NEO's base salary was contractually established pursuant to his Amended and Restated Employment Agreement, dated September 4, 2020 (each, an "EA"). Our compensation committee reviews base salaries annually, and each NEO's may be increased, but not decreased (given the terms of each NEO's EA), from the contracted amount. In performing its annual review, the compensation committee considers the scope of the NEO's job responsibilities, the NEO's unique skill sets and experience and individual contributions, market conditions, the NEO's current compensation as compared to that provided by peer and competitor companies, including the Industry Peer Group, and the Company's annual financial budget. In addition, the compensation committee considers the overall performance of the Company and the recommendations of the Chief Executive Officer concerning the compensation of the NEOs other than himself. For the Fiscal 2022 compensation season, the compensation committee engaged LB&Co. as its compensation consultant, and consistent with the recommendation of LB&Co., the compensation committee approved an increase in the base salary of each of the NEOs for Fiscal 2022.

With respect to all of our NEOs (other than our Chief Executive Officer), our compensation committee determined to establish base salaries that are equal for each, given their shared level of seniority and experience, as well as the multiple roles each has played in the management of our business. This approach could change in the future. The equalized pay for our most senior executives also enhances our core values of teamwork. The base salaries paid to our NEOs in Fiscal 2022 and in the fiscal year ended December 31, 2021 ("Fiscal 2021") are set forth in the Summary Compensation Table below.

***Bonus***

We utilize non-equity incentive compensation, also referred to herein as "cashincentive compensation," in order to reward the achievement of specific results each year and the relative out-performance of our peers for the applicable measurement period. Each NEO's EA provides for the payment of cash incentive compensation to the extent earned based on performance, as measured against reasonably obtainable objective performance criteria determined by the compensation committee, after consultation with the Chief Executive Officer, no later than 90 days following the commencement of the applicable fiscal year. Each NEO's EA also provides for a target cash incentive compensation opportunity for each fiscal year equal to 100% of the NEO's annualized base salary for the fiscal year (the "Target Bonus"). Each NEO's actual cash incentive compensation for the relevant fiscal year will equal a percentage of the Target Bonus, determined as follows:

- 50% of the Target Bonus, if threshold levels of performance for that fiscal year are achieved;
- 100% of the Target Bonus, if target levels of performance for that fiscal year are achieved;
- 200% of the Target Bonus, if maximum levels of performance for that fiscal year are achieved; and

- A percentage of the Target Bonus determined in accordance with the plan established by the compensation committee, if achieved performance for the fiscal year is in between threshold, target and maximum levels of performance.

In Fiscal 2021, the Company's compensation program called for the award of cash incentive compensation based on relative achievement of two components: (i) Adjusted EBITDA (weighted 90%) and (ii) TRIR (weighted 10%). In Fiscal 2022, in an effort to motivate management to continue to make decisions that advance the Company's strategic objectives, the compensation committee reduced the Adjusted EBITDA weighting to 80%, maintained the TRIR weighting at 10% and introduced a 10% weighted Strategic Plan component based upon the Board's year-end assessment of various qualitative and quantitative factors that it deems relevant, in its sole discretion, to determine progress made by the Company toward achieving objectives set forth in the Company's 2021-2023 Strategic Plan. The compensation committee annually revisits whether to change the vesting criteria or otherwise adjust the weighting of the Adjusted EBITDA, TRIR and discretionary Strategic Plan components. We refer to each of the Adjusted EBITDA, TRIR and discretionary Strategic Plan component weighting percentages herein as an "Applicable Percentage."

The TRIR target uses annual industry safety benchmarks of IADC, ISOA and IMCA. Previously, we included the safety benchmark of OMSA; however, OMSA has discontinued publicizing its benchmark, so we no longer use OMSA as one of our of safety benchmarks. Because the Company has usually outperformed these industry safety benchmarks and in an effort to place an even greater emphasis on the preservation of our executive team's focus on efficient, safe and environmentally sound operations, the maximum safety level is set at 10% better than the average of the three-best annual TRIRs achieved by the Company in the most recent ten years. This results in a more difficult standard of TRIR necessary to achieve the maximum potential vesting for that factor.

The following table sets forth, for Fiscal 2022, the threshold, target and maximum goals for each of thenon-discretionary components and their Applicable Percentages. Achievement of a performance level in between "threshold" and "target" levels or "target" and "maximum" levels, as applicable, results in a payout of cash incentive compensation equal to (i) a percentage of base salary determined using straight-line interpolation, multiplied by (ii) the Applicable Percentage.

| Component | Applicable Percentage | Threshold Goal (Payout of 50% of Base Salary) | Threshold Payout Attributable to Component | Target Goal (Payout of 100% of Base Salary) | Target Payout Attributable to Component | Maximum Goal (Payout of 200% of Base Salary) | Maximum Payout Attributable to Component |
|---|---|---|---|---|---|---|---|
| Adjusted EBITDA | 80% | 75% of the Adjusted EBITDA Target | 40% of Base Salary | 100% of the Adjusted EBITDA Target | 80% of Base Salary | 125% of the Adjusted EBITDA Target | 160% of Base Salary |
| TRIR | 10% | TRIR less than the lowest average of all three annual safety benchmarks for any year falling within the most recent three years compiled by IADC, ISOA and IMCA | 5% of Base Salary | TRIR less than the lowest of any one of the three annual safety benchmarks for any year falling within the most recent three years compiled by IADC, ISOA and IMCA. | 10% of Base Salary | TRIR at least 10% less than the Company's three best annual TRIRs achieved in the last ten years | 20% of Base Salary |

A discussion concerning our use of TRIR in connection with compensation-related matters is found in the section captioned "Compensation Committee Procedures."

For Fiscal 2022, (i) the Company's Adjusted EBITDA was $205 million, which entitled each of the NEOs to receive a cash incentive compensation payout (in respect of the Adjusted EBITDA vesting criteria and based

on the Applicable Percentage) equal to 160% of base salary (i.e., 200% of Base Salary x the Applicable Percentage of 80%); and (ii) the TRIR was 0.14, which entitled each of the NEOs to receive cash incentive compensation (in respect of the TRIR vesting criteria and based on the Applicable Percentage) equal to 14% of base salary (i.e., 140% of Base Salary x the Applicable Percentage of 10%).

The Strategic Plan component of cash incentive compensation, comprising 10% of the aggregate potential cash incentive compensation that can be earned, is awarded based upon the Board's year-end assessment of various qualitative and quantitative factors that it deems relevant, in its sole discretion, to determine progress made by the Company toward achieving objectives set forth in the Company's Fiscal 2021-2023 Strategic Plan. For Fiscal 2022 performance, the compensation committee considered the continued progress toward the Company's goals of right-sizing the fleet (including the sale of over $20 million in low-spec equipment no longer useful in the Company's core business and the acquisition of 15 highly specialized vessels from competitors' fleets), the development and implementation of the Company's inaugural sustainability report, the Company's successful capitalization on initial oilfield recovery and the Company's substantial progress toward diversification of its core revenue stream, and based on these factors, the compensation committee elected to award each NEO cash incentive compensation (in respect of the Strategic Plan component and based on the Applicable Percentage) equal to 20% of base salary (i.e., 200% of Base Salary x the Applicable Percentage of 10%). This resulted in a combined weighted-average cash incentive compensation payout equal to 194% of base salary to each NEO for Fiscal 2022.

In extraordinary circumstances, the compensation committee can award event-driven or accomplishment-specific bonuses to the NEOs, which would be independent of the cash incentive compensation derived under the formulaic approach. No such bonuses were awarded to the NEOs for Fiscal 2022.

***Long-Term Equity-Based Compensation***

We believe that the interests of our stockholders are best served when a meaningful portion ofexecutive and management compensation is tied to equity ownership. On September 4, 2020, upon emergence from restructuring, we adopted the 2020 Management Incentive Plan (the "2020 Management Incentive Plan"). Under the 2020 Management Incentive Plan, the compensation committee is authorized to grant stock options, stock appreciation rights, time-vesting restricted stock units ("RSUs"), performance-vesting restricted stock units ("PSUs") and other equity-based awards. The Company has historically used a combination of stock options, RSUs and PSUs as a means to incentivize long-term employment and performance and to align individual compensation with the objective of building stockholder value. The Company uses equity incentive compensation, with vesting based on time, performance or both, as a means of encouraging a "culture of ownership" among employees, including our NEOs. The compensation committee believes that by using equity-based forms of incentive compensation, the interests of the Company's stockholders and the Company's management employees remain aligned over the long-term. The compensation committee exercises discretion in determining the number and type of equity awards to be granted to our executive officers, including our NEOs, as long-term incentive compensation. In exercising its discretion, the compensation committee considers a number of factors, including individual responsibilities, industry conditions, competitive market data and individual and Company performance. Subject to the express provisions of the 2020 Management Incentive Plan and direction from the Board, the compensation committee is authorized, among other things, (i) to select the executive officers to whom equity awards will be granted; (ii) to determine the type, size, terms and conditions of equity awards to executive officers, including vesting provisions and whether such equity awards will be time or performance-based; and (iii) to establish the terms for treatment of equity awards upon an executive officer's termination of employment.

In June 2022, we granted PSUs to each of our NEOs, and the PSUs are subject to both time-based and performance-based vesting conditions. Each NEO may vest in a percentage of the target number of shares of our common stock underlying his PSUs, with such vesting percentage ranging from 0% to 100%, subject to the NEO's continued service until the earliest to occur of a Change of Control (as defined under the 2020

Management Incentive Plan), an initial public offering ("IPO") and September 4, 2027 (as applicable, the "Measurement Date"). Each grant of PSUs is divided into three equal tranches (each, a "Tranche"), and on the Measurement Date, the Tranches vest as follows (if at all): (i) Tranche A vests upon the achievement of a total enterprise value ("TEV") of at least $500,000,000; (ii) Tranche B vests upon the achievement of a TEV of at least $750,000,000; and (iii) Tranche C vests upon the achievement of a TEV of at least $1,000,000,000.

If the Measurement Date is triggered by an IPO, the value of our common stock will be calculated using a volume-weighted average price ("VWAP") on the stock exchange on which our common stock is listed for all trading days falling within the 90-consecutive calendar days following the IPO (the "Initial IPO Measurement Period"). In the event that any Tranche has not vested as of the end of the Initial IPO Measurement Period, the PSUs attributable to such Tranche shall remain eligible to vest following the Initial IPO Measurement Period (until all PSUs have vested or the final Measurement Date of September 4, 2027 shall have occurred, whichever occurs first), based on achievement of the relevant TEV threshold as of the last trading day of each subsequent fiscal quarter (taking into account the VWAP for all trading days falling within such fiscal quarter). Unlike in connection with an IPO Measurement Date, no further vesting shall occur following a Change of Control or the September 4, 2027 Measurement Date, such that any Tranche(s) that fail(s) to vest as of such time will be forfeited.

We also granted RSUs to each of our NEOs in June 2022. The RSUs are subject to time-based vesting conditions only and vest in three equal tranches on February 15th of each of 2023, 2024 and 2025, subject to the NEO's continued service through the applicable vesting date (except in the case of an NEO's qualifying termination (i.e., a termination without "cause" or for "good reason" (each, as defined in the 2020 Management Incentive Plan)) occurring prior to the end of the vesting period, in which case the NEO will be entitled to vest in the next tranche of his RSUs). Notwithstanding the foregoing, all of an NEO's unvested RSUs will vest upon the consummation of a Change of Control, subject to his continued service through the date of such Change of Control.

Each RSU and PSU granted to our NEOs is credited with dividends paid in respect of one share of our common stock ("Dividend Equivalents"). Dividend Equivalents credited to an NEO's respective account and attributable to any particular RSU or PSU (and earnings thereon, if applicable) will be distributed to such NEO upon settlement of such RSU or PSU, as applicable, and if such RSU or PSU is forfeited, such NEO shall have no right to such Dividend Equivalents. For the avoidance of doubt, any Dividend Equivalents paid in respect of an RSU or PSU will be subject to the same vesting conditions as apply to the underlying award. Any payments made pursuant to the Dividend Equivalents will be paid in either cash or, to the extent such rights are paid in shares of our common stock, shares of our common stock.

As indicated by the allocation set forth in the table below, the ratio of time-based awards to performance-based awards favors time-based awards, emphasizing the retentive quality of our equity-based compensation. The number of PSUs set forth in the following table reflects achievement of target award levels (i.e., 100% vesting).

| Executive | Fiscal 2022 RSUs | Fiscal 2022 PSUs |
|---|---|---|
| Todd M. Hornbeck | 56,264 | 33,758 |
| James O. Harp, Jr. | 23,443 | 14,066 |
| Samuel A. Giberga | 23,443 | 14,066 |
| John S. Cook | 23,443 | 14,066 |
| Carl G. Annessa | 23,443 | 14,066 |

*In addition to the RSUs and PSUs discussed above, the NEOs were also granted stock options and RSUs in September 2020, all of which are reflected in the Outstanding Equity Awards at 2022 Fiscal Year-End table, below.*

***Other Executive Benefits and Perquisites***

We provide our NEOs and our other employees with certain perquisites and other personalbenefits as part of providing a competitive executive compensation program and for employee retention. We do not gross-up our NEOs or our other employees for taxes payable in respect of their perquisites received. The following table generally identifies the Company's benefit plans and identifies those employees who may be eligible to participate. The NEOs participate in the following benefit plans in the same manner that our employees do, except where noted below:

| Benefit Plan | Executive Officers (including NEOs) | Certain Managers | Full-Time Employees |
|---|---|---|---|
| Medical Insurance(1) | X | X | X |
| Dental Insurance(1) | X | X | X |
| Vision Insurance(1) | X | X | X |
| Employee Assistance Plan | X | X | X |
| Life and Disability Insurance(2) | X | X | X |
| Flexible Spending Accounts | X | X | X |
| 401(k) Plan | X | X | X |

(1) In Fiscal 2022, each of our NEOs had a supplemental medical insurance policy that pays for all of the NEO's eligibleout-of-pocket medical, dental and vision expenses.

(2) The NEOs, the Company's Vice Presidents and certain other officers have Company-paid basic life and accidental death and dismemberment insurance in an amount equal to 1.5 times their base salary, up to $300,000. All other employees have Company-paid basic life and accidental death and dismemberment insurance in an amount equal to 1.5 times their base salary, up to $100,000. In addition, the NEOs, the Company's Vice Presidents and certain other officers are eligible to receive disability benefits as long as they are disabled from performing their own occupation. For all other employees, they are entitled to disability benefits for up to 36 months, if they are disabled from performing their own occupation, and in order to be entitled to disability benefits after 36 months, they must be unable to work in any occupation.

The Company believes it should provide limited perquisites for its executive officers. As a result, the Company has historically provided nominal perquisites. The following table generally illustrates the perquisites we do (and do not) provide and identifies those employees who may be eligible to receive them:

| Type of Perquisite | Executive Officers (including NEOs) | Certain Managers | Certain Full-Time Employees |
|---|---|---|---|
| Company Vehicle | X | Not offered | X |
| Vehicle Allowance | Not offered | X | X |
| Supplemental Medical Insurance | X | Not offered | Not offered |
| Country Club Memberships | Not offered | Not offered | Not offered |
| Dwellings for Personal Use | Not offered | Not offered | Not offered |
| Security Services | Not offered | Not offered | Not offered |
| Supplemental Executive Retirement Program (SERP) | Not offered | Not offered | Not offered |
| Deferred Compensation Plan | X(1) | Not offered | Not offered |

(1) A Deferred Compensation Plan was adopted by the Board in 2007. However, no matching provision has been authorized under the plan, and, to date, no NEO has availed himself of participation therein.

***Employment Agreements and Severance Benefits***

We believe that a strong, experienced management team is essential to the best interests of the Company and our shareholders. As noted above, we have entered into EAs with the NEOs in order to, among other things, minimize employment security concerns, including those arising in the course of negotiating and completing a

significant transaction. The EAs provide for severance benefits, which are payable only if the NEO is terminated by the Company without "cause" or the NEO resigns for "good reason," in each case, whether or not in connection with a change of control; these benefits are enumerated and quantified in the section captioned "Potential Payments Upon Termination or Change of Control."

***Section 162(m)***

Section 162(m) of the Internal Revenue Code limits us to a deduction for federal income tax purposes of no more than $1 million of compensation paid to certain executive officers in a taxable year. Although we are mindful of the benefits of tax deductibility when determining executive compensation, we may approve compensation that will not be fully-deductible in order to ensure competitive levels of total compensation for our executive officers.

***Section 409A Considerations***

Another section of the Code, Section 409A, affects the manner in which deferred compensation opportunities are offered to our employees, because Section 409A requires, among other things, that "non-qualified deferred compensation" be structured in a manner that limits employees' abilities to accelerate or further defer certain kinds of deferred compensation. We intend to operate our existing compensation arrangements that are covered by Section 409A in accordance with the applicable rules thereunder, and we will continue to review and amend our compensation arrangements where necessary to comply with Section 409A.

***Code Section 280G***

With respect to certain payments made or benefits provided to executives in connection with a change in control of a corporation that constitute "parachute payments" (as defined in Code Section 280G), Code Section 280G disallows a tax deduction for the payor with respect to, and Code Section 4999 imposes a 20% excise tax on the individual receiving, any such "parachute payments" that constitute "excess parachute payments" (as defined in Code Section 280G). Generally, such payments and benefits are in the nature of compensation that is linked to or triggered by a change in control and may include, but are not limited to, bonus payments, severance payments and accelerated vesting and payouts in respect of awards under long-term incentive plans, including equity-based compensation. None of our NEOs is entitled to any gross-up with respect to any excise taxes that may be imposed under Code Section 4999, and as noted in the "Narrative Description to the Summary Compensation Table" and the "Grants of Plan-Based Awards Table for the 2022 Fiscal Year," each NEO's EA provides for a "best-net" cutback.

***Post Year-End Actions Affecting Compensation***

As discussed above, in March of each year, the compensation committee determines the cash incentive compensation and/or bonuses for the NEOs for services provided during the previous fiscal year. The compensation committee also determines equity incentive compensation awards for the NEOs, taking into account services provided during the previous fiscal year and the intended incentive for long-term employment and performance. All budgeted annual base salaries, equity incentive awards, potential cash incentive awards and performance targets related thereto, which are applicable to the NEOs, are addressed by the Board in its final approval of the Company's annual budget.

***Compensation Risk Assessment***

Once a publicly traded company, we will be subject to SEC rules regarding risk assessment. Those rules require a publicly traded company to determine whether any of its existing incentive compensation plans, programs or arrangements create risks that are reasonably likely to have a material adverse effect on the Company. We do not believe that any of our incentive compensation plans, programs or arrangements create risks that are reasonably likely to have a material adverse effect on the Company.

**Summary Compensation Table**

The table below sets forth the annual compensation awarded to or earned by our NEOs for Fiscal 2022 and Fiscal 2021.

| Name and Principal Position | Year | Salary ($)[1] | Stock Awards ($)[2] | Non-Equity Incentive Plan Compensation ($)[3] | All Other Compensation ($)[4] | Total ($) |
|---|---|---|---|---|---|---|
| Todd M. Hornbeck | 2022 | 750,000 | 3,868,245 | 1,455,000 | 49,078 | 6,122,323 |
| *Chairman, President & Chief Executive Officer* | 2021 | 637,500 | | 1,275,000 | 40,007 | 1,952,507 |
| James O. Harp, Jr. | 2022 | 400,000 | 1,611,762 | 776,000 | 46,445 | 2,834,207 |
| *EVP & Chief Financial Officer* | 2021 | 360,000 | | 720,000 | 30,786 | 1,110,786 |
| Samuel A. Giberga | 2022 | 400,000 | 1,611,762 | 776,000 | 44,751 | 2,832,513 |
| *EVP, General Counsel, Chief Compliance Officer & Corporate Secretary* | 2021 | 305,000 | | 610,000 | 34,065 | 949,065 |
| John S. Cook | 2022 | 400,000 | 1,611,762 | 776,000 | 44,106 | 2,831,868 |
| *EVP, Chief Commercial Officer & Chief Information Officer* | 2021 | 320,000 | | 640,000 | 32,694 | 992,694 |
| Carl G. Annessa | 2022 | 400,000 | 1,611,762 | 776,000 | 44,623 | 2,832,385 |
| *EVP—Military, Engineering, Repair & Maintenance* | 2021 | 320,000 | | 640,000 | 32,029 | 992,029 |

(1) The amounts in this column reflect the actual base salaries earned by our NEOs for Fiscal 2022 and Fiscal 2021.

(2) The amounts in this column reflect the grant date fair values (computed in accordance with FASB ASC Topic 718) of the RSU and PSU awards granted to the NEOs in Fiscal 2022. See Note 13 to our Financial Statements included elsewhere in this prospectus for the assumptions used in calculating the grant date fair values. For the RSUs, the amounts reported in this column reflect the aggregate grant date fair value computed in accordance with ASC Topic 718. For the PSUs, the amounts reported in this column are based on the probable outcome of the PSUs' performance conditions as of the grant date, consistent with the estimate at the grant date of our aggregate compensation cost to be recognized over the PSUs' service period in accordance with FASB ASC Topic 718, and assumes that the maximum number of the PSUs vest and participate in distributions.

(3) The amounts in this column reflect bonuses paid to our NEOs for Fiscal 2022 and Fiscal 2021 performance, pursuant to the terms of the annual cash incentive compensation opportunities set forth in their respective employment agreements and the Company's cash incentive compensation program in effect for Fiscal 2022 and Fiscal 2021, respectively.

(4) The amounts in this column reflect the following amounts paid to our NEOs for Fiscal 2022: (i) employer-paid automobile lease, fuel and insurance expenses, which total $23,192, $20,559, $18,865, $18,220 and $18,365 for each of Messrs. Hornbeck, Harp, Giberga, Cook and Annessa, respectively, (ii) employer-paid term life insurance policy expenses for each NEO, (iii) employer-paid supplemental health insurance policy expenses in the amount of $16,728 for Mr. Annessa and $16,356 for each of the other NEOs and (iv) 401(k) matching contributions, which total $9,150 for each of Messrs. Hornbeck, Harp, Giberga, Cook and Annessa.

**Grants of Plan-Based Awards for the 2022 Fiscal Year**

The following table summarizes the non-equity incentive plan awards and equity incentive plan awards granted to our NEOs during Fiscal 2022. All numbers have been rounded to the nearest whole dollar or unit.

| | | Estimated Future Payouts Under Non-Equity Incentive Plan Awards[1] | | | Estimated Future Payouts Under Equity Incentive Plan Awards[2] | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Name | Grant Date | Threshold ($) | Target ($) | Maximum ($) | Threshold (#) | Target (#) | Maximum (#) | All Other Stock Awards[3] (#) | Grant Date Fair Value of Stock and Option Awards[4] ($) |
| Todd M. Hornbeck | 3/28/2022 | 375,000 | 750,000 | 1,500,000 | | | | | |
| | 6/9/2022 | | | | | | | 56,264 | 2,417,664 |
| | 6/9/2022 | | | | 11,253 | 22,505 | 33,758 | | 1,450,581 |
| James O. Harp, Jr. | 3/28/2022 | 200,000 | 400,000 | 800,000 | | | | | |
| | 6/9/2022 | | | | | | | 23,443 | 1,007,346 |
| | 6/9/2022 | | | | 4,689 | 9,377 | 14,066 | | 604,416 |
| Samuel A. Giberga | 3/28/2022 | 200,000 | 400,000 | 800,000 | | | | | |
| | 6/9/2022 | | | | | | | 23,443 | 1,007,346 |
| | 6/9/2022 | | | | 4,689 | 9,377 | 14,066 | | 604,416 |
| John S. Cook | 3/28/2022 | 200,000 | 400,000 | 800,000 | | | | | |
| | 6/9/2022 | | | | | | | 23,443 | 1,007,346 |
| | 6/9/2022 | | | | 4,689 | 9,377 | 14,066 | | 604,416 |
| Carl G. Annessa | 3/28/2022 | 200,000 | 400,000 | 800,000 | | | | | |
| | 6/9/2022 | | | | | | | 23,443 | 1,007,346 |
| | 6/9/2022 | | | | 4,689 | 9,377 | 14,066 | | 604,416 |

(1) For Fiscal 2022, each NEO was eligible to receive non-equity incentive plan compensation based on the achievement of objective performance goals (for the EBITDA and TRIR components) and the discretion of the compensation committee (for the Strategic Plan component only). The amount actually paid to each NEO in respect of Fiscal 2022 pursuant to these criteria is reflected in the "Summary Compensation Table" under the heading "Non-Equity Incentive Plan Compensation."

(2) The amounts in this column reflect the PSUs granted to our NEOs pursuant to the 2020 Management Incentive Plan in Fiscal 2022.

(3) The amounts in this column reflect the RSUs granted to our NEOs pursuant to the 2020 Management Incentive Plan in Fiscal 2022. All RSUs granted in Fiscal 2022 were subject to time-vesting conditions only.

(4) For the RSUs granted in Fiscal 2022, the total dollar amounts in this column equal the product of (i) the number of RSUs indicated in the "All Other Stock Awards" column, multiplied by (ii) the fair value of our common stock as of the grant date ($42.97 per share), determined in accordance with FASB ASC Topic 718. For the PSUs granted in Fiscal 2022, the total dollar amounts in this column equal the product of (i) the number of PSUs indicated in the Maximum column, multiplied by (ii) the fair value of our common stock as of the grant date ($42.97 per share), determined in accordance with FASB ASC Topic 718.

**Narrative Description to the Summary Compensation Table and the Grants of Plan-Based Awards Table for the 2022 Fiscal Year**

***Amended and Restated Employment Agreements***

As noted above, each of our NEOs is a party to an EA that provides for such NEO's initial annual base salary, target annual cash incentive compensation opportunity, certain severance benefits (as described in detail in the section titled "Potential Payments upon Termination or Change of Control"), entitlement to reimbursement of reasonable business expenses and eligibility to participate in our benefit plans generally.

At the end of Fiscal 2022, Mr. Hornbeck's annualized base salary was $750,000, and each of the other NEOs had an annualized base salary of $400,000, and each of the NEOs (including Mr. Hornbeck) had a target annual cash incentive compensation opportunity equal to 100% of his annualized base salary. As previously noted, the various components of our executive compensation program are related but distinct and are designed to emphasize "pay for performance," with a significant portion of total compensation reflecting a risk aspect tied to achieving our long-term and short-term financial and strategic goals. For Fiscal 2022, each NEO's annual base salary represents approximately 15% or less of the NEO's total compensation, and each NEO's annual cash incentive compensation represents approximately 30% or less of the NEO's total compensation.

The EAs subject the NEOs to the following restrictive covenants: (i) perpetual confidentiality, (ii) employment term and2-year post-employment (A) non-competition and (B) employee and individual service provider (with a6-month lookback) non-solicitation and no hire, (iii) mutual non-disparagement and (iv) assignment of inventions. The EAs also contain a Section 280G"best-net" cutback, which provides that any payments and/or benefits that constitute "parachute payments" (as defined under Section 280G of the Code) will be reduced to the extent necessary to avoid the imposition any excise tax under Section 4999 of the Code, but only to the extent that the reduction results in the NEO receiving a greater amount (on an after-tax basis) than the NEO would receive absent such reduction.

***Grant of Equity Incentive Awards***

In Fiscal 2022 and under the 2020 Management Incentive Plan (as described above), Mr. Hornbeck was granted 56,264 RSUs and 33,758 PSUs and each of Messrs. Harp, Giberga, Cook and Annessa was granted 23,443 RSUs and 14,066 PSUs. These equity incentive awards are described in more detail above in the section titled "Long-Term Equity-Based Compensation."

**Outstanding Equity Awards at 2022 Fiscal Year-End**

The following table provides information on the stock option and stock award holdings of our NEOs as of the end of Fiscal 2022. This table includes unexercised stock options and unvested RSUs and PSUs. The vesting dates for each award are shown in the accompanying footnotes. The market value of the stock awards was determined using a price per share of $55.53, which is the fair market value of a share of our common stock as of December 31, 2022, as determined based on the independent valuation report prepared on our behalf, dated February 9, 2023.

| | | | | Stock Awards | | | |
|---|---|---|---|---|---|---|---|
| Name | Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)[1] | Option Exercise Price ($) | Option Expiration Date | Number of Unearned Shares, Units or Other Rights That Have Not Vested (#) | Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)[5] | Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#) | Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)[5] |
| Todd M. Hornbeck | 125,388 | 10.00 | 9/4/2030 | | | | |
| | | | | 70,732[2] | 3,927,748 | | |
| | | | | 56,264 [3] | 3,124,340 | | |
| | | | | | | 33,758[4] | 1,874,581 |
| James O. Harp, Jr. | 52,245 | 10.00 | 9/4/2030 | | | | |
| | | | | 29,472[2] | 1,636,580 | | |
| | | | | 23,443[3] | 1,301,790 | | |
| | | | | | | 14,066[4] | 781,084 |
| Samuel A. Giberga | 52,245 | 10.00 | 9/4/2030 | | | | |
| | | | | 29,472[2] | 1,636,580 | | |
| | | | | 23,443[3] | 1,301,790 | | |
| | | | | | | 14,066[4] | 781,084 |
| John S. Cook | 52,245 | 10.00 | 9/4/2030 | | | | |
| | | | | 29,472[2] | 1,636,580 | | |
| | | | | 23,443[3] | 1,301,790 | | |
| | | | | | | 14,066[4] | 781,084 |
| Carl G. Annessa | 52,245 | 10.00 | 9/4/2030 | | | | |
| | | | | 29,472[2] | 1,636,580 | | |
| | | | | 23,443[3] | 1,301,790 | | |
| | | | | | | 14,066[4] | 781,084 |

(1) On September 4, 2020, each of our NEOs received an award of stock options that is comprised of three equal tranches, with each tranche subject to both time-vesting and performance-vesting conditions. The stock options time-vest ratably on each of the first three anniversaries of June 19, 2020, subject to the NEO's continued employment through the applicable vesting date (except in the case of an NEO's "qualifying termination" (i.e., a termination without "cause" or for "good reason" (each as defined in the 2020 Management Incentive Plan)) occurring prior to the end of the vesting period, in which case the NEO will be entitled to time-vest in the next tranche of the NEO's stock options that is scheduled to time-vest on the next vesting date, with such stock options remaining outstanding and eligible to performance-vest following such "qualifying termination"). The stock options performance-vest based on the achievement of specified TEV levels, such that the NEO will only performance-vest if and when (i) a "change of control" (as defined in the 2020 Management Incentive Plan), an initial public offering or September 4, 2027 occurs and (ii) the implied TEV as of such time equals or exceeds the specified TEV threshold for such tranche.

(2) On September 4, 2020, each of our NEOs received an award of RSUs subject to time-based vesting conditions only. One-third of such RSUs vested on June 19th of each of 2021 and 2022, and the remaining one-third of such RSUs vested on June 19, 2023, in each case, subject to the NEO's continued service through the applicable vesting date (except in the case of an NEO's "qualifying termination" (i.e., a termination without "cause" or for "good reason" (each as defined in the 2020 Management Incentive Plan)) occurring prior to the end of the vesting period, in which case the NEO would have been entitled to vest in the next tranche of the NEO's RSUs that was scheduled to vest on the NEO's next vesting date). Notwithstanding the foregoing, all of an NEO's unvested RSUs would have vested upon the consummation of a "change of control," subject to his continued service through the date of such "change of control." These awards will settle on the earlier to occur of a "change of control" and September 4, 2027.

(3) As previously described in the sections titled "Grants of Plan-Based Awards for the 2022 Fiscal Year" and "Long-Term Equity-Based Compensation," on June 9, 2022, each of our NEOs received an award of RSUs, all of which are subject to time-based vesting conditions only and vest and settle in three equal tranches on February 15th of each of 2023, 2024 and 2025, subject to the NEO's continued service through the applicable vesting date (except in the case of the NEO's "qualifying termination" occurring prior to the end of the vesting period, in which case the NEO will be entitled to vest in the next tranche of his RSUs that is scheduled to vest on the next vesting date). Notwithstanding the foregoing, all of an NEO's unvested RSUs will fully vest upon the consummation of a "change of control," subject to the NEO's continued service through the date of such "change of control."

(4) As previously described in greater detail in the sections titled "Grants of Plan-Based Awards for the 2022 Fiscal Year" and "Long-Term Equity-Based Compensation," on June 9, 2022, each of our NEOs received an award of PSUs subject to both time-based and performance-based vesting conditions.

(5) Calculated by multiplying (i) the number of shares of our common stock underlying the unvested portion of the RSU or PSU award, as applicable, by (ii) the fair market value of our common stock as of December 31, 2022, which was $55.53.

**Option Exercises and Stock Vested in the 2022 Fiscal Year**

The following table provides information, on an aggregate basis, about our NEOs' stock awards that vested during Fiscal 2022. None of our NEOs exercised stock options in Fiscal 2022.

| | Stock Awards | |
|---|---|---|
| Name | Number of Shares Acquired on Vesting (#)(1) | Value Realized on Vesting ($)(2) |
| Todd M. Hornbeck | 70,732 | 3,032,280 |
| James O. Harp, Jr. | 29,472 | 1,263,464 |
| Samuel A. Giberga | 29,472 | 1,263,464 |
| John S. Cook | 29,472 | 1,263,464 |
| Carl G. Annessa | 29,472 | 1,263,464 |

(1) The amounts reported in this column represent the RSUs that were granted to each NEO on September 4, 2020, of which 33.33% vested on June 19, 2022. For further information regarding such RSUs that vested during Fiscal 2022 for each of the NEOs, see the below section titled "—Non-Qualified Deferred Compensation."

(2) The value realized on vesting was calculated by multiplying (i) the number of RSUs that vested, by (ii) the fair market value of a share of our common stock as of June 19, 2022, the vesting date (i.e., $42.87). None of these RSUs will settle until the earlier to occur of a "change of control" and September 4, 2027.

**Non-Qualified Deferred Compensation**

The following table provides information, on an aggregate basis, about our NEOs' vested RSUs for which settlement was deferred during Fiscal 2022 and Fiscal 2021.

| Name | Registrant Contributions in Last FY[1] ($) | Aggregate Balance at Last FYE[2] ($) |
|---|---|---|
| Todd M. Hornbeck | $ 3,927,748 | $ 7,855,496 |
| James O. Harp, Jr. | $ 1,636,580 | $ 3,273,160 |
| Samuel A. Giberga | $ 1,636,580 | $ 3,273,160 |
| John S. Cook | $ 1,636,580 | $ 3,273,160 |
| Carl G. Annessa | $ 1,636,580 | $ 3,273,160 |

(1) The amounts reported in this column represent the aggregate dollar value of the vested RSUs for which the settlement during Fiscal 2022 was deferred pursuant to the terms of the 2020 Management Incentive Plan. In the case of each NEO, these RSUs were granted on September 4, 2020 and vested on June 19, 2022, but settlement was subsequently deferred (i.e., 70,732 RSUs of Mr. Hornbeck were deferred, and 29,472 RSUs of each other NEO were deferred). For each NEO, the reported amount was calculated by multiplying (i) the number of RSUs that vested and were deferred during Fiscal 2022, by (ii) the fair market value of a share of our common stock as of December 31, 2022 (i.e., $55.53).

(2) The aggregate balance was calculated by multiplying (i) the aggregate number of RSUs that vested and was deferred during Fiscal 2022 and Fiscal 2021, by (ii) the fair market value of a share of our common stock as of December 31, 2022 (i.e., $55.53). None of these RSUs will be settled until the earlier to occur of a "change of control" and September 4, 2027. Upon such settlement, amounts in this column will reflect any dividend equivalents that were previously accrued during the prior periods and be net of any vested RSUs that are used to satisfy any tax withholding obligations.

**Potential Payments Upon Termination or a Change of Control**

In this section, we describe payments and benefits that may be made to our NEOs upon the occurrence of certain terminations of employment and/or a change of control, assuming that such event occurred on the last day of Fiscal 2022.

***Payments upon Termination of Employment due to Death or Disability***

The EAs provide that upon a termination of the NEO's employment due to the NEO's death or "disability" (as defined therein), the NEO will receive the following severance benefits: (i) a pro-rata annual bonus, based on actual performance for the year in which the termination occurs, and (ii) reimbursement for the employer portion of the NEO's COBRA premiums for 12 months.

Each NEO's outstanding stock options that have time-vested as of such NEO's termination due to death or "disability" will remain outstanding and eligible to performance-vest to the extent the applicable performance conditions are actually achieved.

***Payments upon a Termination of Employment without Cause or for Good Reason***

The EAs provide that upon a termination of the NEO's employment by the Company without "cause" (including due to the Company's non-renewal of the employment term) or by the NEO for "good reason" (each as defined therein and summarized below, and each such termination, a "Qualifying Termination"), subject to the NEO's execution and non-revocation of a release of claims in favor of the Company, the NEO will receive the following severance benefits (the "Severance Benefits"): (i) 2 times (or, for Mr. Hornbeck only, 2.5 times)

the sum of the NEO's base salary and target bonus, payable over the 24-month period following termination; (ii) a pro-rata annual bonus (the "Pro-Rata Annual Bonus"), based on actual performance for the fiscal year in which the termination occurs, provided, that such termination occurs at least half way through the applicable fiscal year; and (iii) reimbursement for the employer portion of the COBRA premiums for 24 months (or, for Mr. Hornbeck only, 30 months, provided that such amount shall still be payable over the 24-month period following termination); provided, that, if the Qualifying Termination occurs within the 2-year period following (or within the 6-month period preceding) a "change of control," then the (x) Severance Benefits will be payable in a lump sum to the NEO on or about the 60th day following such "change of control" and (y) Pro-Rata Annual Bonus will be determined based on deemed achievement of target performance for the fiscal year in which the termination occurs regardless of when the termination occurs during such fiscal year.

Additionally, upon a Qualifying Termination, each NEO will (i) vest in the tranche of RSUs next scheduled to vest following such Qualifying Termination, if any; (ii) time-vest in the tranche of stock options next scheduled to time-vest following such Qualifying Termination, if any; and (iii) be entitled to, with respect to any stock options that have time-vested as of the Qualifying Termination date (after accounting for the acceleration set forth in clause (ii)), have such time-vested stock options remain outstanding and eligible to performance-vest to the extent the applicable performance conditions are actually achieved.

The EAs define "cause" as any of the NEO's: (i) conviction of either (A) a felony involving moral turpitude or (B) any crime in connection with the NEO's employment that causes the Company and each of its subsidiaries and affiliates (collectively, the "Company Group") a substantial detriment (in each case, excluding traffic offenses); (ii) actions or inactions that clearly are contrary to the best interests of the Company Group and the express directives of our Board; provided, that, such actions or inactions by the NEO cause the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the board in good faith; (iii) willful failure to take actions permitted by law and necessary to implement policies of our Board that our Board has communicated to the NEO in writing; provided, that, such policies that are reflected in minutes of our Board meeting attended in its entirety by the NEO shall be deemed communicated to the NEO to the extent the NEO received a copy of such minutes from the secretary or the general counsel of the Company promptly following approval by our Board; (iv) continued failure to attend to the NEO's material duties as an executive officer of the Company Group following the NEO's receipt of written notice from our Board of such failure; provided, that, such failure by the NEO causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by our Board in good faith; (v) commission of an act of fraud or material act of dishonesty or misappropriation involving the Company Group; (vi) willful violation of law or gross negligence that is substantially detrimental to the Company; (vii) material breach or material violation of the EA or any other written agreement with a member of the Company Group, or any material violation of any written policy of the Company Group; provided, that, such material breach or material violation by the NEO causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the board in good faith; or (viii) habitual use of illicit drugs or habitual abuse of alcohol that, in the reasonable good faith opinion of our Board, renders the NEO unfit to serve as an officer of the Company Group. If any determination of habitual use or substantial dependence under clause (viii) is disputed by the NEO, the Company and the NEO agree to abide by the decision of a panel of 3 physicians appointed in the manner specified in the applicable EA. For purposes of this "cause" definition, no action or inaction will be considered "willful" or constitute "gross negligence," if the NEO had a reasonable, good faith belief that such action or inaction was in the best interests of the Company Group. Anything in the EA to the contrary notwithstanding, the NEO shall not be terminated for "cause" under the EA, unless (A) written notice stating the basis for the termination is provided to the NEO, and (B) with the exception of the NEO's conviction of either a felony involving moral turpitude or any crime in connection with the NEO's employment that causes the Company Group a substantial detriment (in each case, excluding traffic offenses), the NEO is given 10 business days to cure the neglect or conduct that is the basis of such claim, to the extent curable.

The EAs define "good reason" as, unless otherwise agreed to in writing by the NEO, (i) any material diminution in the NEO's titles, duties, responsibilities, status or authorities with the Company or any of its

material operating subsidiaries; (ii) a material reduction in the NEO's base salary or target bonus; (iii) a relocation of the NEO's primary place of employment to a location more than 35 miles farther from the NEO's primary residence than the current location of the Company's offices in Louisiana as of June 19, 2020; or (iv) a material breach by the Company of the EA or any other agreement between the Company and the NEO. In order to invoke a termination for "good reason," (A) the NEO must provide written notice within 45 days of the NEO becoming aware of the occurrence of any event of "good reason"; (B) the Company must fail to cure such event within 30 days of the giving of such notice; and (C) the NEO must terminate employment within 45 days following the expiration of the Company's cure period.

***Payments upon a Change of Control***

Upon a "change of control," (i) 100% of the NEO's then-unvested RSUs will accelerate and vest; (ii) the time-vesting condition of the NEO's then-unvested stock options will be deemed fully satisfied; and (iii) the NEO's then-unvested PSUs will vest only if the applicable performance hurdles are achieved in connection with such change of control. Upon a "Qualifying Termination" (as described above) in connection with a change of control, each NEO shall be entitled to the Severance Benefits described above in the section titled "—Payments upon a Termination of Employment without Cause or for Good Reason," except that the NEO shall be entitled to the Pro-Rata Annual Bonus regardless if such termination occurs prior to the midpoint of the fiscal year and shall be based on target performance and all amounts shall be paid in a lump sum.

The table sets forth the estimated payments and benefits payable upon the occurrence of the events described in this section. In estimating the value of such payments, the table assumes that (i) the NEO's employment was terminated and/or a "change of control" occurred, in each case on December 31, 2022; (ii) each NEO's compensation rates were the same as in effect on December 31, 2022; and (iii) the market value of the stock awards is based on the closing market price of our common stock as of December 31, 2022, which was $55.53.

| Officer | Type of Payment | Termination Without Cause or for Good Reason ($) | Termination Due to Death ($) | Termination Due to Disability ($) | Occurrence of a Change of Control |
|---|---|---|---|---|---|
| **Todd M. Hornbeck** | **Cash Severance** | 3,750,000 | — | — | |
| | **Stock Award Vesting(2)** | 4,969,158 | — | — | 20,900,813 |
| | **Pro-Rata Annual Bonus(1)** | 1,380,000 | 1,380,000 | 1,380,000 | |
| | **Health and Welfare Benefits** | 175,646 | 345,957 | 71,362 | |
| | **Total** | 10,274,804 | 1,725,957 | 1,451,362 | 20,900,813 |
| **James O. Harp, Jr.** | **Cash Severance** | 1,600,000 | — | — | — |
| | **Stock Award Vesting(2)** | 2,070,492 | — | — | 8,708,746 |
| | **Pro-Rata Annual Bonus(1)** | 736,000 | 736,000 | 736,000 | — |
| | **Health and Welfare Benefits** | 150,237 | 338,703 | 76,222 | — |
| | **Total** | 4,556,729 | 1,074,703 | 812,222 | 8,708,746 |
| **Samuel A. Giberga** | **Cash Severance** | 1,600,000 | — | — | — |
| | **Stock Award Vesting(2)** | 2,070,492 | — | — | 8,708,746 |
| | **Pro-Rata Annual Bonus(1)** | 736,000 | 736,000 | 736,000 | — |
| | **Health and Welfare Benefits** | 142,251 | 338,859 | 72,230 | — |
| | **Total** | 4,548,743 | 1,074,859 | 808,230 | 8,708,746 |
| **John S. Cook** | **Cash Severance** | 1,600,000 | — | — | — |
| | **Stock Award Vesting(2)** | 2,070,492 | — | — | 8,708,746 |
| | **Pro-Rata Annual Bonus(1)** | 736,000 | 736,000 | 736,000 | — |
| | **Health and Welfare Benefits** | 134,303 | 338,698 | 68,256 | — |
| | **Total** | 4,540,795 | 1,074,698 | 804,256 | 8,708,746 |
| **Carl G. Annessa** | **Cash Severance** | 1,600,000 | — | — | — |
| | **Stock Award Vesting(2)** | 2,070,492 | — | — | 8,708,746 |
| | **Pro-Rata Annual Bonus(1)** | 736,000 | 736,000 | 736,000 | — |
| | **Health and Welfare Benefits** | 137,999 | 329,847 | 70,103 | — |
| | **Total** | 4,544,491 | 1,065,847 | 806,103 | 8,708,746 |

(1) The Pro-Rata Annual Bonus amounts set forth above are based on actual achievement of performance criteria for the fiscal year 2022. The total severance amount reported in this table under the "Termination Without Cause or for Good Reason" column would be based on target levels, which is $750,000 for Mr. Hornbeck and $400,000 for each of the other NEOs, if such termination occurred in connection with a change of control.

(2) The Stock Award Vesting amounts set forth do not include the value of RSUs that had previously vested, as such inclusion would result in a duplication of income reporting, but such vested RSUs would be settled upon a change of control. The value of RSUs previously vested are as follows: $7,855,440 for Mr. Hornbeck and $3,273,104 for each of the other NEOs. All equity awards, including RSUs, were granted from the reserve under the 2020 Management Incentive Plan ("MIP Reserve"), which initially allocated 2,198,044 shares of common stock of the Company for issuance thereunder, of which 2,063,111 and 135,033 of such total shares were reserved for MIP participants and non-employee directors, respectively, and would have been paid to the MIP participants upon a change of control. The Stock Award Vesting amounts include the value attributable to 300,874 RSUs granted to our NEOs during the 2023 fiscal year, and assumes none of the remaining MIP Reserve would be granted to any of our NEOs at the time of a change of control.

**Director Compensation**

The table below sets forth the annual compensation awarded to or earned by certain of oumon-employee directors for Fiscal 2022. Todd M. Hornbeck (our Chairman, President and Chief Executive Officer), Aaron Rosen and Larry Hornbeck (our Chairman Emeritus) did not receive any compensation for serving on our Board.

| Name | Fees Earned or Paid in Cash ($) | Total ($)[1] |
|---|---|---|
| Kurt M. Cellar | 97,986 | 97,986[2] |
| Evan B. Behrens | 68,000 | 68,000[3] |
| Piyush “Bobby” Jindal | 77,986 | 77,986[4] |
| John Richardson | 73,000 | 73,000[5] |
| L. Don Miller | 65,500 | 65,500[6] |
| Kevin O. Meyers | 49,125 | 49,125[7] |
| Sylvia Jo Sydow Kerrigan | 76,018 | 76,018[8] |

(1) As of December 31, 2022, all equity awards issued to our directors in our fiscal year ending December 31, 2020 and in Fiscal 2021 had vested in full, and such equity awards will settle upon the earlier of September 4, 2027 and a “change of control.” No equity awards were issued to our directors in Fiscal 2022.

(2) For Mr. Cellar, this amount represents the sum of the annual cash retainers due for his service as: (i) anon-employee director ($50,500), (ii) the chairperson of the audit committee ($20,000), (iii) a member of the M&A/Finance committee ($2,486) and (iv) the lead independent director ($25,000).

(3) For Mr. Behrens, this amount represents the sum of the annual cash retainers due for his service as: (i) anon-employee director ($50,500), (ii) a member of the audit committee ($10,000) and (iii) a member of the M&A/Finance committee ($7,500).

(4) For Mr. Jindal, this amount represents the sum of the annual cash retainers due for his service as: (i) anon-employee director ($50,500), (ii) the chairperson of the compensation committee ($4,972), (iii) a member of the audit committee ($10,000), (iv) a member of the business diversification/government contracting committee ($7,500) and (v) a member of the M&A/Finance committee ($5,014).

(5) For Mr. Richardson, this amount represents the sum of the annual cash retainers due for his service as: (i) anon-employee director ($50,500), (ii) the chairperson of the business diversification/government contracting committee ($15,000) and (iii) a member of the compensation committee ($7,500).

(6) For Mr. Miller, this amount represents the sum of the annual cash retainers due for his service as: (i) anon-employee director ($50,500), (ii) a member of the compensation committee ($7,500) and (iii) a member of the M&A/Finance committee ($7,500).

(7) For Mr. Meyers, this amount represents the sum of the annual cash retainers due for his service as: (i) anon-employee director ($37,875) and (ii) the chairperson of the compensation committee ($11,250).

(8) For Ms. Kerrigan, this amount represents (i) a one-time cash award ($54,268) plus (ii) the sum of the annual cash retainers due for her service as: (A) a non-employee director ($18,938) and (B) a member of the business diversification/government contracting committee ($2,812).

## PRINCIPAL AND SELLING STOCKHOLDERS

The following table sets forth the beneficial ownership of our common stock as of November 1, 2023 that, upon the consummation of this offering, and assuming the underwriters do not exercise their option to purchase additional common stock, will be owned by:

- each person known to us to beneficially own more than 5% of any class of our outstanding voting securities;
- each director and named executive officer;
- all of our directors and named executive officers as a group; and
- each selling stockholder.

A person is a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of the security, or "investment power," which includes the power to dispose of or to direct the disposition of the security or has the right to acquire such powers within 60 days.

To our knowledge, unless otherwise noted in the footnotes to the following table, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to their beneficially owned common stock.

Securities subject to option grants and restricted stock unit awards that have vested or will vest, and settled, or will settle, within 60 days are deemed outstanding for calculating the percentage ownership of the person holding the options, but are not deemed outstanding for calculating the percentage ownership of any other person.

Except as otherwise indicated in the footnotes below, the address of each beneficial owner is c/o Hornbeck Offshore Services, Inc., 103 Northpark Boulevard, Suite 300, Covington, Louisiana 70433.

| | Stock and Stock-Based Holdings Beneficially Owned | | |
|---|---|---|---|
| | Prior to the Offering | | After the Offering |
| Name of Beneficial Owner | Amount of Beneficial Ownership | Percentage of Total[1] | Percentage of Total[1] |
| **Greater than 5% Stockholders:** | | | |
| Funds, investment vehicles or accounts managed or advised by Ares or its affiliates[2] | 7,789,352 | 42.05% | % |
| Entities affiliated with Whitebox[3] | 4,167,249 | 22.50% | % |
| Entities affiliated with Highbridge[4] | 1,974,404 | 10.66% | % |
| Entities affiliated with Merced[5] | 1,307,782 | 7.06% | % |
| **Named Executive Officers, Directors and Director Nominees[6]:** | | | |
| Todd M. Hornbeck[7] | 544,080 | 2.94% | % |
| Carl G. Annessa[8] | 173,453 | * | % |
| James O. Harp, Jr.[8] | 173,453 | * | % |
| Samuel A. Giberga[9] | 173,452 | * | % |
| John S. Cook[8] | 173,453 | * | % |
| Kurt M. Cellar[10] | 98,147 | * | % |
| Evan Behrens[11] | 18,267 | * | % |
| Scott Graves | — | * | % |
| Bobby Jindal[12] | 18,785 | * | % |
| Jacob Mercer | — | * | % |
| L. Don Miller[13] | 16,231 | * | % |
| Aaron Rosen | — | * | % |
| All directors and executive officers as a group (12 persons)[14] | 1,389,321 | 7.50% | % |

* Less than one percent.

(1) Includes shares of common stock underlying all Jones Act Warrants and Creditor Warrants owned by such person. The warrants are immediately exercisable but are subject to certain citizenship rules and limitations on exercise, sale, transfer or other disposition.

(2) Included in the total number of shares shown as beneficially owned are 2,593,757 shares of common stock owned by ASSF IV HOS AIV 1, L.P., ASSF IV HOS AIV 2, L.P., ASSF IV AIV B, L.P., ASSF IV AIV B Holdings III, L.P. (collectively, the "Ares SSF Holders"), ASOF HOS AIV 1, L.P., ASOF HOS AIV 2, L.P., ASOF Holdings I, L.P., ASOF II Holdings I, L.P., ASOF II A (DE) Holdings I, L.P. (collectively, the "Ares SOF Holders"), SA Real Assets 19 Limited and Ares Credit Strategies Insurance Dedicated Fund Series Interests of the SALI Multi-Series Fund, L.P. (the "Ares Credit Holders" and, together with the Ares SSF Holders and the Ares SOF Holders, the "Ares Holders"). Also includes 4,718,626 shares issuable upon the exercise of Jones Act Warrants to certain Ares Holders and 476,969 shares issuable upon exercise of Creditor Warrants to certain Ares Holders.

Ares Partners Holdco LLC ("Ares Partners") is the sole member of each of Ares Voting LLC and Ares Management GP LLC, which are respectively the holders of the Class B and Class C common stock of Ares Management Corporation ("Ares Management"), which common stock allows them, collectively, to generally have the majority of the votes on any matter submitted to the stockholders of Ares Management if certain conditions are met. Ares Management is the sole member of Ares Holdco LLC, which is the general partner of Ares Management Holdings L.P., which is the sole member of Ares Management LLC, which is (x) the investment manager or investment subadvisor of each of the Ares Credit Holders, (y) the general partner of ASSF Operating Manager IV, L.P., which is the manager of each of the Ares SSF Holders and (z) the sole member of ASOF Investment Management LLC, which is the manager of each of the Ares SOF Holders. Accordingly, each of the foregoing entities may be deemed to share beneficial ownership of the securities held of record by the Ares Holders, but each disclaims any such beneficial ownership of such securities.

Ares Partners is managed by a board of managers, which is composed of Michael J Arougheti, Ryan Berry, R. Kipp deVeer, David B. Kaplan, Antony P. Ressler and Bennett Rosenthal (collectively, the "Board Members"). Mr. Ressler generally has veto authority over Board Members' decisions. Each of these individuals disclaims beneficial ownership of the securities that may be deemed to be beneficially owned by Ares Partners. The address for each of the Ares entities is 2000 Avenue of the Stars, 12th Floor, Los Angeles, CA 90067.

(3) Included in the total number of shares shown as beneficially owned are 721,879 shares of common stock, 3,292,448 shares issuable upon the exercise of Jones Act Warrants and 152,922 shares issuable upon exercise of Creditor Warrants. Whitebox is the investment manager of its affiliated entities (collectively, the "Whitebox Entities") that own shares of our common stock and has voting and disposition control over the shares of common stock owned by the Whitebox Entities. Whitebox Advisors LLC is owned by the following members: Robert Vogel, Jacob Mercer, Nick Stukas, Brian Lutz, Paul Roos and Dyal Capital Partners II (A), a non-voting member, and such individuals and entity disclaim beneficial ownership of the shares of common stock except to the extent of such entity or individual's pecuniary interest therein, if any. The address for Whitebox is 3033 Excelsior Blvd, Suite 500, Minneapolis, MN 55416.

(4) Included in the total number of shares shown as beneficially owned are 218,313 shares of common stock and 1,756,091 shares issuable upon the exercise of Jones Act Warrants. Highbridge Capital Management, LLC is the trading manager of certain entities (collectively, the "Highbridge Entities") that own shares. The Highbridge Entities disclaim beneficial ownership over these shares. The address of Highbridge Capital Management, LLC is 277 Park Avenue, 23rd Floor, New York, NY 10172, and the address of the Highbridge Entities is c/o Maples Corporate Services Limited, #309 Ugland House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands.

(5) Included in the total number of shares shown as beneficially owned are 1,193,145 shares of common stock and 114,637 shares issuable upon exercise of Creditor Warrants. Merced Capital, L.P. ("Merced") is the general partner of its affiliated entities (collectively, the "Merced Entities") that own shares of our common

stock. Merced is managed by Series E of Merced Capital Partners, LLC ("Merced Capital Partners"), a series of a Delaware limited liability company. Joseph P. McElroy and Vincent C. Vertin have voting control over the interests in Series E of Merced Capital Partners and may be deemed to have voting and investment control over the shares of common stock. The business address for Merced, Merced Capital Partners and each of the Merced Entities is 701 Carlson Parkway, Suite 220, Minnetonka, MN, 55305.

(6) The number of shares reported includes shares covered by options and restricted stock units that are exercisable or may be settled within 60 days.

(7) Included in the total number of shares shown as beneficially owned are 172,739 shares of common stock, 212,195 shares of common stock under vested but unsettled RSUs and 159,146 shares of common stock under stock options or PSUs that may vest in the event of a "change of control" (as defined in the 2020 Management Incentive Plan) or an initial public offering if certain performance criteria are met.

(8) Included in the total number of shares shown as beneficially owned are 18,727 shares of common stock, 88,415 shares of common stock under vested but unsettled RSUs and 66,311 shares of common stock under stock options or PSUs that may vest in the event of a change of control or an initial public offering if certain performance criteria are met.

(9) Included in the total number of shares shown as beneficially owned are 18,726 shares of common stock, 88,415 shares of common stock under vested but unsettled RSUs and 66,311 shares of common stock under stock options or PSUs that may vest in the event of a change of control or an initial public offering if certain performance criteria are met.

(10) Included in the total number of shares shown as beneficially owned are 76,792 shares of common stock and 21,355 shares of common stock under vested but unsettled RSUs.

(11) Included in the total number of shares shown as beneficially owned are 960 shares of common stock and 17,307 shares of common stock under vested but unsettled RSUs.

(12) Included in the total number of shares shown as beneficially owned are 1,478 shares of common stock and 17,307 shares of common stock under vested but unsettled RSUs.

(13) Included in the total number of shares shown as beneficially owned are 1,478 shares of common stock and 14,753 shares of common stock under vested but unsettled RSUs.

(14) Included in the total number of shares shown as beneficially owned are 328,354 shares of common stock, 636,577 shares of common stock under vested but unsettled RSUs and 424,390 shares of common stock under stock options or PSUs that may vest in the event of a change of control or an initial public offering if certain performance criteria are met.

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a discussion of transactions between the Company and its executive officers, directors and stockholders beneficially owning more than 5% of our common stock. We believe that the terms of each of these transactions are at least as favorable as could have been obtained in similar transactions with unaffiliated third parties.

The Company has entered into a separate indemnity agreement with each of its officers and directors that provides, among other things, that the Company will indemnify such director, under the circumstances and to the extent provided in the agreement, for expenses, damages, judgments, fines and settlements he or she may be required to pay in actions or proceedings which he or she is or may be made a party by reason of his or her position as an executive officer or director of the Company, and otherwise to the fullest extent permitted under Delaware law and the Company's amended and restated bylaws. These agreements are in addition to the indemnification provided to the Company's officers and directors under its amended and restated bylaws and in accordance with Delaware law.

For the past 25 years, Larry D. Hornbeck's family has personally supported the development of the Company by hosting numerous events at the Hornbeck Family Ranch (the "Ranch"), located in Houston County, Texas, including constructing at their own expense, a hunting lodge and related facilities and providing access to 4,700 acres adjoining the lodge and related facilities. The Ranch and related facilities have been used for functions intended to foster client and vendor relations, management retreats, Board meetings and special Company promotional events. The Ranch also plays a vital role in the Company's business continuity plan in the event our corporate headquarters is impacted by a natural disaster. Until December 31, 2005, these facilities were used by the Company without charge. At emergence, the Company again determined that the use of the Ranch in the past and going forward has been and is beneficial to the Company's business. On the Effective Date, the Company entered into an Amended and Restated Facilities Use Agreement and implemented the Second Amended and Restated Indemnification Agreement (the "Indemnification Agreement") with Larry D. Hornbeck, as well as certain other indemnitees, regarding the Ranch.

The Indemnification Agreement provides for indemnification by the Company of Larry D. Hornbeck, as well as certain other indemnitees, including the Company's Chairman, President and Chief Executive Officer, Todd M. Hornbeck, for any claims, demands, causes of action and damages that may arise out of the Company's use of the Ranch and related facilities and premises. The Indemnification Agreement also provides that the Company shall secure and maintain insurance coverage of the types and amounts sufficient to provide adequate protection against the liabilities that may arise under the Indemnification Agreement. The Indemnification Agreement was acknowledged by the independent members of the Board of Directors on September 9, 2020.

The agreements govern the Company's use of the Ranch and related facilities. The Facilities Use Agreement will remain in effect until December 31, 2024 unless it is terminated or extended by its terms. The Facilities Use Agreement automatically renews on an annual basis unless either party provides the other party 30 days written notice of termination. The Facilities Use Agreement also provides that the Company will pay Mr. Larry Hornbeck an annual use fee for the Company's use of the facilities and provides for an operating budget to reimburse Mr. Larry Hornbeck for certain variable costs related to the Company's use of the Ranch facilities and to replenish expendable goods used by Company invitees to the facilities. For 2020 and 2021, the operating budget was set at $285,000, inclusive of an annual use fee of $75,000. For 2022, the operating budget set by the Board was increased to $325,000, inclusive of an annual use fee of $75,000. In the fall of 2022, in light of relaxed COVID-19 restrictions and market recovery, the Company fully reopened the lodge facilities, and the audit committee and the Board adjusted the operating budget to $415,000, inclusive of an annual use fee of $112,500. For 2023, the operating budget was set at $452,500, inclusive of an annual use fee of $150,000.

In 2006, Larry D. Hornbeck transferred ownership of the land on which the Ranch is located to a family limited partnership in which trusts on behalf of the children of Todd M. Hornbeck and Troy A. Hornbeck are the limited partners. The general partner of the family limited partnership is controlled by Todd M. Hornbeck and

Troy A. Hornbeck. The family limited partnership has entered into a long-term lease of the property to Larry Hornbeck and acknowledged and agreed to the Company's use of the Ranch and related facilities under the Facilities Use Agreement and the Indemnification Agreement.

The Company has provided, and may, from time to time in the future at its own expense and with Mr. Larry Hornbeck's prior approval, provide additional amenities for its representatives and invitees. Certain of these amenities may, by their nature, remain with the property should the Company ever cease to use the Ranch. In approving the Facilities Use Agreement and establishing the use fee amount, the audit committee and independent members of the Board considered the costs of comparable third-party facilities and determined that the combined facilities use fee and anticipated reimbursement of variable costs were substantially lower than costs for the use of such comparable facilities.

Mr. Larry Hornbeck has also agreed, among other things, to make himself available to the Company, the Chief Executive Officer of the Company, the Board of Directors or any committee of the Board of Directors to assist in the assessment of potential targets for acquisitions, to travel for Company projects, to attend industry meetings and to aid in other ways, in exchange for consideration of $20,333 per month paid as consulting fees pursuant to a consulting agreement dated as of the Effective Date. This consulting agreement automatically renews on an annual basis unless either party provides the other party 30 days written notice of termination.

Pursuant to the terms of the License Agreement, the Company made payments of $1.0 million and $1.1 million to HFR, LLC in 2022 and 2021, respectively, for licensing fees associated with the use of the Hornbeck Brands. HFR, LLC is a Texas Limited Liability Company owned by Todd M. Hornbeck and Troy A. Hornbeck.

On October 1, 2022, Ms. Kerrigan assumed an officer role with an existing Hornbeck customer. For the nine months ended September 30, 2023 and the year ended December 31, 2022, the Company generated $89.5 and $74.0 million of revenues from contracts with such customer, respectively, which accounted for approximately 20% and 16% of the Company's total revenues, respectively. The Company had outstanding accounts receivable from this customer totaling $11.5 million and $12.3 million as of September 30, 2023 and December 31, 2022, respectively.

**Review, Approval or Ratification of Transactions with Related Persons.**

We review any transaction in which the Company, a subsidiary of the Company, or our directors, executive officers or their immediate family members or any nominee for director or a holder of more than 5% of any class of our voting security are a participant and the amount of the transaction exceeds $120,000. Our General Counsel and Secretary is primarily responsible for the development and implementation of processes and controls to obtain information from directors and officers with respect to a related party transaction, including information provided to management in the annual director and officer questionnaires. The Company's practice when such matters have been disclosed has been to refer the matter for consideration and final determination by the audit committee or the independent directors of the board of directors, or both, which have considered the fairness of the transaction to the Company, as well as other factors bearing upon its appropriateness. In all such matters, any director having a conflicting interest abstains from voting on the matters.

## DESCRIPTION OF CAPITAL STOCK AND WARRANTS

The following is a description of the material terms of, and is qualified in its entirety by, our amended and restated certificate of incorporation, amended and restated bylaws, each of which will be in effect upon the consummation of this offering, the Jones Act Warrant Agreement (as defined below), the Creditor Warrant Agreement (as defined below) and the Securityholders Agreement, all of which are filed as exhibits to the registration statement of which this prospectus is a part.

### General

Upon completion of this offering, our authorized capital stock of will consist of shares of common stock, par value $0.00001 per share, of which shares will be issued and outstanding, and shares of preferred stock, par value $0.00001 per share, of which no shares will be issued and outstanding.

### Common Stock

*Voting Rights*. Following this offering, we will have one outstanding class of stock, our common stock, and all voting rights will be vested in the holders of our common stock. On all matters subject to a vote of stockholders, stockholders will be entitled to one vote for each share of common stock owned. Stockholders will not have cumulative voting rights with respect to the election of directors.

*Dividend Rights*. Holders of common stock will be entitled to receive dividends, if any, in the amounts and at the times declared by the Board of Directors.

*Liquidation Rights*. Upon our liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time after payment of liquidation preferences, if any, on any outstanding shares of preferred stock and payment of claims of creditors.

*Assessment and Redemption*. All shares of common stock that will be outstanding at the time of the completion of the offering will be validly issued, fully paid and nonassessable. There will be no provision for any voluntary redemption of common stock.

*Preemptive Rights*. Upon the completion of this offering, holders of our common stock will not have any preemptive right to subscribe to an additional issue of its common stock or to any security convertible into such stock.

*Limitations on Ownership by Non-U.S. Citizens*. We own and operate U.S.-flag vessels in the U.S. coastwise trade. Accordingly, we are subject to the Jones Act, which, subject to limited exceptions, restricts maritime transportation of merchandise between points in the United States (known as marine cabotage services or coastwise trade) to vessels built in the United States, registered under the U.S. flag, crewed by U.S. citizens or lawful permanent residents, and owned and operated by U.S. citizens within the meaning of the Jones Act. Under the Jones Act, at least 75% of our outstanding shares of each class or series of the capital stock must be owned and controlled by U.S. citizens. In order to ensure compliance with the Jones Act coastwise citizenship requirement that at least 75% of our outstanding common stock is owned by U.S. citizens, our amended and restated certificate of incorporation restricts ownership of the shares of our outstanding common stock by non-U.S. citizens in the aggregate to not more than 24%. Our amended and restated certificate of incorporation further prohibits the acquisition of shares by a non-U.S. citizen where (i) such acquisition would cause the aggregate number of shares held by all non-U.S. citizens to exceed 24% of our issued and outstanding common stock and (ii) such acquisition would cause the aggregate number of shares held by any individual non-U.S. citizen to exceed 4.9% of our issued and outstanding common stock. Our amended and restated certificate of

incorporation further provides the Board of Directors with authority to redeem any share of common stock that is owned by non-U.S. citizens that would result in ownership by non-U.S. citizens in the aggregate in excess of 24% of our issued and outstanding common stock. Our amended and restated certificate of incorporation further provides that we may require beneficial owners of its common stock to confirm their citizenship from time to time through written statement or affidavit and could, in the discretion of the Board of Directors, suspend the voting rights of such beneficial owner, pay into an escrow account dividends or other distributions (upon liquidation or otherwise) with respect to such shares held by such beneficial owner and restrict, prohibit or void the transfer of such shares and refuse to register such shares of common stock held by such beneficial owner until confirmation of its citizenship status is received.

**Warrants**

In addition, following this offering, we will have two series of outstanding warrants: (i) warrants issued to certain creditors of the Company in settlement of certain prepetition liabilities pursuant to the Plan (the "Creditor Warrants") and (ii) warrants issued to certain non-U.S. citizens in settlement of certain prepetition liabilities pursuant to the Plan (the "Jones Act Warrants" and together with the Creditor Warrants, the "Warrants").

The Creditor Warrants have seven-year terms and are exercisable through September 4, 2027. Each Creditor Warrant represents the right to purchase one share of common stock, par value $0.00001 per share, at an exercise price of $27.83 per share, subject to certain adjustments as provided in the Creditor Warrant Agreement, dated as of September 4, 2020 (the "Creditor Warrant Agreement") pursuant to which such warrants were issued. All unexercised Creditor Warrants will expire, and the rights of the holders of Creditor Warrants to purchase shares of common stock will terminate on the first to occur of (i) the close of business on September 4, 2027, or (ii) upon their earlier exercise or settlement in accordance with the terms of the Creditor Warrant Agreement.

Following this offering, there will be outstanding Creditor Warrants to purchase up to shares of common stock.

The Jones Act Warrants have a perpetual term and are exercisable until the date on which no Jones Act Warrants remain outstanding. Each Jones Act Warrant represents the right to purchase one share of common stock, par value $0.00001 per share, for an exercise price of $0.0001 per share, subject to certain adjustments as provided in, and all other terms and conditions of, the Jones Act Warrant Agreement, dated as of September 4, 2020 (the "Jones Act Warrant Agreement"), pursuant to which such warrants were issued, including the limitations on foreign ownership as set forth in our amended and restated certificate of incorporation that are intended to assist us in complying with the Jones Act.

Following this offering, assuming no issuance or exercise of additional Jones Act Warrants, there will be outstanding Jones Act Warrants to purchase up to shares of common stock.

**Preferred Stock**

Our Board of Directors is authorized to issue up to shares of our preferred stock in one or more series, to establish from time to time the number of shares to be included in each series, to fix the designation, powers, preferences and rights of the shares of each series and any qualifications, limitations or restrictions thereof, in each case without further action by our stockholders. Subject to the terms of any series of preferred stock so designated, our Board of Directors will also be authorized to increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding. Our Board of Directors will be able to authorize the issuance of preferred stock with voting or conversion or other rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in our control and could adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of preferred stock in the foreseeable future.

**Indemnification and Limitations on Liability of Directors and Officers**

As permitted by the DGCL, our amended and restated certificate of incorporation contains provisions that eliminate the personal liability of our directors and officers to us and our stockholders to the fullest extent permitted by the DGCL. However, these provisions do not limit or eliminate the rights of us or any stockholder to seek an injunction or any other non-monetary relief in the event of a breach of a director or officer's fiduciary duty and do not limit or eliminate the liability of directors under the federal securities laws.

In addition, our amended and restated certificate of incorporation provides that we will indemnify and advance expenses to, and hold harmless, each of our directors and officers, to the fullest extent permitted by applicable law, 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, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of Hornbeck or, while holding such office or serving in such position, is or was serving at the request of us as a director, officer or agent of another entity or enterprise, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees), judgments, fines and amounts paid in settlement (except for judgments, fines and amounts paid in settlement in any action or suit by or in the right of us to procure a judgment in its favor) actually and reasonably incurred by such person. Our amended and restated certificate of incorporation further provides that we shall only be required to indemnify a person potentially eligible for indemnification (as specified above) in connection with a proceeding commenced by such person if the commencement of such proceeding (or part thereof) by the person was authorized by the Board of Directors.

The DGCL permits us to purchase and maintain insurance on behalf of any person who is such a director or officer for acts committed or omissions in their capacities as such directors or officers. We currently hold and intend to maintain such liability insurance.

**Anti-Takeover Provisions**

Certain provisions of the DGCL, and our amended and restated certificate of incorporation and bylaws may have an anti-takeover effect and may delay, defer or prevent a merger, acquisition, tender offer, takeover attempt or other change of control transaction or other attempts to influence or replace our incumbent directors and officers. These provisions are summarized below.

*Section 203 of the DGCL*. We have opted out of Section 203 of the DGCL. This statute prevents certain Delaware corporations, under certain circumstances, from engaging in a "business combination" with any interested shareholder for a period of three years following the date that the shareholder became an interested shareholder, with certain exceptions. We have opted out of the provisions of Section 203 of the DGCL because we believe this statute could prohibit or delay mergers or other change in control attempts, and thus may discourage attempts to acquire us.

**Authorized but Unissued Shares of Common Stock**

Our amended and restated certificate of incorporation authorizes the Board of Directors to issue authorized but unissued shares of common stock.

**Undesignated Preferred Stock**

Our amended and restated certificate of incorporation provides the Board of Directors with the authority to determine and fix the powers, preferences, rights, qualifications, limitations and restrictions of shares of preferred stock issued by the Board of Directors.

**Requirements for Advance Notification of Stockholder Nominations and Proposals**

Our amended and restated bylaws provide advance notice procedures for stockholders to nominate candidates for election as directors at our annual and special meetings of stockholders and for stockholders

seeking to bring business before its annual meeting of stockholders. Our amended and restated bylaws also specify certain requirements regarding the form and content of a stockholder's notice.

**Amendments of the Amended and Restated Certificate of Incorporation or Bylaws**

The Securityholders Agreement requires the affirmative vote of at least 75% of the voting power of the Fully Diluted Securities, which must include each Appointing Person (as defined in the Securityholders Agreement), to amend, waive, terminate or otherwise modify our amended and restated bylaws or certificate of incorporation. If such amendment would be disproportionately adverse to an Appointing Person, it must be approved by the affirmative vote of at least 90% of the voting power of the Fully Diluted Securities.

**Size of the Board of Directors and Vacancies**

Our amended and restated bylaws provide that the Board of Directors shall initially consist of members, which number may be amended by a resolution adopted by a majority of the Board of Directors from time to time. Our amended and restated bylaws further provide that, subject to the rights of our principal stockholders pursuant to the Securityholders Agreement, any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring in the Board of Directors, may be nominated by the affirmative vote of a majority of the remaining members of the Board of Directors and elected by majority vote of the stockholders.

**Limitations on Ownership by Non-U.S. Citizens**

Because we own and operate U.S.-flag vessels in the U.S. coastwise trade, we are subject to the Jones Act, which, subject to limited exceptions, restricts maritime transportation of merchandise between points in the United States (known as marine cabotage services or coastwise trade) to vessels built in the United States, registered under the U.S. flag, crewed by U.S. citizens or lawful permanent residents, and owned and operated by U.S. citizens within the meaning of the Jones Act. Under the Jones Act, at least 75% of our outstanding shares of each class or series of the capital stock must be owned and controlled by U.S. citizens. In order to ensure compliance with the Jones Act coastwise citizenship requirement that at least 75% of our outstanding common stock is owned by U.S. citizens, our amended and restated certificate of incorporation restricts ownership of the shares of its outstanding common stock by non-U.S. citizens in the aggregate to not more than 24%. Our amended and restated certificate of incorporation further prohibits the acquisition of shares by a non-U.S. citizen where (i) such acquisition would cause the aggregate number of shares held by allnon-U.S. citizens to exceed 24% of our issued and outstanding common stock and (ii) such acquisition would cause the aggregate number of shares held by any individual non-U.S. citizen to exceed 4.9% of our issued and outstanding common stock. Our amended and restated certificate of incorporation further provides the Board of Directors with authority to redeem any share of common stock that is owned by non-U.S. citizens that would result in ownership bynon-U.S. citizens in the aggregate in excess of 24% of our issued and outstanding common stock. Our amended and restated certificate of incorporation also provides that we may require beneficial owners of our common stock to confirm their citizenship from time to time through written statement or affidavit and could, in the discretion of the Board of Directors, suspend the voting rights of such beneficial owner, pay into an escrow account dividends or other distributions (upon liquidation or otherwise) with respect to such shares held by such beneficial owner and restrict, prohibit or void the transfer of such shares and refuse to register such shares of common stock held by such beneficial owner until confirmation of its citizenship status is received.

**Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is .

**Listing**

We intend to apply to have our common stock approved for listing on the NYSE under the symbol "HOS."

## SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering, we will have a total of shares of our common stock outstanding ( shares if the underwriters exercise in full their option to purchase additional shares). Additionally, shares of our common stock will be issuable upon the exercise of Jones Act Warrants and shares of our common stock will be issuable upon the exercise of Creditor Warrants, with an exercise price of $0.00001 per share and $27.83 per share, respectively, and options to purchase an aggregate of approximately shares of our common stock will be outstanding as of the consummation of this offering and shares of our common stock will be reserved for issuance upon settlement of restricted stock units outstanding as of the consummation of this offering. In addition, shares of our common stock will be authorized and reserved for issuance in relation to potential future awards under our 2020 Management Incentive Plan and our 2023 Equity Incentive Plan to be adopted in connection with this offering. Of the outstanding shares of common stock, the shares sold in this offering (or shares if the underwriters exercise in full their option to purchase additional shares) will be freely tradable without restriction or further registration under the Securities Act, except that any shares held by our affiliates, as that term is defined under Rule 144 of the Securities Act, or Rule 144, including our directors, executive officers and other affiliates (including our principal stockholders), may be sold only in compliance with the limitations described below. of the remaining shares of common stock that we will have outstanding upon completion of this offering that were not sold in this offering, as well as the Jones Act Warrants and the Creditor Warrants, were issued under Section 1145 of the U.S. Bankruptcy Code in connection with our emergence from Chapter 11 bankruptcy protection. Such shares of common stock (along with the shares of common stock issuable upon exercise of the Jones Act Warrants and the Creditor Warrants) were deemed (or will be deemed, in the case of shares underlying warrants) to have been issued in a public offering and may be resold as freely tradeable securities under the Securities Act, except for such shares held by our affiliates, or holders deemed to be "underwriters" as that term is defined in Section 1145(b) of the U.S. Bankruptcy Code, and except as subject to the limitations described below.

The shares of common stock held by our principal stockholders and certain of our directors and executive officers after this offering, representing % of the total outstanding shares of our common stock following this offering, will be "restricted securities" within the meaning of Rule 144 and 701 under the Securities Act, which are subject to certain restrictions on resale. Restricted securities may be sold in the public market only if they are registered under the Securities Act or are sold pursuant to an exemption from registration such as Rule 144 and Rule 701, as described below.

Prior to this offering, there has not been a public market for our common stock, and we cannot predict what effect, if any, market sales of shares of common stock or the availability of shares of common stock for sale will have on the market price of our common stock prevailing from time to time. Nevertheless, sales of substantial amounts of common stock, including shares issued upon the exercise of outstanding options and warrants or settlement of restricted stock units, in the public market, or the perception that such sales could occur, could materially and adversely affect the market price of our common stock and could impair our future ability to raise capital through the sale of our equity or equity-related securities at a time and price that we deem appropriate. See "Risk Factors—Risks Related to this Offering and Ownership of Our Common Stock—Future sales, or the perception of future sales, by us or our existing stockholders in the public market following this offering could cause the market price for our common stock to decline."

### Rule 144

In general, under Rule 144, as currently in effect, once we have been subject to public company reporting requirements for at least 90 days, a person (or persons whose shares are aggregated) who is not deemed to be or have been one of our affiliates for purposes of the Securities Act at any time during 90 days preceding a sale and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than an affiliate, is entitled to sell such shares without complying with the manner of sale, volume limitation or notice provisions of Rule 144, subject to compliance with the public information

requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of a prior owner other than an affiliate, then such person is entitled to sell such shares without complying with any of the requirements of Rule 144.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares of our common stock on behalf of our affiliates, who have met the six month holding period for beneficial ownership of "restricted shares" of our common stock, are entitled to sell upon the expiration of the lock-up agreements described below, within any three-month period beginning 90 days after the date of this prospectus, a number of shares that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering (or shares if the underwriters exercise in full their option to purchase additional shares); or
- the average reported weekly trading volume of our common stock on the NYSE during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us. The sale of these shares, or the perception that sales will be made, could adversely affect the price of our common stock after this offering because a great supply of shares would be, or would be perceived to be, available for sale in the public market.

**Rule 701**

In general, under Rule 701 as currently in effect, any of our employees, directors, officers, consultants or advisors who received shares from us in connection with a compensatory stock or option plan or other written agreement, including our 2020 Management Incentive Plan and our 2023 Equity Incentive Plan to be adopted in connection with this offering, before the effective date of this offering are entitled to sell such shares 90 days after the effective date of this offering in reliance on Rule 144, in the case of affiliates, without having to comply with the holding period requirements of Rule 144 and, in the case of non-affiliates, without having to comply with the public information, holding period, volume limitation or notice filing requirements of Rule 144.

**Lock-Up Agreements**

In connection with this offering, we, our directors and executive officers and certain holders of our outstanding common stock, including our principal stockholders, prior to this offering, including the selling stockholders, will sign lock-up agreements with the underwriters that will, subject to certain exceptions, restrict the disposition of, or hedging with respect to, the shares of our common stock or securities convertible into or exchangeable for shares of our common stock, each held by them, during the period ending 180 days after the date of this prospectus, except with the prior written consent of J.P. Morgan Securities LLC and Barclays Capital Inc. See "Underwriting" for a description of these lock-up agreements.

**Registration Rights**

We are party to a Securityholders Agreement with our principal stockholders and other existing holders. Pursuant to the Securityholders Agreement, stockholders party thereto with greater than or equal to 10% fully diluted beneficial ownership of our common stock will have the right, subject to certain conditions, to require us to register the sale of their shares of our common stock under the Securities Act. Stockholders party to the Securityholders Agreement with greater than or equal to 2% fully diluted beneficial ownership will additionally be given the option to join such electing stockholders in requiring us to register the sale of their shares of our common stock under the Securities Act. By exercising their registration rights and selling a large number of shares, such holders (including our principal stockholders and their affiliates) could cause the prevailing market

price of our common stock to decline. Certain of our other stockholders will have "piggyback" registration rights with respect to future registered offerings of our common stock. Following completion of this offering, the shares covered by registration rights would represent approximately % of our total common stock outstanding (or % if the underwriters exercise in full their option to purchase additional shares). Registration of any of these outstanding shares of common stock would result in such shares becoming freely tradable without compliance with Rule 144 upon effectiveness of the registration statement.

Following completion of this offering, the shares of our common stock covered by registration rights would represent approximately % of our outstanding common stock (or %, if the underwriters exercise in full their option to purchase additional shares). These shares also may be sold under Rule 144 under the Securities Act, depending on their holding period and subject to restrictions in the case of shares held by persons deemed to be our affiliates.

**Registration Statement on Form S-8**

We intend to file one or more registration statements on FormS-8 under the Securities Act to register all of the shares of common stock subject to outstanding stock options and the shares of common stock subject to issuance under our 2020 Management Incentive Plan and our 2023 Equity Incentive Plan to be adopted in connection with this offering. We expect to file these registration statements as promptly as possible after the completion of this offering. Any such Form S-8 registration statements will automatically become effective upon filing. Accordingly, shares registered under such registration statements will be available for sale in the open market. We expect that the initial registration statement on Form S-8 relating to the outstanding options, restricted stock, restricted stock units and performance stock units issued under our 2020 Management Incentive Plan and our 2023 Equity Incentive Plan will cover shares.

## MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following is a summary of the material U.S. federal income tax considerations related to the purchase, ownership and disposition of our common stock by a non-U.S. holder (as defined below) that acquired such common stock pursuant to this offering and holds our common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally property held for investment). This summary is based on the provisions of the Code, U.S. Department of Treasury regulations promulgated thereunder ("Treasury Regulations"), administrative rulings and pronouncements and judicial decisions, all as in effect on the date hereof, and all of which are subject to change and differing interpretations, possibly with retroactive effect. A change in law may alter the tax considerations that we describe in this summary. We have not sought and do not intend to seek any ruling from the Internal Revenue Service ("IRS") with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with such statements and conclusions.

This summary does not address all aspects of U.S. federal income taxation that may be relevant to non-U.S. holders in light of their personal circumstances. In addition, this summary does not address the Medicare tax on certain investment income, U.S. federal estate or gift tax laws, any state, local or non-U.S. tax laws or any tax treaties. This summary also does not address tax considerations applicable to investors that may be subject to special treatment under the U.S. federal income tax laws, such as:

- banks, insurance companies or other financial institutions;
- tax-exempt or governmental organizations;
- "qualified foreign pension funds" as defined in Section 897(l)(2) of the Code (or any entities all of the interests of which are held by a qualified foreign pension fund);
- dealers in securities or foreign currencies;
- persons whose functional currency is not the U.S. dollar;
- "controlled foreign corporations," "passive foreign investment companies" and corporations that accumulate earnings to avoid U.S. federal income tax;
- traders in securities that use the mark-to-market method of accounting for U.S. federal income tax purposes;
- persons subject to the alternative minimum tax;
- entities or other arrangements treated as a partnership or pass-through entity for U.S. federal income tax purposes or holders of interests therein;
- persons deemed to sell our common stock under the constructive sale provisions of the Code;
- persons that acquired our common stock through the exercise of employee stock options or otherwise as compensation or through a tax-qualified retirement plan;
- certain former citizens or long-term residents of the United States; and
- persons that hold our common stock as part of a straddle, appreciated financial position, synthetic security, hedge, conversion transaction or other integrated investment or risk reduction transaction.

PROSPECTIVE INVESTORS ARE ENCOURAGED TO CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS (INCLUDING ANY POTENTIAL CHANGES THERETO) TO THEIR PARTICULAR SITUATION, AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK ARISING UNDER ANY OTHER TAX LAWS, INCLUDING THE U.S. FEDERAL ESTATE OR GIFT TAX

LAWS OR UNDER THE LAWS OF ANY U.S. STATE OR LOCAL, NON-U.S. OR OTHER TAXING JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

**Non-U.S. Holder Defined**

For purposes of this discussion, a "non-U.S. holder" is a beneficial owner of our common stock that is not for U.S. federal income tax purposes a partnership (or a partner therein) or any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income tax regardless of its source; or
- a trust (i) the administration of which is subject to the primary supervision of a U.S. court and which has one or more United States persons (within the meaning of Section 7701(a)(30) of the Code, a "United States person") who have the authority to control all substantial decisions of the trust or (ii) which has made a valid election under applicable Treasury Regulations to be treated as a United States person.

If a partnership (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds our common stock, the tax treatment of a partner in the partnership generally will depend upon the status of the partner, upon the activities of the partnership and upon certain determinations made at the partner level. Accordingly, we urge partners in partnerships (including entities or arrangements treated as partnerships for U.S. federal income tax purposes) considering the purchase of our common stock to consult their tax advisors regarding the U.S. federal income tax considerations of the purchase, ownership and disposition of our common stock by such partnership.

**Distributions**

As described in the section entitled "Dividend Policy," while we do not currently anticipate paying dividends, depending on factors deemed relevant by our board of directors, following completion of this offering, our board of directors may elect to declare dividends on our common stock. If we do make distributions of cash or other property (other than certain stock distributions) on our common stock, those distributions will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. To the extent those distributions exceed our current and accumulated earnings and profits, the distributions will instead be treated as a non-taxable return of capital to the extent of the non-U.S. holder's tax basis in our common stock (and will reduce such tax basis, until such basis equals zero) and thereafter as capital gain from the sale or exchange of such common stock. See "—Gain on Disposition of Common Stock."

Subject to the withholding requirements under FATCA (as defined below) and with respect to effectively connected dividends, each of which is discussed below, any distribution made to a non-U.S. holder on our common stock generally will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the distribution unless an applicable income tax treaty provides for a lower rate. To receive the benefit of a reduced treaty rate, a non-U.S. holder must timely provide the applicable withholding agent with a properly executed IRS FormW-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) certifying qualification for the reduced rate. A non-U.S. holder that does not timely furnish the required documentation, but that qualifies for a reduced treaty rate, may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS. Non-U.S. holders are urged to consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Dividends paid to a non-U.S. holder that are effectively connected with a trade or business conducted by thenon-U.S. holder in the United States (and, if required by an applicable income tax treaty, are treated as

attributable to a permanent establishment maintained by the non-U.S. holder in the United States) generally will be taxed on a net income basis at the rates and in the manner generally applicable to United States persons. Such effectively connected dividends will not be subject to U.S. federal withholding tax (including backup withholding discussed below) if the non-U.S. holder satisfies certain certification requirements by providing the applicable withholding agent with a properly executed IRS Form W-8ECI certifying eligibility for exemption. If the non-U.S. holder is a corporation for U.S. federal income tax purposes, it may also be subject to a branch profits tax (at a 30% rate or such lower rate as specified by an applicable income tax treaty) on its effectively connected earnings and profits (as adjusted for certain items), which will include effectively connected dividends.

**Gain on Disposition of Common Stock**

Subject to the discussions below under "—Backup Withholding and Information Reporting" and "—Additional Withholding Requirements under FATCA," a non-U.S. holder generally will not be subject to U.S. federal income or withholding tax on any gain realized upon the sale or other taxable disposition of our common stock unless:

- the non-U.S. holder is an individual who is present in the United States for a period or periods aggregating 183 days or more during the calendar year in which the sale or disposition occurs and certain other conditions are met;
- the gain is effectively connected with a trade or business conducted by the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained by the non-U.S. holder in the United States); or
- our common stock constitutes a United States real property interest by reason of our status as a United States real property holding corporation ("USRPHC") for U.S. federal income tax purposes and as a result such gain is treated as effectively connected with a trade or business conducted by the non-U.S. holder in the United States.

A non-U.S. holder described in the first bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate as specified by an applicable income tax treaty) on the amount of such gain, which generally may be offset by U.S. source capital losses, provided the non-U.S. holder has timely filed U.S. federal income tax returns with respect to such losses.

A non-U.S. holder whose gain is described in the second bullet point above or, subject to the exceptions described in the next paragraph, the third bullet point above, generally will be taxed on a net income basis at the rates and in the manner generally applicable to United States persons unless an applicable income tax treaty provides otherwise. If the non-U.S. holder is a corporation for U.S. federal income tax purposes whose gain is described in the second bullet point above, then such gain would also be included in its effectively connected earnings and profits (as adjusted for certain items), which may be subject to a branch profits tax (at a 30% rate or such lower rate as specified by an applicable income tax treaty).

With regard to the third bullet point above, generally, a corporation is a USRPHC if the fair market value of its United States real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business. We believe that we currently are not, and do not expect to become, a USRPHC for U.S. federal income tax purposes. However, if we are classified as a USRPHC or become a USRPHC in the future, as long as our common stock is and continues to be "regularly traded on an established securities market" (within the meaning of the Treasury Regulations), only a non-U.S. holder that actually or constructively owns, or owned at any time during the shorter of the five-year period ending on the date of the disposition or the non-U.S. holder's holding period for the common stock, more than 5% of our common stock will be treated as disposing of a U.S. real property interest and will be taxable on gain realized on the disposition of our common stock as a result of our status as a USRPHC. If we are classified as a USRPHC or become a USRPHC in the future, and our common stock were

not considered to be regularly traded on an established securities market, such non-U.S. holder (regardless of the percentage of stock owned) would be treated as disposing of a U.S. real property interest and would be subject to U.S. federal income tax on a taxable disposition of our common stock (as described in the preceding paragraph), and a 15% withholding tax would apply to the gross proceeds from such disposition (and to any distributions treated as a non-taxable return of capital or capital gain from the sale or exchange of such common stock as described above under "—Distributions").

**NON-U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE FOREGOING RULES TO THEIR PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON STOCK.**

**Backup Withholding and Information Reporting**

Any dividends paid to a non-U.S. holder must be reported annually to the IRS and to the non-U.S. holder. Copies of these information returns may be made available to the tax authorities in the country in which the non-U.S. holder resides or is established. Payments of dividends to a non-U.S. holder generally will not be subject to backup withholding if the non-U.S. holder establishes an exemption by properly certifying its non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form).

Payments of the proceeds from a sale or other disposition by a non-U.S. holder of our common stock effected by or through a U.S. office of a broker generally will be subject to information reporting and backup withholding (at the applicable rate, which is currently 24%) unless the non-U.S. holder establishes an exemption by properly certifying its non-U.S. status on an IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) and certain other conditions are met. Information reporting and backup withholding generally will not apply to any payment of the proceeds from a sale or other disposition of our common stock effected outside the United States by a non-U.S. office of a broker. However, unless such broker has documentary evidence in its records that the non-U.S. holder is not a United States person and certain other conditions are met, or the non-U.S. holder otherwise establishes an exemption, information reporting will apply to a payment of the proceeds of the disposition of our common stock effected outside the United States by such a broker if it has certain relationships within the United States.

Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability (if any) of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely furnished to the IRS.

**Additional Withholding Requirements under FATCA**

Sections 1471 through 1474 of the Code, and the Treasury Regulations and administrative guidance issued thereunder ("FATCA"), impose a 30% withholding tax on any dividends paid on our common stock if paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code) (including, in some cases, when such foreign financial institution or non-financial foreign entity is acting as an intermediary), unless (i) in the case of a foreign financial institution, such institution enters into an agreement with the U.S. government to withhold on certain payments, and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are non-U.S. entities with U.S. owners), (ii) in the case of a non-financial foreign entity, such entity certifies that it does not have any "substantial United States owners" (as defined in the Code) or timely provides the applicable withholding agent with a certification identifying the direct and indirect substantial United States owners of the entity (in either case, generally on an IRS Form W-8BEN-E), or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules and provides appropriate documentation (such as an IRS Form W-8BEN-E). Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States

governing these rules may be subject to different rules. Under certain circumstances, a non-U.S. holder might be eligible for refunds or credits of such taxes. Non-U.S. holders are encouraged to consult their own tax advisors regarding the effects of FATCA on an investment in our common stock.

Although FATCA withholding could apply to gross proceeds on the disposition of our common stock, the U.S. Treasury released proposed Treasury Regulations (the "Proposed Regulations") the preamble to which specifies that taxpayers may rely on them pending finalization. The Proposed Regulations eliminate FATCA withholding on the gross proceeds from a sale or other disposition of our common stock. There can be no assurance that the Proposed Regulations will be finalized in their present form.

**INVESTORS CONSIDERING THE PURCHASE OF OUR COMMON STOCK ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS (INCLUDING ANY POTENTIAL CHANGES THERETO) TO THEIR PARTICULAR SITUATIONS AND THE APPLICABILITY AND EFFECT OF ANY OTHER TAX LAWS, INCLUDING U.S. FEDERAL ESTATE AND GIFT TAX LAWS AND ANY U.S. STATE OR LOCAL OR NON-U.S. TAX LAWS AND TAX TREATIES.**

## UNDERWRITING

J.P. Morgan Securities LLC and Barclays Capital Inc. are acting as the representatives of the underwriters and the book-running managers of this offering. Under the terms of an underwriting agreement, which will be filed as an exhibit to the registration statement, with respect to the shares of common stock being offered, each of the underwriters named below has severally agreed to purchase from us and the selling stockholders the respective number of shares of common stock shown opposite its name below:

| Underwriters | Number of Shares |
|---|---|
| J.P. Morgan Securities LLC | |
| Barclays Capital Inc. | |
| DNB Markets, Inc. | |
| Piper Sandler & Co. | |
| Guggenheim Securities, LLC | |
| Raymond James & Associates, Inc. | |
| BTIG, LLC | |
| Johnson Rice & Company L.L.C. | |
| PEP Advisory LLC | |
| Seaport Global Securities LLC | |
| Academy Securities, Inc. | |
| Drexel Hamilton, LLC | |
| Total | |

The underwriting agreement provides that the underwriters' obligation to purchase shares of common stock depends on the satisfaction of the certain conditions contained in the underwriting agreement including:

- the obligation to purchase all of the shares of common stock offered hereby (other than those shares of common stock covered by their option to purchase additional shares as described below), if any of the shares are purchased;
- the representations and warranties made by us and the selling stockholders to the underwriters are true;
- there is no material change in our business or the financial markets; and
- we and the selling stockholders deliver customary closing documents to the underwriters.

### Commissions and Expenses

The following table summarizes the underwriting discounts and commissions we and the selling stockholders will pay to the underwriters. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares. The underwriting fee is the difference between the initial offer price to the public and the amount the underwriters pay to us and the selling stockholders for the shares.

| | Hornbeck | | Selling Stockholders | |
|---|---|---|---|---|
| | No Exercise | Full Exercise | No Exercise | Full Exercise |
| Per Share | $ | $ | $ | $ |
| Total | $ | $ | $ | $ |

The representatives have advised us that the underwriters propose to offer the shares of common stock directly to the public at the offering price on the cover of this prospectus and to selected dealers, which may include the underwriters, at such offering price less a selling concession not in excess of $ per share. If all the shares are not sold at the initial offering price following the initial offering, the representatives may

change the offering price and other selling terms. Sales of any shares made outside of the United States may be made by affiliates of the underwriters.

The expenses of the offering that are payable by us and the selling stockholders are estimated to be approximately $ (excluding underwriting discounts and commissions). We have agreed to pay expenses incurred by the selling stockholders in connection with the offering, other than the underwriting discounts and commissions. We have agreed to reimburse the underwriters for certain of their expenses incurred in connection with, among others, the review and clearance by the Financial Industry Regulatory Authority, Inc., as set forth in the underwriting agreement.

**Option to Purchase Additional Shares**

We and the selling stockholders have granted the underwriters an option exercisable for 30 days after the date of this prospectus to purchase, from time to time, in whole or in part, up to an aggregate of shares from us and shares from the selling stockholders at the offering price less underwriting discounts and commissions. This option may be exercised to the extent the underwriters sell more than shares in connection with this offering. To the extent that this option is exercised, each underwriter will be obligated, subject to certain conditions, to purchase its pro rata portion of these additional shares based on the underwriter's percentage underwriting commitment in this offering as indicated in the above table.

**Lock-Up Agreements**

We, all of our directors and executive officers and the selling stockholders have agreed that, for a period of 180 days after the date of this prospectus subject to certain limited exceptions, we and they will not directly or indirectly, without the prior written consent of each of J.P. Morgan Securities LLC and Barclays Capital Inc., (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any shares of common stock (including, without limitation, shares of common stock that may be deemed to be beneficially owned by us or them in accordance with the rules and regulations of the SEC and shares of common stock that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for common stock (other than the stock and shares issued pursuant to employee benefit plans, qualified stock option plans, or other employee compensation plans existing on the date of this prospectus or pursuant to currently outstanding options, warrants or rights not issued under one of those plans), or sell or grant options, rights or warrants with respect to any shares of common stock or securities convertible into or exchangeable for common stock (other than the grant of options pursuant to option plans existing on the date of this prospectus), (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of shares of common stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of common stock or other securities, in cash or otherwise, (3) make any demand for or exercise any right or confidentially submit or file or cause a registration statement to be filed or confidentially submitted, including any amendments thereto, with respect to the registration of any shares of common stock or securities convertible, exercisable or exchangeable into common stock or any of our other securities (other than any registration statement on Form S-8), or (4) publicly disclose the intention to do any of the foregoing.

J.P. Morgan Securities LLC and Barclays Capital Inc., in their sole discretion, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time. When determining whether or not to release common stock and other securities from lock-up agreements, J.P. Morgan Securities LLC and Barclays Capital Inc. will consider, among other factors, the holder's reasons for requesting the release, the number of shares of common stock and other securities for which the release is being requested and market conditions at the time. At least two business days before the effectiveness of any release or waiver of any of the restrictions described above with respect to an officer or director of the Company, J.P. Morgan Securities LLC and Barclays Capital Inc. will notify us of the impending release or waiver and we

have agreed to announce the impending release or waiver in accordance with any method permitted by applicable law or regulation (which may include a press release), except where the release or waiver is effected solely to permit a transfer of common stock that is not for consideration and where the transferee has agreed in writing to be bound by the same terms as the lock-up agreements described above to the extent and for the duration that such terms remain in effect at the time of transfer.

**Offering Price Determination**

Since our prior class of common stock was delisted in July 2020, and since shares of our new common stock were issued pursuant to the Plan on the Effective Date, there has been no public market for our common stock. The initial offering price was negotiated between the representatives and us. In determining the initial offering price of our common stock, the representatives considered:

- the history and prospects for the industry in which we compete;
- our financial information;
- the ability of our management and our business potential and earning prospects;
- the prevailing securities markets at the time of this offering; and
- the recent market prices of, and the demand for, publicly traded shares of generally comparable companies.

**Indemnification**

We and the selling stockholders have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make for these liabilities.

**Stabilization, Short Positions and Penalty Bids**

The representatives may engage in stabilizing transactions, short sales and purchases to cover positions created by short sales, and penalty bids or purchases for the purpose of pegging, fixing or maintaining the price of the common stock, in accordance with Regulation M under the Exchange Act:

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.
- A short position involves a sale by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase in the offering, which creates the syndicate short position. This short position may be either a covered short position or a naked short position. In a covered short position, the number of shares involved in the sales made by the underwriters in excess of the number of shares they are obligated to purchase is not greater than the number of shares that they may purchase by exercising their option to purchase additional shares. In a naked short position, the number of shares involved is greater than the number of shares in their option to purchase additional shares. The underwriters may close out any short position by either exercising their option to purchase additional shares and/or purchasing shares in the open market. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through their option to purchase additional shares. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering.
- Syndicate covering transactions involve purchases of the common stock in the open market after the distribution has been completed in order to cover syndicate short positions.

- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of the common stock. As a result, the price of the common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on the NYSE or otherwise and, if commenced, may be discontinued at any time.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the common stock. In addition, neither we nor any of the underwriters make any representation that the representatives will engage in these stabilizing transactions or that any transaction, once commenced, will not be discontinued without notice.

**Electronic Distribution**

A prospectus in electronic format may be made available on the Internet sites or through other online services maintained by one or more of the underwriters and/or selling group members participating in this offering, or by their affiliates. In those cases, prospective investors may view offering terms online and, depending upon the particular underwriter or selling group member, prospective investors may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares for sale to online brokerage account holders. Any such allocation for online distributions will be made by the representatives on the same basis as other allocations.

Other than the prospectus in electronic format, the information on any underwriter's or selling group member's web site and any information contained in any other web site maintained by an underwriter or selling group member is not part of the prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or any underwriter or selling group member in its capacity as underwriter or selling group member and should not be relied upon by investors.

**Listing on the NYSE**

We intend to apply to have our common stock listed on the NYSE under the symbol "HOS".

**Discretionary Sales**

The underwriters have informed us that they do not expect to sell more than 5% of the common stock in the aggregate to accounts over which they exercise discretionary authority.

**Stamp Taxes**

If you purchase shares of common stock offered in this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to the offering price listed on the cover page of this prospectus.

**Other Relationships**

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, consulting, investment management, investment research, principal investment, hedging, financing and brokerage activities.

The underwriters and certain of their affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for the issuer and its affiliates, for which they received or may in the future receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the issuer or its affiliates. The underwriters and certain of their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

**Selling Restrictions**

***General***

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

***European Economic Area***

In relation to each Member State of the European Economic Area (each, a "Member State"), no shares of common stock have been offered or will be offered pursuant to the offering to the public in that Member State prior to the publication of a prospectus in relation to the shares of common stock which has been approved by the competent authority in that Member State, or where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of shares of common stock may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

- to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of shares of common stock shall require the Company or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any shares of common stock in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of common stock to be offered so as to enable an investor to decide to purchase or subscribe for any shares of common stock, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

***United Kingdom***

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at, persons who are "qualified investors" (as defined in the UK Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as "relevant persons").

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as a basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

***Canada***

The shares of common stock may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the shares of common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

## LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Kirkland & Ellis LLP, Houston, Texas. Certain legal matters relating to this offering will be passed upon for the underwriters by Vinson & Elkins LLP, Houston, Texas.

## EXPERTS

The consolidated financial statements of Hornbeck Offshore Services, Inc. at December 31, 2022 and 2021, and for the years ended December 31, 2022 and 2021, for the period from September 5, 2020 to December 31, 2020 (Successor) and for the period from January 1, 2020 to September 4, 2020 (Predecessor), appearing in this Prospectus and Registration Statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the common stock offered in this prospectus. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and our common stock, we refer you to the registration statement and to its exhibits and schedules. Statements in this prospectus about the contents of any contract, agreement or other document are not necessarily complete and, in each instance, we refer you to the copy of such contract, agreement or document filed as an exhibit to the registration statement, with each such statement being qualified in all respects by reference to the document to which it refers.

The SEC maintains a website that contains reports, proxy statements and other information about companies like us, who file electronically with the SEC. The address of that website is http://www.sec.gov. This reference to the SEC's website is an inactive textual reference only and is not a hyperlink.

Upon the effectiveness of the registration statement, we will be subject to the reporting, proxy and information requirements of the Exchange Act and will be required to file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available on the website of the SEC referred to above, as well as on our website, www.hornbeckoffshore.com. This reference to our website is an inactive textual reference only and is not a hyperlink. The contents of, or other information accessible through, our website are not part of this prospectus or the registration statement of which this prospectus forms a part, and you should not consider the contents of our website in making an investment decision with respect to our common stock. We will furnish our stockholders with annual reports containing audited financial statements and quarterly reports containing unaudited interim financial statements for each of the first three quarters of each year.

## INDEX TO FINANCIAL STATEMENTS

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATED BALANCE SHEETS**
**(in thousands)**

| | September 30, 2023 | December 31, 2022 |
|---|---|---|
| **ASSETS** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 146,298 | $ 217,303 |
| Accounts receivable, net of allowance for doubtful accounts of $6,032 and $5,786, respectively | 133,792 | 117,621 |
| Prepaid expenses | 6,672 | 4,190 |
| Assets held for sale | 178 | 146 |
| Tax receivable | 9,182 | 5,956 |
| Other current assets | 12,285 | 12,717 |
| Total current assets | 308,407 | 357,933 |
| Property, plant and equipment, net | 553,020 | 449,249 |
| Restricted cash | 1,247 | 348 |
| Deferred charges, net | 35,970 | 26,298 |
| Operating lease right-of-use assets | 21,313 | 24,634 |
| Finance lease right-of-use assets | 828 | 934 |
| Other assets | 344 | 824 |
| Total assets | $ 921,129 | $ 860,220 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current liabilities: | | |
| Accounts payable | $ 65,639 | $ 42,975 |
| Accrued interest | 5,277 | 5,517 |
| Accrued payroll and benefits | 20,287 | 19,447 |
| Operating lease liabilities | 5,663 | 6,607 |
| Finance lease liabilities | 322 | 286 |
| Accrued taxes payable | 16,179 | 8,087 |
| Deferred revenue | 2,544 | 3,416 |
| Other accrued liabilities | 3,832 | 1,868 |
| Total current liabilities | 119,743 | 88,203 |
| Long-term debt, net of original issue discount of $0 and $1,090, and deferred financing costs of $0 and $495 | 349,001 | 410,258 |
| Deferred tax liabilities, net | 5,157 | 103 |
| Liability-classified warrants | 91,146 | 64,558 |
| Operating lease liabilities | 18,063 | 20,100 |
| Finance lease liabilities | 367 | 475 |
| Other long-term liabilities | 6,639 | 5,691 |
| Total liabilities | 590,116 | 589,388 |
| **Stockholders' equity:** | | |
| Common stock: $0.00001 par value; 50,000 shares authorized; 5,554 and 5,386 shares issued and outstanding, respectively | — | — |
| Additional paid-in capital | 209,066 | 197,006 |
| Retained earnings | 120,841 | 73,890 |
| Accumulated other comprehensive income (loss) | 1,106 | (64) |
| Total stockholders' equity | 331,013 | 270,832 |
| Total liabilities and stockholders' equity | $ 921,129 | $ 860,220 |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATED STATEMENTS OF OPERATIONS**
**(in thousands, except per share data)**

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2023 | 2022 | 2023 | 2022 |
| Revenues: | | | | |
| Vessel revenues | $149,136 | $113,313 | $405,623 | $284,398 |
| Non-vessel revenues | 11,063 | 11,215 | 32,965 | 33,927 |
| | 160,199 | 124,528 | 438,588 | 318,325 |
| Costs and expenses: | | | | |
| Operating expense | 80,031 | 58,474 | 221,532 | 153,863 |
| Depreciation expense | 6,977 | 4,843 | 18,730 | 13,016 |
| Amortization expense | 5,615 | 3,353 | 15,981 | 6,910 |
| General and administrative expense | 16,199 | 14,385 | 48,565 | 42,201 |
| Stock-based compensation expense | 1,907 | 1,875 | 17,270 | 3,468 |
| Terminated debt refinancing costs | 40 | — | 3,673 | — |
| | 110,769 | 82,930 | 325,751 | 219,458 |
| Gain on sale of assets | 101 | 13,786 | 2,667 | 14,544 |
| Operating income | 49,531 | 55,384 | 115,504 | 113,411 |
| Interest expense | 9,637 | 10,593 | 32,609 | 29,686 |
| Interest income | (2,991) | (709) | (7,821) | (1,294) |
| Net interest expense | 6,646 | 9,884 | 24,788 | 28,392 |
| | 42,885 | 45,500 | 90,716 | 85,019 |
| Other income (expense): | | | | |
| Unconsolidated equity in income | — | — | — | 54 |
| Loss on early extinguishment of debt | (1,236) | (42) | (1,236) | (42) |
| Foreign currency loss | (446) | (85) | (1,303) | (222) |
| Fair value adjustment of liability-classified warrants | (22,055) | — | (26,588) | (24,404) |
| Other income | — | 1,008 | 756 | 1,266 |
| | (23,737) | 881 | (28,371) | (23,348) |
| Income before income taxes | 19,148 | 46,381 | 62,345 | 61,671 |
| Income tax expense | 9,032 | 326 | 15,394 | 2,764 |
| Net income | $ 10,116 | $ 46,055 | $ 46,951 | $ 58,907 |
| Earnings per share: | | | | |
| Basic earnings per common share | $ 0.59 | $ 2.74 | $ 2.76 | $ 3.50 |
| Diluted earnings per common share | $ 0.52 | $ 2.45 | $ 2.44 | $ 3.22 |
| Weighted average basic shares outstanding | 17,036 | 16,826 | 16,993 | 16,824 |
| Weighted average diluted shares outstanding | 19,313 | 18,808 | 19,205 | 18,280 |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**
**(in thousands, except per share data)**

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2023 | 2022 | 2023 | 2022 |
| Net income | $10,116 | $46,055 | $46,951 | $58,907 |
| Other comprehensive income: | | | | |
| Foreign currency translation income (loss), net | (1,052) | (723) | 1,170 | 331 |
| Total comprehensive income | $ 9,064 | $45,332 | $48,121 | $59,238 |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**
**(in thousands)**

| | Three Months Ended September 30, 2023 | | | | | |
|---|---|---|---|---|---|---|
| | Common Stock | | | | | |
| | Shares [7] | Amount | Additional Paid-In Capital | Retained Earnings | Accumulated Other Comprehensive Income (loss) | Total Stockholders Equity |
| Balance at July 1, 2023 [1] | 16,931 | $ — | $207,209 | $110,725 | $ 2,158 | $ 320,092 |
| Stock-based compensation expense | — | — | 1,857 | — | — | 1,857 |
| Net income | — | — | — | 10,116 | — | 10,116 |
| Foreign currency translation loss, net | — | — | — | — | (1,052) | (1,052) |
| Balance at September 30, 2023 [2] | 16,931 | $ — | $209,066 | $120,841 | $ 1,106 | $ 331,013 |

| | Nine Months Ended September 30, 2023 | | | | | |
|---|---|---|---|---|---|---|
| | Common Stock | | | | | |
| | Shares [7] | Amount | Additional Paid-In Capital | Retained Earnings | Accumulated Other Comprehensive Income (loss) | Total Stockholders Equity |
| Balance at January 1, 2023 [3] | 16,763 | $ — | $197,006 | $ 73,890 | $ (64) | $ 270,832 |
| Issuance of common stock | 168 | — | — | — | — | — |
| Stock-based compensation expense | — | — | 16,975 | — | — | 16,975 |
| Shares withheld for employee withholding taxes | — | — | (4,915) | — | — | (4,915) |
| Net income | — | — | — | 46,951 | — | 46,951 |
| Foreign currency translation income, net | — | — | — | — | 1,170 | 1,170 |
| Balance at September 30, 2023 [2] | 16,931 | $ — | $209,066 | $120,841 | $ 1,106 | $ 331,013 |

| | Three Months Ended September 30, 2022 | | | | | |
|---|---|---|---|---|---|---|
| | Common Stock | | | | | |
| | Shares [7] | Amount | Additional Paid-In Capital | Retained Earnings | Accumulated Other Comprehensive Income (loss) | Total Stockholders Equity |
| Balance at July 1, 2022 [4] | 16,763 | $ — | $ 193,272 | $ 5,980 | $ 123 | $ 199,375 |
| Stock-based compensation expense | — | — | 1,875 | — | — | 1,875 |
| Net income | — | — | — | 46,055 | — | 46,055 |
| Foreign currency translation loss, net | — | — | — | — | (723) | (723) |
| Balance at September 30, 2022 [5] | 16,763 | $ — | $ 195,147 | $52,035 | $ (600) | $ 246,582 |

| | Nine Months Ended September 30, 2022 | | | | | |
|---|---|---|---|---|---|---|
| | Common Stock | | | | | |
| | Shares [7] | Amount | Additional Paid-In Capital | Retained Earnings | Accumulated Other Comprehensive Income (loss) | Total Stockholders Equity |
| Balance at January 1, 2022 [6] | 16,763 | $ — | $ 191,676 | $ (6,872) | $ (931) | $ 183,873 |
| Stock-based compensation expense | — | — | 3,471 | — | — | 3,471 |
| Net income | — | — | — | 58,907 | — | 58,907 |
| Foreign currency translation income, net | — | — | — | — | 331 | 331 |
| Balance at September 30, 2022 [5] | 16,763 | $ — | $ 195,147 | $52,035 | $ (600) | $ 246,582 |

(1) Reflects 5,554 shares of common stock and 11,377 Jones Act Warrants issued and outstanding as of July 1, 2023.

(2) Reflects 5,554 shares of common stock and 11,377 Jones Act Warrants issued and outstanding as of September 30, 2023.
(3) Reflects 5,386 shares of common stock and 11,377 Jones Act Warrants issued and outstanding as of January 1. 2023.
(4) Reflects 5,386 shares of common stock and 11,377 Jones Act Warrants issued and outstanding as of July 1, 2022.
(5) Reflects 5,386 shares of common stock and 11,377 Jones Act Warrants issued and outstanding as of September 30, 2022.
(6) Reflects 4,652 shares of common stock and 12,111 Jones Act Warrants issued and outstanding as of January 1, 2022.
(7) The quantity of shares listed does not include fully vested, equity-settled restricted stock units, which were granted under the MIP and are contingently exercisable at the earlier of the occurrence of a contractually-designated event or the passage of a certain period of time

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**UNAUDITED CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(in thousands)**

| | Nine Months Ended September 30, | |
|---|---|---|
| | 2023 | 2022 |
| **CASH FLOWS FROM OPERATING ACTIVITIES:** | | |
| Net income | $ 46,951 | $ 58,907 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation | 18,730 | 13,016 |
| Amortization | 15,981 | 6,910 |
| Stock-based compensation expense | 17,270 | 3,468 |
| Loss on early extinguishment of debt | 1,236 | 42 |
| Provision for bad debts | 246 | 345 |
| Deferred tax expense | 4,760 | 12 |
| Amortization of deferred financing costs | 383 | 432 |
| Amortization of deferred contract-specific costs | 753 | — |
| Mark-to-market adjustment of creditor warrants | 26,588 | 24,404 |
| Gain on sale of assets | (2,667) | (14,541) |
| Gain on asset disposal | — | (3) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (16,206) | (39,650) |
| Other current and long-term assets | (2,118) | (5,117) |
| Deferred drydocking charges | (20,939) | (16,118) |
| Accounts payable | 8,497 | 9,253 |
| Accrued liabilities and other liabilities | 7,726 | 4,077 |
| Accrued interest | (240) | (62) |
| Accumulated payment-in-kind interest | 7,763 | 22,817 |
| Net cash provided by operating activities | 114,714 | 68,192 |
| **CASH FLOWS FROM INVESTING ACTIVITIES:** | | |
| Acquisition of offshore supply vessels | (79,256) | (92,446) |
| Net proceeds from sale of assets | 2,858 | 15,266 |
| Vessel capital expenditures | (32,501) | (11,336) |
| Non-vessel capital expenditures | (983) | (1,101) |
| Net cash used in investing activities | (109,882) | (89,617) |
| **CASH FLOWS FROM FINANCING ACTIVITIES:** | | |
| Repayment of Replacement First Lien Term Loans | (70,605) | (4,202) |
| Fees for repayment of Replacement First Lien Term Loans | (34) | — |
| Deferred financing costs | — | 11 |
| Cash paid in lieu of shares | (54) | — |
| Shares withheld for employee withholding taxes | (4,915) | — |
| Principal payments under finance lease obligations | (210) | (141) |
| Net cash used in financing activities | (75,818) | (4,332) |
| Effects of exchange rate changes on cash | 880 | 20 |
| Net decrease in cash, cash equivalents and restricted cash | (70,106) | (25,737) |
| Cash, cash equivalents and restricted cash at beginning of period | 217,651 | 180,770 |
| Cash, cash equivalents and restricted cash at end of period | $ 147,545 | $155,033 |
| **SUPPLEMENTAL DISCLOSURES OF CASH FLOW ACTIVITIES:** | | |
| Cash paid for interest | $ 25,692 | $ 5,417 |
| Cash paid for income taxes | $ 5,815 | $ 129 |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Basis of Presentation**

The accompanying unaudited condensed consolidated financial statements reflect the financial position, results of operations, comprehensive income, cash flows, and changes in stockholders' equity of Hornbeck Offshore Services, Inc., a Delaware corporation, and its consolidated subsidiaries, collectively referred to as "Hornbeck", "Company," "we," "us," or "our".

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with United States (U.S.) generally accepted accounting principles (GAAP) for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) for interim financial information. Accordingly, certain information and footnote disclosures normally included in our annual financial statements have been condensed or omitted. These unaudited condensed consolidated financial statements should be read in conjunction with our audited consolidated financial statements and notes thereto as of and for the year ended December 31, 2022. In the opinion of management, the accompanying financial information reflects all normal recurring adjustments necessary to fairly state our results of operations, financial position and cash flows for the periods presented and are not indicative of the results that may be expected for a full year.

Our financial statements have been prepared on a consolidated basis. Under this basis of presentation, our financial statements consolidate all subsidiaries (entities in which we have a controlling financial interest), and all intercompany accounts and transactions have been eliminated. Certain reclassifications have been made to prior-year results to conform to current-year presentation.

**2. Recent Accounting Pronouncements**

The following table provides a brief description of recent accounting pronouncements that could have a material effect on the Company's financial statements:

| Standard | Description | Date of Adoption | Effect on the financial statements and other significant matters |
|---|---|---|---|
| *Standards that have been adopted:* | | | |
| ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* | This standard requires measurement and recognition of expected credit losses for financial assets held. ASU No. 2016-13 requires modified retrospective application. Early adoption is permitted. | January 1, 2023 | The Company adopted ASU No. 2016-13 on January 1, 2023. This adoption had no material impact on its consolidated financial statements. |
| ASU No. 2020-04, *Reference Rate Reform (Topic 848), Facilitation of the Effects of Reference Rate Reform on Financial Reporting* | The amendments in this update provide optional expedients and exceptions for applying generally accepted accounting principles (GAAP) to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. | Effective upon issuance (March 12, 2020) and generally can be adopted at the reporting entity's election through December 31, 2024. | The Company adopted ASU No. 2020-04 on July 27, 2023. This adoption had no material impact on its consolidated financial statements. |
| ASU No. 2022-06, *Reference Rate* | The amendments in this update defer the sunset date of Topic | Effective upon issuance | The Company adopted ASU No. 2022-06 on January 1, 2023. |

| Standard | Description | Date of Adoption | Effect on the financial statements and other significant matters |
|---|---|---|---|
| *Reform (Topic 848): Deferral of the Sunset Date of Topic 848* | 848 from December 31, 2022, to December 31, 2024. | (December 21, 2022) through December 31, 2024. | This adoption had no material impact on its consolidated financial statements. |
| *Standards that have not been adopted:* | | | |
| ASU No. 2023-05, *Business Combinations - Joint Venture Formations (Subtopic 805-60): Recognition and Initial measurement* | This standard requires a joint venture to initially measure all contributions received upon its formation at fair value. ASU No. 2023-05 requires prospective application for all newly-formed joint venture entities with a formation date on or after January 1, 2025. Joint ventures formed prior to the adoption date may elect to apply the guidance retrospectively back to their original formation date. Early adoption is permitted. | January 1, 2025 | The Company will adopt ASU No. 2023-05 on January 1, 2025 and elect to apply the standard prospectively. The Company does not believe that the implementation of this guidance will have a material impact on its consolidated financial statements. |

**3. Allowance for Credit Losses**

Customers are primarily major and independent, domestic and international, oil and oilfield service companies, as well as national oil companies, the U.S. military and offshore wind companies. The Company's customers are granted credit on a short-term basis and related credit risks are considered minimal. The Company usually does not require collateral, but does occasionally require letters of credit or payment-in-advance if undue credit risk is determined to exist with a particular contract or customer. The Company provides an estimate for credit losses based primarily on management's judgment using the relative age of customer balances, historical losses, current economic conditions and individual evaluations of each customer to record an allowance for doubtful accounts. Direct write-offs of receivables only occur when amounts are deemed uncollectible and all options for collection have been exhausted.

Activity in the allowance for credit losses was not material during the three- and nine-month periods ended September 30, 2023 and 2022.

**4. Revenues from Contracts with Customers**

As of September 30, 2023, the Company had certain remaining performance obligations representing contracted vessel revenue for which work had not been performed and such contracts had an original expected duration of more than one year. As of September 30, 2023, the aggregate amount of the transaction price allocated to remaining performance obligations for such contracts totaled $96.9 million, of which $32.4 million is expected to be fully recognized in the fourth quarter of 2023 and $64.4 million in 2024. These amounts are a result of multi-year vessel charters that commenced in either 2022 or 2023.

As of September 30, 2023, we had $2.5 million and $0.8 million of deferred revenue included in other current liabilities and other long-term liabilities, respectively, related to unsatisfied performance obligations that will be recognized during the remainder of 2023, 2024 and 2025.

HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

***Disaggregation of Revenues***

The Company recognized revenues as follows (in thousands):

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2023 | 2022 | 2023 | 2022 |
| Vessel revenues | $ 149,136 | $ 113,313 | $ 405,623 | $ 284,398 |
| Vessel management revenues | 10,722 | 10,628 | 31,819 | 32,167 |
| Shore-based facility revenues | 341 | 587 | 1,146 | 1,760 |
| | $ 160,199 | $ 124,528 | $ 438,588 | $ 318,325 |

Revenues by geographic region [1] were as follows (in thousands):

| | Three Months Ended September 30, | | | |
|---|---|---|---|---|
| | 2023 | % of Total | 2022 | % of Total |
| United States | $ 117,251 | 73% | $ 102,068 | 82% |
| International [2] | 42,948 | 27% | 22,460 | 18% |
| | $ 160,199 | 100% | $ 124,528 | 100% |

| | Nine Months Ended September 30, | | | |
|---|---|---|---|---|
| | 2023 | % of Total | 2022 | % of Total |
| United States | $ 332,146 | 76% | $ 256,566 | 81% |
| International [3] | 106,442 | 24% | 61,759 | 19% |
| | $ 438,588 | 100% | $ 318,325 | 100% |

(1) The Company attributes revenues to individual geographic regions based on the location where services are performed.
(2) International revenues of $17.0 million and $9.2 million were attributed to services performed in Mexico for the three months ended September 30, 2023 and 2022, respectively. International revenues of $17.5 million and $2.8 million were attributed to services performed in Brazil for the three months ended September 30, 2023 and 2022, respectively. Revenues attributed to other countries were not individually material for the periods presented.
(3) International revenues of $61.6 million and $27.3 million were attributed to services performed in Mexico for the nine months ended September 30, 2023 and 2022, respectively. International revenues of $35.3 million and $12.7 million were attributed to services performed in Brazil for the nine months ended September 30, 2023 and 2022, respectively. Revenues attributed to other countries were not individually material for the periods presented.

**5. Earnings Per Share**

Basic earnings per common share was calculated by dividing net income by the weighted average number of common shares and Jones Act Warrants outstanding during the period. Diluted earnings per common share was calculated by dividing net income by the weighted average number of common shares and Jones Act Warrants outstanding during the period plus the effect of dilutive Creditor Warrants, dilutive stock options and restricted stock unit awards. Weighted average number of common shares outstanding was calculated by using the sum of

the shares and Jones Act Warrants determined on a daily basis divided by the number of days in the period. The table below reconciles the Company's earnings per share (in thousands, except for per share data):

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2023 | 2022 | 2023 | 2022 |
| Net Income | $10,116 | $46,055 | $46,951 | $58,907 |
| Weighted average number of shares of common stock outstanding[1][2] | 17,036 | 16,826 | 16,993 | 16,824 |
| Add: Net effect of dilutive stock options, restricted stock units, and Creditor Warrants [3][4][5] | 2,277 | 1,982 | 2,212 | 1,456 |
| Weighted average number of dilutive shares of common stock outstanding | 19,313 | 18,808 | 19,205 | 18,280 |
| Earnings per common share | | | | |
| Basic earnings per common share | $ 0.59 | $ 2.74 | $ 2.76 | $ 3.50 |
| Diluted earnings per common share | $ 0.52 | $ 2.45 | $ 2.44 | $ 3.22 |

(1) For the weighted average number of shares of common stock outstanding, the Company included 11,377 and 11,377 Jones Act Warrants for the three and nine months ended September 30, 2023, respectively, and 11,377 and 11,526 Jones Act Warrants for the three and nine months ended September 30, 2022, respectively, which represents the weighted average number of Jones Act Warrants existing at each period-end.

(2) Includes 105 and 105 fully vested, equity-settled restrictive stock units for the three and nine months ended September 30, 2023, respectively, and 63 and 63 fully vested, equity-settled restrictive stock units for the three and nine months ended September 30, 2022, respectively, which were granted under the MIP and are contingently exercisable at the earlier of the occurrence of a contractually-designated event or the passage of a certain period of time.

(3) Includes 232 and 200 unvested restricted stock units, and 619 and 611 contingently-exercisable vested restricted stock units in the weighted average calculation for the three and nine months ended September 30, 2023, respectively, and 592 and 394 unvested restricted stock units and 413 and 413 contingently exercisable, vested restricted stock units in the weighted average calculation for the three and nine months ended September 30, 2022, respectively.

(4) Includes 488 and 484 dilutive unvested stock options granted under the MIP in the weighted average calculation for the three and nine months ended September 30, 2023, respectively, and 417 and 365 dilutive unvested stock options granted under the MIP in the weighted average calculation for the three and nine months ended September 30, 2022, respectively. The amount of dilutive unvested stock options included in this calculation are expected to fluctuate from quarter to quarter depending on the Company's performance compared to a predetermined set of performance criteria.

(5) Includes 938 and 917 of in-the-money, liability-classified Creditor Warrants in the weighted average calculation for the three and nine months ended September 30, 2023, respectively, and 560 and 283 of in-the-money liability-classified Creditor Warrants in the weighted average calculation for the three and nine months ended September 30, 2022, respectively.

HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

**6. Property, Plant and Equipment**

Property, plant and equipment consisted of the following (in thousands):

| | September 30, 2023 | December 31, 2022 |
|---|---|---|
| Offshore supply vessels and multi-purpose support vessels | $ 524,957 | $ 437,561 |
| Non-vessel related property, plant and equipment | 18,505 | 15,964 |
| Less: Accumulated depreciation | (59,175) | (39,842) |
| | 484,287 | 413,683 |
| Construction in progress (1) | 68,733 | 35,566 |
| | $ 553,020 | $ 449,249 |

(1) Includes $18.1 million of accrued accounts payable as of September 30, 2023 and $7.7 million of accrued accounts payable as of December 31, 2021. These amounts were excluded from the statement of cash flows as non-cash items for the respective periods.

The table below presents net book value of property, plant and equipment by geographic regions(1) (in thousands):

| | September 30, 2023 | % of Total | December 31, 2022 | % of Total |
|---|---|---|---|---|
| United States | $ 472,210 | 85% | $ 365,769 | 81.4% |
| International(2) | 80,810 | 15% | 83,480 | 18.6% |
| | 553,020 | 100% | $ 449,249 | 100.0% |

(1) Book values are attributed to geographic regions based on the country of domicile of the specific asset-owning subsidiary of the Company, not the physical operating location of the asset as of any of the dates presented.
(2) International property, plant and equipment of $71.5 million and $74.5 million were owned by certain Mexican subsidiaries of the Company as of September 30, 2023 and December 31, 2022, respectively. Property, plant and equipment attributed to other countries were not individually material as of any of the dates presented. No other individual foreign location accounted for a material portion of property, plant and equipment as of any of the dates presented.

***Vessel Acquisitions***

*ECO Acquisitions #1*

On January 10, 2022, the Company entered into definitive vessel purchase agreements with certain affiliates of Edison Chouest Offshore, or collectively ECO, to acquire up to ten high-spec, 280 class DP-2 OSVs for an aggregate price of $130.0 million. In November 2022, ECO exercised an option to terminate the vessel purchase agreements relating to the last four vessels. ECO refunded initial deposits of $1.5 million in the aggregate and paid an additional amount equal to such deposits as a termination fee. After accounting for such terminations and certain purchase price adjustments, the aggregate purchase price for ECO Acquisitions #1 was $82.4 million. Pursuant to the purchase agreements, final payment and the transfer of ownership of each of the vessels occurred on the date of delivery and acceptance for such vessel following the completion of reactivation and regulatory drydockings by ECO. The Company took delivery of the six vessels between May 2022 and August 2023.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

As of September 30, 2023, the Company had paid $82.2 million for the original purchase price and $1.7 million in purchase price adjustments associated with discretionary enhancements of the ECO Acquisitions #1 vessels, prior to the effect of the $1.5 million termination fee paid by ECO. In addition, the Company had incurred $4.2 million of costs associated with additional outfitting of the six vessels through the third quarter of 2023. The Company expects to incur an additional $0.6 million related to post-closing modifications of the sixth vessel during the fourth quarter of 2023.

*MARAD Acquisition and SOV/Flotel Conversion*

On February 4, 2022, the Company completed the acquisition of three high-spec, 280 classDP-2 OSVs from the U.S. Department of Transportation's Maritime Administration, or MARAD, for an aggregate price of $37.2 million. In September 2022, the Company placed two of these vessels into service for immediate time charters in the U.S. GoM. Since taking physical delivery of the vessels from MARAD, the Company has incurred approximately $26.5 million for the reactivation and regulatory drydockings of all three vessels. The Company has also incurred $17.8 million, excluding capitalized interest, associated with the conversion of the third vessel into a dual-use service operation vessel, or SOV, and flotel to support the domestic offshore wind and oilfield markets. The Company currently expects to spend an additional $59.0 million towards the SOV/flotel conversion of the third vessel, which is expected to be completed by mid-year 2025.

*ECO Acquisitions #2*

On December 22, 2022, the Company executed a controlling purchase agreement with Nautical Solutions, L.L.C., an ECO affiliate. Pursuant to the controlling purchase agreement, the Company subsequently entered into separate, individual vessel purchase agreements to acquire six high-spec, 280 class DP-2 OSVs from Nautical for $17.0 million per vessel. Nautical is required to complete regulatory drydocking and reactivation activities for each vessel prior to closing. Payment of 10% of the purchase price for each vessel has been paid upon arrival of such vessel to the shipyard and the remaining 90% has been or will be paid at the closing and delivery of each vessel. The closing of the vessel purchases has occurred or will occur one at a time in serial deliveries by December 31, 2023, but due to supply chain constraints such deliveries could extend into early 2024. In addition to the aggregate purchase price of $102.0 million, the Company expects to incur an additional $9.3 million related to the outfitting and discretionary enhancement of these six vessels.

During the third quarter of 2023, the Company took delivery of the first two vessels and paid $15.3 million each for the remaining 90% of the original purchase price and $0.2 million per vessel for purchase price adjustments related to discretionary enhancements completed in the shipyard by Nautical. As of September 30, 2023, the Company had paid $40.8 million, including deposits, of the original purchase price and $0.4 million in purchase price adjustments associated with discretionary enhancements for the ECO Acquisitions #2 vessels. In addition, the Company had incurred $2.3 million of costs associated with additional outfitting of the six vessels through the third quarter of 2023.

In October 2023, the Company took delivery of the third vessel and paid $15.3 million for the remaining 90% of the original purchase price and $0.1 million for purchase price adjustments related to discretionary enhancements. The Company expects to incur the remaining purchase price of $45.9 million and $6.9 million related to additional outfitting and discretionary enhancements during the fourth quarter of 2023 assuming the remaining three vessels are delivered by December 31, 2023.

The Company has determined that substantially all of the fair value of the assets acquired and to be acquired from ECO, MARAD and Nautical are concentrated in a group of similar identifiable assets and therefore, accounts for such transactions as asset acquisitions under ASU 2017-01. The Company did not acquire any contracts, employees, business systems, trade names or trademarks in connection with these acquisitions.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Assets Held for Sale***

During the nine months ended September 30, 2023, the Company consummated the sale of certain non-vessel equipment for net proceeds totaling $2.0 million, resulting in an aggregate gain of $1.9 million and two 200 class DP-1 OSVs for net proceeds totaling $1.0 million, resulting in an aggregate gain of $0.8 million. As of September 30, 2023, the Company had one mid-spec vessel and one low-spec vessel that met all of the held-for-sale criteria and are included in assets held for sale on the consolidated balance sheet at an aggregate carrying value of $0.2 million, which represents their estimated fair value.

**7. Long-Term Debt**

As of the dates indicated below, the Company had the following outstanding long-term debt (in thousands):

| | September 30, 2023 | December 31, 2022 |
|---|---|---|
| Replacement First Lien Term Loans due 2025, net of original issue discount of $0 and $1,090 and deferred financing costs of $0 and $495 | $ — | $ 69,020 |
| Exit Second Lien Term Loans due 2026 (including accumulated payment-in-kind interest) | 349,001 | 341,238 |
| | $ 349,001 | $ 410,258 |

The table below summarizes the Company's cash interest payments (in thousands):

| | Cash Interest Payments (1) | Payment Dates |
|---|---|---|
| Exit Second Lien Term Loans due 2026 | $ 8,558 | March 31, June 30, September 30, December 31 |

(1) The interest rate on the Exit Second Lien Term Loans is variable at 8.25% or 10.25% per annum based on the Company's total leverage ratio on a quarterly basis. The amount reflected in this table is consistent with the interest rate applicable to the Company's current total leverage ratio.

***Replacement First Lien Term Loans***

On August 31, 2023, the Company repaid the $68.7 million remaining principal balance of the Replacement First Lien Term Loans. As a result, the Company incurred a $1.2 million loss on early extinguishment of debt; most of which related to the write-off of deferred issuance costs and original issue discount.

***Exit Second Lien Term Loans***

In June 2023, we elected to stop accruing payment-in-kind interest and began cash paying the interest on the Exit Second Lien Term Loans. Effective September 4, 2023, the Exit Second Lien Term Loans converted to full cash-pay obligations with an annual fixed interest rate of 8.25% based on our prevailing total leverage ratio, which was below 3.0. As of September 30, 2023, certain lenders of the Exit Second Lien Term Loans were considered related parties due to their ownership of Jones Act Warrants and/or shares of common stock.

***Postponed Debt Refinancing***

In the second quarter of 2023, the Company postponed plans to refinance its then-existing debt. As a result, the Company recorded a non-recurring charge of $3.7 million for expenses incurred in connection with the

terminated process as refinancing did not occur within 90 days of the postponement date. Pursuant to ASC 340, O*ther Assets and Deferred Costs*, costs associated with a postponed or terminated offering of debt or equity securities must be expensed if the offering is not completed or expected to be completed within 90 days of the postponement.

**8. Liability-Classified Warrants**

***Creditor Warrants***

The Company's outstanding Creditor Warrants are currently classified as liabilities pursuant to ASC 815,*Derivatives and Hedging*. Warrants that are classified as liabilities are recorded at their estimated fair value on a recurring basis at each balance sheet date. To estimate the fair value of the Creditor Warrants, the Company, assisted by third-party valuation advisors, uses a Black-Scholes model, which utilizes the following input assumptions at the applicable valuation date: (i) the current estimated fair value of the underlying common stock based on a controlling interest equity valuation, (ii) the exercise price, (iii) the contractual expiry term, (iv) an estimated equity volatility based on the historical asset and equity volatilities of comparable publicly traded companies, (v) a term-matched risk-free rate based on the U.S. Treasury separate trading of registered interest and principal securities (STRIPS) yield, and (vi) an expected dividend yield. The Company's third-party valuation advisors estimate the fair value of the underlying common stock using the income approach and the market approach with each equally weighted. The income approach involves the use of various judgmental assumptions including the use of prospective financial information, the weighted average cost of capital and the estimated terminal value of the Company. The fair value of the Creditor Warrants falls within Level 3 of the hierarchy as there is currently no active trading market and certain inputs of the Black-Scholes model are not observable or corroborated by available market data. Based on the lack of trading history of our privately-held equity, the Company currently considers the estimated fair value of its common stock to be the most critical assumption in the determination of the fair value of the Creditor Warrants. As of September 30, 2023, every one-dollar change in the estimated fair value per share of the underlying common stock would have an approximate $1.5 million impact on the estimated fair value of the Creditor Warrants.

There were no exercises of Creditor Warrants during the nine months ended September 30, 2023 and 2022. The estimated fair value of the Creditor Warrants was determined to be $91.1 million, or $57.25 per warrant, as of September 30, 2023, representing an increase in value since their original issuance on September 4, 2020 of approximately $82.9 million, or $52.09 per warrant.

The inputs to the Black-Scholes model utilized for the valuation of the Creditor Warrants at September 30, 2023 and December 31, 2022 were as follows:

| | September 30, 2023 | December 31, 2022 |
|---|---|---|
| Fair value per share of the underlying common stock | $ 75.82 | $ 55.53 |
| Warrant exercise price | 27.83 | 27.83 |
| Remaining contractual term (years) | 3.93 | 4.68 |
| Expected volatility | 65% | 70% |
| Risk-free rate | 4.65% | 3.02 |
| Expected dividend yield | 0% | 0% |

**9. Stock-Based Compensation**

***Incentive Compensation Plan***

The Company's Management Incentive Plan, or MIP, provides for the issuance of a maximum of 2.2 million shares of common stock for the Company to grant common stock, restricted stock and stock options to

employees and directors. As of September 30, 2023, there were 1.8 million shares reserved for issuance related to granted awards and 0.1 million shares available for future grants to employees and directors under the MIP.

The financial impact of stock-based compensation expense related to the Company's incentive compensation plan on its operating results are reflected in the table below (in thousands, except for per share data):

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2023 | 2022 | 2023 | 2022 |
| Income before taxes | $ 1,907 | $ 1,875 | $ 17,270 | $ 3,468 |
| Net income | $ 1,007 | $ 1,862 | $ 13,006 | $ 3,313 |
| Earnings per common share: | | | | |
| Basic | $ 0.06 | $ 0.11 | $ 0.77 | $ 0.20 |
| Diluted | $ 0.05 | $ 0.10 | $ 0.68 | $ 0.18 |

In March 2023, the Company issued certain restricted stock unit awards pursuant to the MIP of which 50% immediately vested and settled upon issuance while the remaining 50% will vest in future periods consistent with previous issuances of such restricted stock unit awards. The Company recorded $10.6 million of stock-based compensation expense in 2023 related to the portion of the awards that vested and settled immediately upon issuance.

**10. Income Taxes**

The effective income tax expense rate for the nine months ended September 30, 2023 and 2022 was 24.7% and 4.5%, respectively. The Company's current income tax expense reflects its current foreign tax liabilities, and for the current quarter, certain deferred tax liabilities that could not be offset with a valuation allowance. Since its emergence from bankruptcy, the Company has offset its deferred tax assets with a valuation allowance, as required in certain circumstances by GAAP, leading to volatility in the Company's effective tax rate from period to period.

With limited exceptions, we are no longer subject to tax audits by U.S. federal, state, local or foreign taxing authorities for years prior to 2018. The Company has ongoing examinations by various foreign tax authorities but does not believe that the results of these examinations will have a material adverse effect on the Company's financial position or results of operations.

**11. Commitments and Contingencies**

***Vessel Construction***

In October 2023, the Company entered into a final settlement agreement with Fidelity & Deposit Company of Maryland and Zurich American Insurance Company, together the Surety, and Gulf Island Shipyards, LLC, or Gulf Island, for its two U.S.-flagged, Jones Act-qualified, 400 class DP-2 MPSVs that had been under construction at Gulf Island. Pursuant to the settlement agreement, Gulf Island released all claims asserted against the Company and the Company released its claims against the shipyard and the Surety. Further, the Surety agreed to takeover and complete the construction of the two MSPVs at a shipyard acceptable to the Company. The Company is obligated to pay only the remaining portion of the original shipyard contract price for the two MPSVs, which amounts to $53.8 million in the aggregate. The Surety is required to pay all completion costs in excess of the $53.8 million remaining contract price, excluding any approved change orders. The Company

expects to incur an additional $30.0 million in the aggregate for discretionary enhancements to add secondary cranes to both vessels. Pursuant to the settlement, the Surety is required to deliver both MPSVs in 2025.

***Contingencies***

In the normal course of its business, the Company becomes involved in various claims and legal proceedings in which monetary damages are sought. It is management's opinion that the Company's liability, if any, under such claims or proceedings would not materially affect the Company's financial position or results of operations. The Company insures against losses relating to its vessels, pollution and third party liabilities, including claims by employees under Section 33 of the Merchant Marine Act of 1920, or the Jones Act. Third party liabilities and pollution claims that relate to vessel operations are covered by the Company's entry in a mutual protection and indemnity association, or P&I Club, as well as by marine liability policies in excess of the P&I Club's coverage. The Company provides reserves for any individual claim deductibles for which the Company remains responsible by using an estimation process that considers Company-specific and industry data, as well as management's experience, assumptions and consultation with outside counsel. As additional information becomes available, the Company will assess the potential liability related to its pending claims and revise its estimates. Although historically revisions to such estimates have not been material, changes in estimates of the potential liability could materially impact the Company's results of operations, financial position or cash flows.

***Mexico Tax Audits***

The Company is subject to audit by various Mexican statutory bodies, including the Mexican tax authorities, or SAT. In November 2018, SAT commenced an audit of a Mexican subsidiary's 2015 tax return and asserted certain positions that disallowed a significant portion of the Company's deductible expenses, which resulted in additional taxes, interest and penalties being assessed. As a result, the Company engaged in non-binding mediation proceedings, which concluded in 2021 without resolution. In April 2022, the Company received an official assessment from SAT and initiated an appeal process in June 2022 through the Mexican tax judicial system. As of September 30, 2023, the Company accrued a liability totaling $2.4 million for potential losses from additional taxes, interest and penalties resulting from this assessment based upon estimates developed in collaboration with its Mexican tax advisors for the ongoing 2015 audit and appeal. The Company believes it has properly applied the applicable tax laws and has reasonably supported its positions. The ultimate impact resulting from the 2015 tax assessment and appeal process may materially differ from the current estimates. The Company will continue to update its estimates as new information warrants.

***Brazil Importation Tax Assessment***

In April 2021, the Company received notification from the Brazilian tax authorities of an importation tax assessment against the *HOS Achiever* with respect to the vessel's services contract in Brazil from February 2019 to January 2020. At the time of the *HOS Achiever's* importation, the Company was granted a statutorily available tax exemption based on the vessel's functional capabilities and intended use under the services contract. The tax authorities are now asserting that the *HOS Achiever* does not qualify for the applicable exemption. The Company believes the *HOS Achiever* does, in fact, meet the criteria set forth under the applicable law and intends to defend its position in Brazilian court. While the final outcome of this assessment is uncertain and could possibly result in the payment and loss of an estimated $6.0 million to $9.0 million in related importation taxes and penalties, the Company believes there is a high likelihood that its position will prevail and the exemption will be granted in accordance with the law. Furthermore, the Company believes that any amounts that may become due in connection with this matter should be recoverable from its customer under the terms of the vessel's services contract.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**12. Reportable Segments**

The Company has one reportable segment, which encompasses all aspects of its marine transportation services business. As the chief operating decision maker, our Chief Executive Officer evaluates the Company's operating results on a consolidated basis to assess performance and allocate resources. While the Company's vessels operate in various geographic regions and customer markets, they are centrally managed, share multiple forms of common costs, provide similar or complementary marine transportation services, are manned by crews that may move from location to location or market to market as needed, and are marketed on a portfolio basis with the goal of maximizing Adjusted EBITDA and Adjusted Free Cash Flow and generating the highest possible rate of return on invested capital without a steadfast commitment to geographic region or customer market.

**13. Related Party Transactions**

Pursuant to the terms of the Trade Name and Trademark License Agreement entered into by and between the Company and HFR, LLC, the Company made payments of $1.8 million and $0.8 million during the nine months ended September 30, 2023 and 2022, respectively, for licensing fees associated with the use of Hornbeck trade names, trademarks, and related logos. HFR, LLC is a Texas Limited Liability Company owned by Todd M. Hornbeck and Troy A. Hornbeck. Todd M. Hornbeck serves as the Company's Chairman of the Board of Directors, President and Chief Executive Officer. Troy A. Hornbeck is the brother of Todd M. Hornbeck and serves as the Company's Purchasing Director. As of September 30, 2023 and 2022, the Company had accrued amounts payable to HFR, LLC totaling $1.0 million and $0.3 million, respectively.

On October 1, 2022, a member of the Company's Board of Directors, assumed an officer role with an existing Hornbeck customer. For the nine months ended September 30, 2023, the Company generated $89.5 million of revenues from contracts with such customer, which accounted for approximately 20% of the Company's total revenues. The Company had outstanding accounts receivable from this customer totaling $11.5 million as of September 30, 2023.

**14. Subsequent Events**

The Company has evaluated subsequent events through November 10, 2023, which represents the date its financial statements were available to be issued and determined that all materially relevant information known through this date was appropriately addressed within the financial statements and notes herein.

## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of Hornbeck Offshore Services, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Hornbeck Offshore Services, Inc. and subsidiaries (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations**,** comprehensive income (loss), changes in stockholders' equity, and cash flows for the years ended December 31, 2022 and December 31, 2021 (Successor), for the period from September 5, 2020 through December 31, 2020 (Successor), and for the period from January 1, 2020 through September 4, 2020 (Predecessor) and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for the years ended December 31, 2022 and December 31, 2021 (Successor), for the period from September 5, 2020 through December 31, 2020 (Successor), and for the period from January 1, 2020 through September 4, 2020 (Predecessor), in conformity with U.S. generally accepted accounting principles.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosure to which it relates.

***Fair Value of the Creditor Warrants***

| | |
|---|---|
| *Description of the Matter* | As described in Note 11 to the consolidated financial statements, the Company issued 1.6 million Creditor Warrants upon emergence from voluntary reorganization under Chapter 11. The Creditor Warrants' estimated fair value was $65 million as of December 31, 2022 and was recorded as a non-current liability on the consolidated balance sheets. The Company utilizes a Black-Scholes model to estimate the fair value of the Creditor Warrants, which uses inputs including the current estimated fair value of the underlying common stock, the exercise price, the contractual expiry term, an estimated equity volatility, a term-match risk-free rate, and an expected dividend yield.<br><br>Auditing management's fair value estimate of the Creditor Warrants was complex and highly judgmental due to the estimation required to determine the fair value of the Creditor Warrants. In particular, the current estimated fair value of the underlying common stock involves a high degree of subjectivity including the use of prospective financial information, weighted average cost of capital, and an estimated terminal value of the Company. |
| *How We Addressed the Matter in Our Audit* | To test the estimated fair value of the Creditor Warrants, we performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions used in estimating the fair value of the underlying common stock, and testing the underlying data used by the Company in its analysis. For example, we compared the prospective financial information used by management in estimating the fair value of the underlying common stock to current industry and economic trends and other relevant factors, such as the Company's historical financial results. We also assessed the historical accuracy of management's prospective financial information. We involved our valuation specialists to assist in our evaluation of the methodology applied by the Company and the significant assumptions used in estimating the fair value of the underlying common stock, which is used to estimate the fair value of the Creditor Warrants. |

/s/ Ernst & Young LLP

We have served as the Company's auditors since 2002.

New Orleans, Louisiana

March 16, 2023 except for Note 21 and Note 22, as to which the date is November 10, 2023

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**CONSOLIDATED BALANCE SHEETS**
**(In thousands, except per share data)**

| | December 31, | |
|---|---|---|
| | 2022 | 2021 |
| **ASSETS** | | |
| Current assets: | | |
| Cash and cash equivalents | $ 217,303 | $ 180,446 |
| Accounts receivable, net of allowance for doubtful accounts of $5,786 and $5,530, respectively | 117,621 | 70,922 |
| Prepaid expenses | 4,190 | 2,633 |
| Assets held for sale | 146 | 132 |
| Other current assets | 18,673 | 14,198 |
| Total current assets | 357,933 | 268,331 |
| Property, plant and equipment, net | 449,249 | 329,732 |
| Restricted cash | 348 | 324 |
| Deferred charges, net | 26,298 | 14,875 |
| Operating lease right-of-use assets | 24,634 | 21,291 |
| Finance lease right-of-use assets | 934 | 721 |
| Other assets | 824 | 1,612 |
| Total assets | $860,220 | $636,886 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | |
| Current liabilities: | | |
| Accounts payable | $ 42,975 | $ 25,614 |
| Accrued interest | 5,517 | 5,296 |
| Accrued payroll and benefits | 19,447 | 13,987 |
| Operating lease liabilities | 6,607 | 2,748 |
| Finance lease liabilities | 286 | 176 |
| Other accrued liabilities | 13,371 | 11,141 |
| Total current liabilities | 88,203 | 58,962 |
| Long-term debt, net of original issue discount of $1,090 and $744, and deferred financing costs of $495 and $350 | 410,258 | 347,237 |
| Deferred tax liabilities, net | 103 | 47 |
| Liability-classified warrants | 64,558 | 23,150 |
| Operating lease liabilities | 20,100 | 19,996 |
| Finance lease liabilities | 475 | 391 |
| Other long-term liabilities | 5,691 | 3,230 |
| Total liabilities | 589,388 | 453,013 |
| **Stockholders' equity:** | | |
| Common stock: $0.00001 par value; 50,000 shares authorized; 5,386 and 4,652 shares issued and outstanding, respectively | — | — |
| Additional paid-in capital | 197,006 | 191,676 |
| Retained earnings (deficit) | 73,890 | (6,872) |
| Accumulated other comprehensive loss | (64) | (931) |
| Total stockholders' equity | 270,832 | 183,873 |
| Total liabilities and stockholders' equity | $860,220 | $636,886 |

The accompanying notes are an integral part of these consolidated statements

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF OPERATIONS**
**(In thousands, except per share data)**

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Revenues: | | | | |
| Vessel revenues | $ 406,034 | $ 214,680 | $ 50,971 | $ 94,520 |
| Non-vessel revenues | 45,192 | 41,620 | 12,815 | 26,274 |
| | 451,226 | 256,300 | 63,786 | 120,794 |
| Costs and expenses: | | | | |
| Operating expense | 214,788 | 142,819 | 39,565 | 90,674 |
| Depreciation expense | 18,601 | 15,672 | 5,016 | 65,705 |
| Amortization expense | 10,339 | 2,711 | — | 12,845 |
| General and administrative expense | 58,946 | 40,632 | 11,593 | 33,261 |
| Stock-based compensation expense | 5,330 | 3,372 | 1,503 | 1,969 |
| Restructuring costs | — | — | — | 34,491 |
| | 308,004 | 205,206 | 57,677 | 238,945 |
| Gain on sale of assets | 21,837 | 2,679 | — | — |
| Operating income (loss) | 165,059 | 53,773 | 6,109 | (118,151) |
| Interest expense | 41,172 | 35,794 | 10,750 | 40,460 |
| Interest income | (2,832) | (510) | (77) | (944) |
| Net interest expense | 38,340 | 35,284 | 10,673 | 39,516 |
| | 126,719 | 18,489 | (4,564) | (157,667) |
| Other income (expense): | | | | |
| Loss on early extinguishment of debt | (44) | — | — | (4,236) |
| Foreign currency income (loss) | (198) | (434) | 18 | (51) |
| Fair value adjustment of liability-classified warrants | (41,408) | (15,150) | 7 | — |
| Reorganization items, net | — | — | (4,040) | (1,128,314) |
| Other income | 2,867 | 1,615 | 27 | — |
| | (38,783) | (13,969) | (3,988) | (1,132,601) |
| Income (loss) before income taxes | 87,936 | 4,520 | (8,552) | (1,290,268) |
| Income tax expense (benefit) | 7,174 | 1,533 | 1,307 | (135,721) |
| Net income (loss) | $ 80,762 | $ 2,987 | $ (9,859) | $ (1,154,547) |
| Earnings (loss) per share: | | | | |
| Basic earnings (loss) per common share | $ 4.80 | $ 0.20 | $ (0.65) | $ (29.36) |
| Diluted earnings (loss) per common share | $ 4.39 | $ 0.19 | $ (0.65) | $ (29.36) |
| Weighted average basic shares outstanding | 16,829 | 14,980 | 14,911 | 39,326 |
| Weighted average diluted shares outstanding | 18,394 | 15,497 | 14,911 | 39,326 |

The accompanying notes are an integral part of these consolidated statements

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**
**(In thousands)**

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Net income (loss) | $ 80,762 | $ 2,987 | $ (9,859) | $ (1,154,547) |
| Other comprehensive income (loss): | | | | |
| Foreign currency translation income (loss), net | 867 | (1,217) | 286 | 3,504 |
| Total comprehensive income (loss) | $ 81,629 | $ 1,770 | $ (9,573) | $ (1,151,043) |

The accompanying notes are an integral part of these consolidated statements

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**
**(In thousands)**

| | Common Stock | | Additional Paid-In Capital | Retained Earnings (Deficit) | Accumulated Other Comprehensive Income (Loss) | Total Stockholders Equity |
|---|---|---|---|---|---|---|
| | Shares | Amount | | | | |
| Balance at January 1, 2020 (Predecessor) | 38,096 | $ 381 | $ 766,779 | $ 408,789 | $ (3,504) | $ 1,172,445 |
| Shares issued under employee benefit programs | 1,543 | 15 | (155) | — | — | (140) |
| Stock-based compensation expense | — | — | 1,969 | — | — | 1,969 |
| Net loss | — | — | — | (1,154,547) | — | (1,154,547) |
| Foreign currency translation income, net | — | — | — | — | 3,504 | 3,504 |
| Cancellation of predecessor equity | (39,639) | (396) | (768,593) | 745,758 | — | (23,231) |
| Balance at September 4, 2020 (Predecessor) | — | $ — | $ — | $ — | $ — | $ — |
| Issuance of successor common stock | 4,366 | — | 50,488 | — | — | 50,488 |
| Warrants reclassified to equity | 10,545 | — | 100,232 | — | — | 100,232 |
| Stock-based compensation expense | — | — | 1,503 | — | — | 1,503 |
| Net loss | — | — | — | (9,859) | — | (9,859) |
| Foreign currency translation income, net | — | — | — | — | 286 | 286 |
| Balance at December 31, 2020 (Successor) [1] | 14,911 | $ — | $ 152,223 | $ (9,859) | $ 286 | $ 142,650 |
| Issuance of common stock and warrants [2] | 1,852 | — | 36,081 | — | — | 36,081 |
| Stock-based compensation expense | — | — | 3,372 | — | — | 3,372 |
| Net income | — | — | — | 2,987 | — | 2,987 |
| Foreign currency translation loss, net | — | — | — | — | (1,217) | (1,217) |
| Balance at December 31, 2021 (Successor) [3] | 16,763 | $ — | $ 191,676 | $ (6,872) | $ (931) | $ 183,873 |
| Stock-based compensation expense | — | — | 5,330 | — | — | 5,330 |
| Net income | — | — | — | 80,762 | — | 80,762 |
| Foreign currency translation income, net | — | — | — | — | 867 | 867 |
| Balance at December 31, 2022 (Successor) [4] | 16,763 | $ — | $ 197,006 | $ 73,890 | $ (64) | $ 270,832 |

(1) Reflects 4,366 shares of common stock and 10,545 Jones Act Warrants issued and outstanding as of December 31, 2020.
(2) Consists of 183 shares of common stock and 1,568 Jones Act Warrants issued through a preemptive rights offering and 101 shares of common stock issued under the Stock Purchase Plan, net of issuance costs, in 2021. See Note 12 to these financial statements for further information regarding the preemptive rights offering and the Stock Purchase Plan.
(3) Reflects 4,652 shares of common stock and 12,111 Jones Act Warrants issued and outstanding as of December 31, 2021.
(4) Reflects 5,386 shares of common stock and 11,377 Jones Act Warrants issued and outstanding as of December 31, 2022.

The accompanying notes are an integral part of these consolidated statements

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**
**CONSOLIDATED STATEMENTS OF CASH FLOWS**
**(In thousands)**

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **CASH FLOWS FROM OPERATING ACTIVITIES:** | | | | |
| Net income (loss) | $ 80,762 | $ 2,987 | $ (9,859) | $ (1,154,547) |
| Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities: | | | | |
| Depreciation | 18,601 | 15,672 | 5,016 | 65,705 |
| Amortization | 10,339 | 2,711 | — | 12,845 |
| Stock-based compensation expense | 5,330 | 3,372 | 1,503 | 1,969 |
| Loss on early extinguishment of debt | 44 | — | — | 4,236 |
| Provision for bad debts | 257 | 44 | 385 | (1,164) |
| Deferred tax expense (benefit) | 55 | 14 | 110 | (133,434) |
| Amortization of deferred financing costs | 572 | 26 | — | 1,784 |
| Amortization of deferred gain | — | — | — | (2,572) |
| Mark-to-market adjustment of creditor warrants | 41,408 | 15,150 | (7) | — |
| Gain on sale of assets | (21,837) | (2,608) | — | — |
| Reorganization costs | — | — | (118) | 1,101,697 |
| Changes in operating assets and liabilities: | | | | |
| Accounts receivable | (45,467) | (20,186) | (20,936) | 32,226 |
| Other current and long-term assets | (11,560) | 6,877 | 4,894 | (2,814) |
| Deferred drydocking charges | (19,114) | (14,113) | (86) | (9,304) |
| Other deferred assets | 106 | — | — | — |
| Accounts payable | 8,303 | 10,050 | 5,829 | (18,388) |
| Accrued liabilities and other liabilities | 14,540 | 3,408 | (1,931) | 12,120 |
| Accrued interest | 221 | (3,043) | 222 | — |
| Accumulated payment-in-kind interest | 30,407 | 29,250 | 9,003 | 11,756 |
| Net cash provided by (used in) operating activities | 112,967 | 49,611 | (5,975) | (77,885) |
| **CASH FLOWS FROM INVESTING ACTIVITIES:** | | | | |
| Acquisition of offshore supply vessels | (116,047) | — | — | — |
| Costs incurred for OSV newbuild program #5 | — | — | (7) | (783) |
| Net proceeds from sale of assets | 22,925 | 3,145 | — | — |
| Vessel capital expenditures | (14,707) | (6,581) | (904) | (3,574) |
| Non-vessel capital expenditures | (1,328) | (688) | — | (88) |
| Net cash used in investing activities | (109,157) | (4,124) | (911) | (4,445) |
| **CASH FLOWS FROM FINANCING ACTIVITIES:** | | | | |
| Redemption premium on retirement of debt | — | — | — | (1,500) |
| Proceeds from DIP facility | — | — | — | 75,000 |
| Repayment of DIP facility | — | — | — | (56,345) |
| Repayment of senior credit facility | — | — | — | (100,000) |
| Proceeds from first-lien replacement term loans | 37,500 | 36,750 | — | — |
| Principal payments under finance lease obligations | (200) | (96) | — | — |
| Repayment of exit first-lien term loans | (4,436) | (18,655) | — | — |
| Deferred financing costs | 11 | (1,456) | — | (2,728) |
| Rights offering proceeds from equity issued | — | 20,000 | — | 100,500 |
| Rights offering costs | — | (934) | — | — |
| Net cash proceeds from other equity issued | — | 2,015 | — | — |
| Net cash provided by financing activities | 32,875 | 37,624 | — | 14,927 |
| Effects of exchange rate changes on cash | 196 | (463) | 104 | (1,319) |
| Net increase (decrease) in cash, cash equivalents and restricted cash | 36,881 | 82,648 | (6,782) | (68,722) |
| Cash, cash equivalents and restricted cash at beginning of period | 180,770 | 98,122 | 104,904 | 173,626 |
| Cash, cash equivalents and restricted cash at end of period | $ 217,651 | $ 180,770 | $ 98,122 | $ 104,904 |
| **SUPPLEMENTAL DISCLOSURES OF CASH FLOW ACTIVITIES:** | | | | |
| Cash paid for interest | $ 8,868 | $ 8,467 | $ 1,731 | $ 14,781 |
| Cash paid for (refunds of) income taxes | $ 474 | $ 2,399 | $ 463 | $ (3,930) |

The accompanying notes are an integral part of these consolidated statements

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

## 1. Organization

***Nature of Operations and Basis of Presentation***

Hornbeck Offshore Services, Inc., or the Company, was incorporated in the state of Delaware in 1997. The Company, through its subsidiaries, operates offshore supply vessels, or OSVs, multi-purpose support vessels, or MPSVs, and a shore-base facility to provide logistics support and specialty services to the offshore oil and gas exploration and production industry, primarily in the U.S. Gulf of Mexico, or the GoM, Latin America and select international markets, as well as specialty services for the U.S. military and the emerging U.S. offshore wind and aerospace industries. The consolidated financial statements include the accounts of Hornbeck Offshore Services, Inc. and its subsidiaries. All significant intercompany accounts and transactions have been eliminated. Certain reclassifications have been made to prior-year results to conform to current-year presentation.

## 2. Summary of Significant Accounting Policies

***Fresh-Start Accounting***

On May 19, 2020, the Company sought voluntary relief under Chapter 11 of the United States Bankruptcy Code, or the Chapter 11 Cases, in the United States Bankruptcy Court for the Southern District of Texas, or the Bankruptcy Court, and filed a proposed joint prepackaged plan of reorganization, or the Plan. The Bankruptcy Court entered a confirmation order approving the Plan on June 19, 2020. The Plan became effective and the Company formally emerged from the Chapter 11 Cases on September 4, 2020, or the Effective Date. Upon emergence from the Chapter 11 Cases, the Company adopted fresh-start accounting in accordance with ASC 852, *Reorganizations*, and effectively became a new entity for financial reporting purposes.

Implementation of the Plan and the application of fresh-start accounting resulted in a material change in the carrying values and classifications reported in the Company's consolidated financial statements. As a result, the Company's consolidated financial statements subsequent to the Effective Date will not be comparable to its consolidated financial statements on and prior to the Effective Date. Therefore, a vertical black line is presented in the consolidated statements of operations, consolidated statements of comprehensive income (loss), and consolidated statements of cash flows to distinguish between the Predecessor and Successor entities and to highlight the lack of comparability between the periods presented. References to "Successor" relate to the financial position and results of operations of the reorganized Company subsequent to the Effective Date. "Predecessor" refers to the Company prior to its emergence and the related financial position and results of operations through the Effective Date. References to "New Common Stock" represents the common stock, $0.00001 par value per share, issued by the Successor on or after the Effective Date.

Subsequent to May 19, 2020 and through September 4, 2020, all expenses, gains and losses directly associated with the Company's reorganization are reported as reorganization items, net, in the consolidated statements of operations. Upon adoption of fresh-start accounting, the Company's assets, liabilities and equity were recorded at their estimated fair values as of the Effective Date.

See Note 3 for further information regarding the Company's voluntary reorganization under Chapter 11 and the impact of fresh-start accounting on its consolidated financial statements.

***Revenue Recognition***

The services that are provided by the Company represent a single performance obligation under its contracts that are satisfied at a point in time or over time. Revenues are earned primarily by (i) chartering the Company's vessels, including the operation of such vessels, (ii) providing vessel management services to third-party vessel owners, and (iii) providing shore-based port facility services. Revenues associated with performance obligations satisfied over time are recognized on a daily basis throughout the contract period.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Cash and Cash Equivalents***

Cash and cash equivalents consist of all highly liquid investments in money market funds, deposits and investments available for current use with an initial maturity of three months or less.

***Restricted Cash***

The Company considers cash as restricted when there are contractual agreements that govern the use or withdrawal of the funds.

***Accounts Receivable***

Accounts receivable consists of trade receivables, net of reserves, and amounts to be rebilled to customers.

***Concentration of Credit Risk***

Customers are primarily major and independent, domestic and international, oil and oilfield service companies, as well as national oil companies, the U.S. military and offshore wind companies. The Company's customers are granted credit on a short-term basis and related credit risks are considered minimal. The Company usually does not require collateral, but does occasionally require letters of credit or payment-in-advance if undue credit risk is determined to exist with a particular contract or customer. The Company provides an estimate for uncollectible accounts based primarily on management's judgment using the relative age of customer balances, historical losses, current economic conditions and individual evaluations of each customer to record an allowance for doubtful accounts.

***Property, Plant and Equipment***

Property, plant and equipment is recorded at cost. However, upon adoption of fresh-start accounting effective September 4, 2020 in connection with the Company's Chapter 11 Cases, the Company's property, plant and equipment recorded as of that date was adjusted to its estimated fair market value at the Effective Date in accordance with ASC 852. Depreciation and amortization of equipment and leasehold improvements are computed using the straight-line method based on the estimated useful lives and estimated salvage values of the related assets. Major modifications and improvements that extend the useful life or functional operating capability of a vessel are capitalized and amortized over the remaining useful life of the vessel. Estimated useful lives and salvage values are reassessed when there are relevant indications that the original estimates may no longer be appropriate. Gains and losses from retirements or other dispositions are recognized as incurred.

The estimated useful lives by classification are as follows:

| | |
|---|---|
| Offshore supply vessels | 25 years |
| Multi-purpose support vessels | 25 years |
| Non-vessel property, plant and equipment | 3-15 years |

***Deferred Charges***

The Company's vessels are required by regulation to be recertified after certain periods of time. The Company defers the drydocking costs incurred due to regulatory marine inspections and amortizes the costs on a straight-line basis over the period to be benefited from such expenditures (typically between 24 and 36 months).

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Mobilization Costs***

The Company occasionally incurs mobilization costs to prepare its vessels and/or transit them to and from certain regions in order to obtain and fulfill vessel charter contracts. These costs are typically expensed as incurred, but may in certain circumstances be deferred and amortized over the contract term dependent upon criteria set forth in ASC 606, *Revenue from Contracts with Customers*, and ASC 340, *Other Assets and Deferred Costs.*

***Stock-Based Compensation***

Stock-based compensation awards are accounted for in accordance with ASC 718, *Compensation – Stock Compensation,* which requires all share-based payments to the Company's employees and directors to be recognized in the consolidated financial statements based on their fair values. The fair value of the underlying common stock is based upon a valuation of the Company's equity developed with the assistance of third-party valuation experts using a combination of income and market approaches as of the appropriate measurement date. The Company recognizes compensation expense on a straight-line basis over the applicable vesting period of stock-based awards that are ultimately expected to vest. Forfeitures are recognized during the period in which they actually occur.

***Income Taxes***

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using currently enacted tax rates. The effect on deferred tax assets and liabilities of a statutory change in tax rates is recognized in income in the period that includes the enactment date. The provision for income taxes includes provisions for federal, state and foreign income taxes. Interest and penalties relating to uncertain tax positions are recorded as interest expense and general and administrative expenses, respectively. In addition, the Company provides a valuation allowance for deferred tax assets if it is more likely than not that such items will either expire before the Company is able to realize the benefit or the future deductibility is uncertain. For the three-year period ended December 31, 2022, the Company has a cumulative pre-tax loss, which limits its ability to consider other subjective evidence, such as the Company's projections of future earnings, when evaluating recoverability of its deferred tax assets. Therefore, the Company has established valuation allowances of $246.4 million and $272.1 million against its deferred tax assets as of December 31, 2022 and 2021, respectively.

The Company has made an accounting policy election to account for global intangibldow-taxed income, or GILTI, in the year the tax is incurred.

***Use of Estimates***

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

***Legal Liabilities***

In the ordinary course of business, the Company may become party to lawsuits, administrative proceedings, or governmental investigations. These matters may involve large or unspecified damages or penalties that may be sought from the Company and may require years to resolve. The Company records a liability related to a loss

contingency for such legal matters in accrued liabilities if the Company determines the loss to be both probable and estimable. The liability is recorded for an amount that is management's best estimate of the loss, or when a best estimate cannot be made, the minimum loss amount of a range of possible outcomes. Significant judgment is required in estimating such liabilities, the results of which can vary significantly from the actual outcomes of lawsuits, administrative proceedings or governmental investigations.

***Foreign Currency Transaction Gains and Losses***

Foreign currency transaction gains and losses are recorded in the period incurred except for advances to and investments in foreign subsidiaries. Foreign currency gains and losses related to advances to or investments in foreign operations are accounted for as a foreign currency translation adjustment and recorded as other comprehensive income or loss. Foreign currency transaction adjustments for 2022, 2021 and 2020 were not material to the financial statements. The balance in accumulated other comprehensive loss as of December 31, 2022 and 2021 relates primarily to the Company's long-term investments in its foreign subsidiaries.

***Warrants***

Common stock warrants are accounted for as either equity instruments or liabilities depending on the specific terms of the applicable warrant agreement. Warrants that are classified as liabilities are recorded at their estimated fair value on a recurring basis at each balance sheet date. Changes in the estimated fair value of such warrants are recognized as a non-cash gain or loss on the consolidated statements of operations. All outstanding warrants are reassessed each reporting period to determine whether their classification continues to be appropriate.

***Fair Value of Financial Instruments***

The Company evaluates its financial assets and liabilities subject to fair value measurements on a recurring basis to determine the appropriate level in which to classify them for each reporting period pursuant to ASC 820, *Fair Value Measurements.* Each applicable asset and liability carried at fair value is required to be classified into one of the following categories:

- Level 1: Quoted market prices in active markets for identical assets or liabilities
- Level 2: Observable market-based inputs or observable inputs that are corroborated by market data
- Level 3: Unobservable inputs that are not corroborated by market data

Fair value is calculated based on assumptions that market participants would use in pricing assets and liabilities. Significant judgments are required in the determination of these assumptions.

***Asset Impairment Assessment***

In accordance with ASC 360, *Property, Plant, and Equipment*, the Company periodically reviews long-lived asset valuations when events or changes in circumstances indicate that an asset's carrying value may not be recoverable. If indicators of impairment exist, the Company assesses the recoverability of its long-lived assets by comparing the projected future undiscounted cash flows associated with the related long-lived asset group over their remaining estimated useful lives to the aggregate carrying value of each asset group. If the sum of the estimated undiscounted cash flows is less than the carrying amounts of the asset group, the assets are written down to the underlying assets' estimated fair values based on the expected discounted future cash flows or

appraised values attributable to the assets. Assessing future cash flows is inherently subjective and is based on the Company's current assumptions regarding future dayrates, utilization, operating expense, direct overhead, including G&A expense, and recertification costs that could differ from actual results.

During the first quarter of 2020, the Company determined that it observed indicators of impairment related to its vessels. This was due to an unprecedented rapid decline in the price of oil to a negative price, which resulted from COVID-19 closures combined with a significant oversupply of oil and an oil price war between Saudi Arabia and Russia. The Company completed an undiscounted cash flow calculation on its vessels as of March 31, 2020. For the purpose of calculating the undiscounted cash flows, the Company categorized its vessels into two groups, OSVs and MPSVs, and used a probability-weighted undiscounted cash flow projection to test for recoverability. If events or changes in circumstances as set forth above were to indicate that the asset group's carrying amount may not be recoverable over the vessels' useful lives for such groups, the Company would then be required to estimate the future undiscounted cash flows expected to result from the use of the asset group and its eventual disposition. If the sum of the expected future undiscounted cash flows was determined to be less than the carrying amount of the vessels, the Company would be required to reduce the carrying amount to fair value. Included in the cash flow projections were assumptions related to the current mix of active and stacked vessels, the timing of stacked vessels returning to active status along with projected dayrates, operating expenses and direct overhead expenses related to each of the groupings. As a result of its analysis, the Company determined that the projected undiscounted cash flows for each of the groupings were sufficient to recover the remaining book value of the underlying long-lived assets as of March 31, 2020 (Predecessor). The Company has not observed any impairment indicators as of and for the years ended December 31, 2022 and December 31, 2021.

***Leases***

The Company determines if an agreement is a lease or contains a lease at inception. The lease term for accounting purposes may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise the option. Right-of-use assets and the corresponding lease liabilities are recorded at the commencement date based on the present value of lease payments over the expected lease term. The Company uses its incremental borrowing rate, which would be the rate incurred to borrow on a collateralized basis over a similar term in a similar economic environment, to calculate the present value of lease payments for its operating leases. The Company uses the rate implicit in the lease for its finance leases.

The Company is obligated under certain operating leases for shore-based facilities, office space, temporary housing and equipment. The Company is obligated under finance leases for vehicles. Such leases will often include options to extend the lease and the Company will include option periods that, on commencement date, it is reasonably likely that it will exercise. Some leases may require variable lease payments such as real estate taxes and maintenance expenses. These costs are expensed in the period in which they are incurred. The Company's finance leases contain residual value guarantees, which may require additional payments at the end of the lease term if the net book value of the vehicle is less than the greater of the wholesale value of such vehicle or 20% of the delivered price of the vehicle.

For leases with a term of 12 months or less, the Company has made a policy election in which theright-of-use asset and lease liability will not be recognized on its balance sheet.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Recent Accounting Pronouncements***

The following table provides a brief description of recent accounting pronouncements that could have a material effect on the Company's financial statements:

| Standard | Description | Date of Adoption | Effect on the financial statements and other significant matters |
|---|---|---|---|
| *Standards that have been adopted:* | | | |
| ASU No. 2019-12, *Income Taxes (Topic 740), Simplifying the Accounting for Income Taxes* | This standard modifies ASC 740 to simplify the accounting for income taxes by removing certain exceptions. | January 1, 2022 | The Company adopted ASU No. 2019-12 on January 1, 2022. This adoption had no material impact on its consolidated financial statements. |
| ASU No. 2020-10, *Codification Improvements* | This standard conforms, clarifies, simplifies, and/or provides technical corrections to a wide variety of topics, including moving certain presentation and disclosure guidance to the appropriate codification section. | January 1, 2022 | The Company adopted ASU No. 2020-10 on January 1, 2022. This adoption had no material impact on its consolidated financial statements. |
| ASU No. 2021-04, *Earnings Per Share (Topic 260), Debt - Modifications and Extinguishments (Subtopic 470-50), Compensation - Stock Compensation (Topic 718), and Derivatives and Hedging - Contracts in Entity's Own Equity (Subtopic 815-40)* | This standard clarifies and reduces diversity in an issuer's accounting for modifications or exchanges of freestanding equity-classified written call options that remain equity classified after modification or exchange. ASU No. 2021-04 requires prospective application. | January 1, 2022 | The Company adopted ASU No. 2021-04 on January 1, 2022. This adoption had no impact on its consolidated financial statements because there were no modifications or exchanges of warrants during the year. |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

| Standard | Description | Date of Adoption | Effect on the financial statements and other significant matters |
|---|---|---|---|
| *Standards that have not been adopted:* | | | |
| ASU No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* | This standard requires measurement and recognition of expected credit losses for financial assets held. ASU No. 2016-13 requires modified retrospective application. Early adoption is permitted. | January 1, 2023 | The Company adopted ASU No. 2016-13 on January 1, 2023. This adoption will have no material impact on its consolidated financial statements. |
| ASU No. 2020-04, *Reference Rate Reform (Topic 848), Facilitation of the Effects of Reference Rate Reform on Financial Reporting* | The amendments in this update provide optional expedients and exceptions for applying generally accepted accounting principles (GAAP) to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. | Effective upon issuance (March 12, 2020) and generally can be adopted at the reporting entity's election through December 31, 2024. | The Company believes that the implementation of this new guidance will not have a material impact on its consolidated financial statements. |

**3. *Emergence from Voluntary Reorganization under Chapter 11***

Effective April 13, 2020, the Company entered into a Restructuring Support Agreement, or the RSA, with secured lenders holding approximately 83% of the Company's aggregate secured indebtedness and unsecured noteholders holding approximately 79% of the Company's aggregate unsecured notes outstanding related to a balance sheet restructuring of the Company to be implemented through a voluntary prepackaged Chapter 11 case in the Bankruptcy Court.

On May 19, 2020, in accordance with the RSA, the Company sought voluntary relief under Chapter 11 of the United States Bankruptcy Code in the Bankruptcy Court and filed the Plan.

On June 19, 2020, after a confirmation hearing, the Bankruptcy Court entered a confirmation order approving the Plan. Subsequent to the confirmation, the Plan became effective after the conditions to its effectiveness were satisfied and the Company formally emerged from the Chapter 11 Cases on September 4, 2020. The primary effect of the Plan was to significantly de-lever the Company's balance sheet through the conversion into equity and warrants of (i) a portion of the $350 million in first-lien term loans due in June 2023; (ii) $121 million in second-lien term loans due in February 2025; (iii) $224 million outstanding under the Company's 2020 senior notes indenture, and; (iv) $450 million outstanding under the Company's 2021 senior notes indenture.

Following is a summary of the material items of the Plan that took effect upon the Company's emergence from the Chapter 11 Cases on the Effective Date. This summary highlights only certain substantive provisions of

the Plan and is not intended to be a complete description of the Plan and the effects of the Company's emergence from the Chapter 11 Cases. Any capitalized terms not otherwise defined have the meanings defined in the Plan. This summary is qualified in its entirety by reference to the full text of the Plan and the Confirmation Order, which were included in the Company's Form 8-K filed with the Securities and Exchange Commission on June 21, 2020.

Upon emergence from the Chapter 11 Cases, the following provisions of the Plan were implemented on the Effective Date:

- The Predecessor repaid $56.3 million of the $75.0 million debtor-in-possession ("DIP") financing, or DIP facility. The remaining $18.7 million of DIP claims were rolled into the Exit First Lien Credit Agreement on a pro rata basis, or the exit first-lien term loans. Further, a $0.75 million DIP Exit Fee (1% of the $75.0 million principal) was paid in cash to the DIP lenders.
- Each Holder of an Allowed First Lien Claim received (subject to the Jones Act Restriction) its pro rata share of: (i) 24.6% of the combined New Common Stock and Jones Act Warrants, or 470,838 shares of New Common Stock and 3,047,478 Jones Act Warrants, and (ii) $287.6 million in aggregate principal amount of new exit second-lien term loans due in 2026.
- Each Holder of an Allowed Second Lien Claim received (subject to the Jones Act Restriction) either its pro rata share of (i) 5.1% of the combined New Common Stock and Jones Act Warrants, or 100,711 shares of New Common Stock and 621,449 Jones Act Warrants, and (ii) 15.0% of the Creditor Warrants, or 247,795 Creditor Warrants; or (iii) if the holder was a non-eligible holder, a cash payment equal to 6.1% of such holders Second Lien Claim.
- Each Holder of an Allowed 2020 Notes Claim or of an Allowed 2021 Notes Claim received (subject to the Jones Act Restriction) either its pro rata share of: (i) 0.3% of the combined New Common Stock and Jones Act Warrants, or 7,355 shares of New Common Stock and 32,328 Jones Act Warrants, and (ii) 85.0% of the Creditor Warrants, or 1,304,649 Creditor Warrants; or (iii) if the holder was a non-eligible holder, a cash payment equal to 0.5% of such holders Unsecured Notes Claim.
- Each Holder of an Allowed General Unsecured Claim received either: (i) Reinstatement of such Allowed General Unsecured Claim and satisfaction thereof in full in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim; or (ii) such other treatment rendering its Allowed General Unsecured Claim unimpaired in accordance with section 1124 of the Bankruptcy Code.
- Certain prepetition secured and unsecured creditors purchased their pro rata share of 70.0% of the combined New Common Stock and Jones Act Warrants pursuant to the Equity Rights Offering. The Equity Rights Offering was backstopped by certain holders in exchange for a 5.0% commitment premium that was paid with New Common Stock and Jones Act Warrants. The Company received a cash equity investment of $100.0 million from the participants in the Equity Rights Offering in exchange for 3,556,399 shares of New Common Stock and 6,443,601 Jones Act Warrants. In addition, the parties that agreed to backstop the Equity Rights Offering received 168,768 shares of New Common Stock and 351,500 Jones Act Warrants related to the Backstop Commitment Premium.
- Pursuant to the Management Incentive Plan, or the MIP, the Company granted 60.0% of the MIP Reserve on the Effective Date, which included 618,903 restricted stock units fair valued at $9.49 per unit, 206,301 Tranche A stock options fair valued at $5.07 per option, 206,301 Tranche B stock options fair valued at $4.10 per option, and 206,301 Tranche C stock options fair valued at $3.48 per option. In addition, the MIP included 62,500 restricted stock units issued to non-employee directors at a fair value of $9.49 per unit on the Effective Date.

- The New Common Stock and Jones Act Warrants issued in the Equity Rights Offering and in exchange for Allowed First Lien Claims, Allowed Second Lien Claims, Allowed 2020 Notes Claims and Allowed 2021 Notes Claims were subject to dilution by the New Common Stock or Jones Act Warrants issued or issuable under the MIP, DIP Exit Backstop Premium, Backstop Commitment Premium, and Creditor Warrants.
- The Jones Act, which applies to companies that engage in U.S. coastwise trade, requires that, among other things, the aggregate ownership of common stock by non-U.S. citizens be not more than 25.0% of the Company's outstanding common stock. On the Effective Date, in order to comply with the Jones Act, certain Holders who were eligible to receive new common stock of the Successor pursuant to the Plan or Equity Rights Offering, but who were non-U.S. citizens received Jones Act Warrants with a right to acquire New Common Stock at an exercise price of $0.00001 per share subject to the U.S. Citizen Determination Procedures.
- The Predecessor's equity interests consisting of 39,614,374 shares of common stock, $0.01 par value per share, were cancelled and extinguished.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table provides a summary of the New Common Stock and the functionally equivalent Jones Act Warrants, which were classified as liabilities at emergence, issued on the Effective Date pursuant to the Plan, inclusive of the Equity Rights Offering:

| | As of September 4, 2020 | | |
|---|---|---|---|
| | Issued Shares/Units | | % of Total Issued Shares/Units |
| **First Lien Creditors:** | | | |
| Issued New Common Stock | 470,838 | | |
| Issued Jones Act Warrants | 3,047,478 | | |
| | 3,518,316 | (1) | 23.6% |
| **Second Lien Creditors:** | | | |
| Issued New Common Stock | 231,097 | | |
| Issued Jones Act Warrants | 659,902 | | |
| | 890,999 | (2) | 6.0% |
| **Unsecured Creditors:** | | | |
| Issued New Common Stock | 1,629,765 | | |
| Issued Jones Act Warrants | 2,092,326 | | |
| | 3,722,091 | (3) | 25.0% |
| **Backstop Commitment & Premium:** | | | |
| Issued New Common Stock | 1,972,371 | | |
| Issued Jones Act Warrants | 4,696,650 | | |
| | 6,669,021 | (4) | 44.7% |
| **DIP Exit Premium:** | | | |
| Issued New Common Stock | 9,676 | | |
| Issued Jones Act Warrants | 48,557 | | |
| | 58,233 | | 0.4% |
| **Other:** | | | |
| Issued New Common Stock for management co-investment & premium | 52,601 | | |
| | 52,601 | | 0.3% |
| **Total issued New Common Stock and Jones Act Warrants** | **14,911,261** | | **100.0%** |

(1) Reflects 470,838 shares of New Common Stock and 3,047,478 Jones Act Warrants issued in settlement of Allowed First Lien Claims.

(2) Reflects 100,711 shares of New Common Stock and 621,449 Jones Act Warrants issued in settlement of Allowed Second Lien Claims and an additional 130,386 shares of New Common Stock and 38,453 Jones Act Warrants issued to such claimholders as a result of their voluntary participation in the Equity Rights Offering.

(3) Reflects 7,355 shares of New Common Stock and 32,328 Jones Act Warrants issued in settlement of Allowed 2020 Notes Claims and Allowed 2021 Notes Claims and an additional 1,622,410 shares of New Common Stock and 2,059,998 Jones Act Warrants issued to such claimholders as a result of their voluntary participation in the Equity Rights Offering.

(4) Reflects 1,803,603 shares of New Common Stock and 4,345,150 Jones Act Warrants issued as a result of obligations by the backstop parties under the Backstop Commitment Agreement and an additional 168,768

shares of New Common Stock and 351,500 Jones Act Warrants issued to such parties for the Backstop Commitment Premium.

***Fresh-Start Accounting***

Upon emergence from the Chapter 11 Cases, the Company adopted fresh-start accounting in accordance with ASC 852. The Company qualified for fresh-start accounting by meeting the following conditions as of the Effective Date: (i) holders of existing shares of the common stock of the Predecessor immediately before the Effective Date received, collectively, less than 50% of the voting shares of the common stock of the Successor and (ii) the Reorganization Value of the Successor was less than its post-petition liabilities and estimated allowed claims immediately before the Effective Date. Under ASC 852, fresh-start accounting requires the Company to present its assets, liabilities and equity at fair value as if it were a new entity upon emergence from Chapter 11 bankruptcy.

Pursuant to ASC 852, the Company was required to determine the Reorganization Value of the Successor upon emergence from the Chapter 11 Cases. Reorganization Value generally approximates fair value of the entity before considering liabilities and approximates the amount a willing buyer would pay for the assets immediately after the effects of the restructuring. The Plan and related disclosure statement designated an Enterprise Value of $360.0 million, which represents the estimated fair value of the Company's capital structure, consisting of long-term debt, net of cash, and stockholders' equity as of the Effective Date. Enterprise Value is the basis for deriving the Successor equity value of $50.5 million and the Reorganization Value of $529.0 million.

The following table reconciles the Company's Enterprise Value to the estimated fair value of the Successor equity as of the Effective Date (in thousands):

| | As of September 4, 2020 |
|---|---|
| Enterprise Value | $ 360,000 |
| Plus: Unrestricted cash and cash equivalents | 104,753 |
| Less: Fair value of debt | (306,232) |
| Less: Fair value of liability-classified warrants | |
| Jones Act Warrants | (100,021) |
| Creditor Warrants | (8,012) |
| Fair value of Successor equity | $ 50,488 |

The following table reconciles the Company's Enterprise Value to its Reorganization Value as of the Effective Date (in thousands):

| | As of September 4, 2020 |
|---|---|
| Enterprise Value | $ 360,000 |
| Plus: Unrestricted cash and cash equivalents | 104,753 |
| Plus: Current non-interest bearing liabilities | 35,804 |
| Plus: Long-term non-interest bearing liabilities | 136,457 |
| Less: Liability-classified warrants | (108,033) |
| Reorganization Value | $ 528,981 |

The fair values of the Successor's assets, liabilities and equity were determined with the assistance of third-party valuation advisors. The Reorganization Value was allocated to the Company's individual assets, liabilities

and equity based on their estimated fair values. The fair values of the Successor's assets, liabilities and equity as of the Effective Date differ materially from their recorded values as reflected on the historical balance sheets of the Predecessor.

For purposes of estimating the fair value of the Company's vessels, the Company used a combination of the discounted cash flow method (income approach) using a weighted average cost of capital of 12.5% and the market approach. In estimating the fair value of the other property and equipment, the Company used a combination of income, market, and cost-based approaches.

The fair value of the exit second-lien term loans was determined by valuation experts applying a discounted cash flow analysis wherein the implied credit spread of the exit second-lien term loans was consistent with the observed range of relevant market credit spreads. Accordingly, the principal amount of the exit second-lien term loans of $287.6 million reflects the estimated fair value of such loans as of the Effective Date.

Creditor Warrants issued upon emergence were fair valued at $5.16 per share, which was determined by valuation experts by applying a Black-Scholes model. The Black-Scholes model is a pricing model used to estimate the theoretical price or fair value for a European-style call or put option/warrant based on current stock price, strike price, time to maturity, risk-free rate, volatility, and dividend yield. The time to maturity of the warrant is estimated based on the contractual terms of the warrant's agreement of seven years. Volatility assumptions are estimated based on the equity and asset volatilities of peer companies. Risk-free interest rates are based on U.S. Treasury constant maturity rates. A dividend yield was based on the Company's expected dividend policy.

Jones Act Warrants issued upon emergence were fair valued at $9.49 per share (after the dilutive effect of the MIP issued concurrently at emergence), which was determined by valuation experts applying a Black-Scholes model. The fair value of Jones Act Warrants equals the fair value price of the New Common Stock less the strike price of $0.00001 per unit.

Fair values are inherently subject to significant uncertainties and contingencies beyond our control. Accordingly, there can be no assurance that the estimates, assumptions, valuations, appraisals and financial projections will be realized, and actual results could vary materially. Although the Company believes the assumptions and estimates used to develop Enterprise Value and Reorganization Value are reasonable and appropriate, different assumptions and estimates could materially impact the analysis and resulting conclusions. The assumptions used in estimating these values are inherently uncertain and require judgment.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents the effects of the Plan and application of fresh-start accounting adjustments on the Company's consolidated balance sheet as of the Effective Date. The explanatory notes following the table provide further detail on the adjustments.

| | As of September 4, 2020 (in thousands) | | | | |
|---|---|---|---|---|---|
| | Predecessor Company | Reorganization Adjustments | | Fresh-Start Adjustments | | Successor Company |
| **Assets** | | | | | | |
| Current assets: | | | | | | |
| Cash and cash equivalents | $ 76,977 | $ 27,776 | (1) | $ — | | $104,753 |
| Accounts receivable, net | 33,867 | — | | — | | 33,867 |
| Other current assets | 17,102 | (1,499) | (2) | — | | 15,603 |
| Total current assets | 127,946 | 26,277 | | — | | 154,223 |
| Property, plant and equipment, net | 2,262,363 | — | | (1,918,836) | (13) | 343,527 |
| Deferred charges, net | 30,289 | — | | (29,188) | (14) | 1,101 |
| Right of use assets | 22,813 | — | | 6,969 | (15) | 29,782 |
| Identifiable intangible assets, net | 4,782 | — | | (4,782) | (16) | — |
| Other assets | 348 | — | | — | | 348 |
| **Total assets** | $2,448,541 | $ 26,277 | | $(1,945,837) | | $528,981 |
| **Liabilities and Stockholders' Equity** | | | | | | |
| Current liabilities: | | | | | | |
| Accounts payable | $ 13,295 | $ (7,745) | (3) | $ — | | $ 5,550 |
| Accrued interest | 3,272 | 4,845 | (4) | — | | 8,117 |
| Accrued personnel costs | 9,268 | 1,488 | (5) | — | | 10,756 |
| Current portion of long-term debt | — | — | | — | | — |
| Current portion of lease liabilities | 2,777 | — | | (33) | (15) | 2,744 |
| Other accrued liabilities | 13,600 | (4,963) | (6) | — | | 8,637 |
| Total current liabilities | 42,212 | (6,375) | | (33) | | 35,804 |
| Long-term debt | 75,000 | 230,569 | (7) | 663 | (17) | 306,232 |
| Deferred tax liabilities, net | 95,243 | — | | (95,243) | (18) | — |
| Long-term lease liabilities | 24,108 | — | | 2,927 | (15) | 27,035 |
| Liability-classified warrants | — | 114,449 | (8) | (6,416) | (19) | 108,033 |
| Other liabilities | 1,389 | — | | — | | 1,389 |
| Total liabilities not subject to compromise | 237,952 | 338,643 | | (98,102) | | 478,493 |
| Liabilities subject to compromise | 1,195,037 | (1,195,037) | (9) | — | | — |
| Stockholders' equity: | | | | | | |
| Common stock (Predecessor) | 396 | (396) | (10) | — | | — |
| Additional paid-in capital (Predecessor) | 768,591 | (768,591) | (10) | — | | — |
| Common stock (Successor) | — | — | (11) | — | | — |
| Additional paid-in capital (Successor) | — | 44,072 | (11) | 6,416 | (19) | 50,488 |
| Retained earnings | 265,675 | 1,607,586 | (12) | (1,873,261) | (20) | — |
| Accumulated other comprehensive loss | (19,110) | — | | 19,110 | (21) | — |
| Total stockholders' equity | 1,015,552 | 882,671 | | (1,847,735) | | 50,488 |
| Total liabilities and stockholders' equity | $2,448,541 | $ 26,277 | | $(1,945,837) | | $528,981 |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Reorganization Adjustments***

(1) Represents the net cash payments that occurred on the Effective Date (in thousands):

| | |
|---|---|
| Cash receipts: | |
| Proceeds from Equity Rights Offering | $ 100,000 |
| Proceeds from management co-investment | 500 |
| Total cash receipts | 100,500 |
| Cash payments: | |
| Payment of DIP facility principal and interest | (56,617) |
| Professional and success-based investment banking fees on the Effective Date | (15,228) |
| Payment of DIP facility fee | (750) |
| Payment of debt issuance cost on exit financings | (103) |
| Payment to holders for certain allowed claims | (26) |
| Total cash payments | (72,724) |
| Cash payments, net | $ 27,776 |

(2) Reflects the write-off of prepaid expenses related to $1.5 million of prepaid premiums for the Predecessor's director and officer insurance policy.

(3) Represents the payment of $7.7 million of professional fees on the Effective Date.

(4) Represents the reclassification of the Specified 2L Exit Fee of $5.1 million from liabilities subject to compromise to accrued interest as part of the settlement of liabilities subject to compromise, net of the payment of accrued interest related to the DIP Facility of $0.3 million on the Effective Date.

(5) Represents an accrual upon emergence for the Key Employee Retention Payments ("KERP") tonon-executive employees of $1.5 million.

(6) Represents (i) settlement of the Backstop Commitment Premium of $5.0 million at the Effective Date, which was settled through issuance of New Common Stock and Jones Act Warrants under the Equity Rights Offering, and (ii) accrual for negligible cash payment amount due to certain non-eligible holders for settlement of liabilities subject to compromise.

(7) Reflects issuance of exit second-lien term loans of $287.6 million as provided for in the Plan, less payment of DIP facility principal of $56.3 million and debt issuance costs of $0.6 million.

(8) The Successor issued approximately 10.5 million Jones Act Warrants, including 6.4 million for the Equity Rights Offering, 3.7 million to creditors in settlement of liabilities subject to compromise and 0.4 million to backstop parties. Additionally, 1.6 million Creditor Warrants were issued to creditors in settlement of liabilities subject to compromise. Based on a Black-Scholes valuation, the value of the Jones Act Warrants and Creditor Warrants are presented at fair values of $10.09 per unit (pre-MIP dilution) and $5.16 per unit, respectively.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

(9) Gain on settlement of liabilities subject to compromise is as follows (in thousands):

| | |
|---|---|
| First Lien Claims | $ (371,457) |
| Second Lien Claims | (124,697) |
| 2020 Notes Claims and 2021 Notes Claims | (698,883) |
| Total liabilities subject to compromise | (1,195,037) |
| Issuance of exit second-lien term loans | 287,577 |
| Fair value of equity and warrants issued to secured and unsecured claim holders | 51,214 |
| Specified 2L Exit Fee | 5,117 |
| Cash payment to secured and unsecured non-eligible claim holders | 62 |
| Gain on settlement of liabilities subject to compromise | $ (851,067) |

(10) Reflects the cancellation of Predecessor's equity to retained earnings.

(11) The Successor issued approximately 4.4 million shares of New Common Stock, including 3.6 million shares for the Equity Rights Offering, 0.6 million shares to creditors in settlement of liabilities subject to compromise and 0.2 million shares to backstop parties and management co-investment parties.

The following table reflects the components of the Successor equity upon emergence (in thousands):

| | |
|---|---|
| Equity issued for Equity Rights Offering | $35,564 |
| Equity issued to creditors in settlement of liabilities subject to compromise | 5,844 |
| Equity issued for backstop commitments and premiums | 1,801 |
| Equity issued for management co-investment | 531 |
| Dilutive effect of Equity Rights Offering shares | 332 |
| Fair value of Successor equity (pre-MIP issuance) | 44,072 |
| Dilutive effect of MIP issuance on Jones Act Warrants (see item 19 below) | 6,416 |
| Fair value of Successor equity | $50,488 |

(12) Reflects the cumulative impact of the reorganization adjustments discussed above.

***Fresh-Start Accounting Adjustments***

(13) In estimating the fair value of the vessels and related equipment, the Company used a combination of the income and market approach. A discount rate of 12.5% was used for the income method. In estimating the fair value of the other property and equipment, the Company used a combination of income, market, and cost-based approaches.
(14) Reflects a write-off of $29.2 million of Predecessor vessel recertification costs.
(15) Upon adoption of fresh-start accounting, the Company's lease obligations were calculated using a discount rate of 7.5% applicable to the Company upon emergence and commensurate with its new capital structure.
(16) Reflects the write-off of a Predecessor intangible of $4.8 million related to certain property lease agreements.
(17) Reflects write-off of debt issuance costs related to the exit first-lien term loans and exit second-lien term loans.
(18) Represents adjustment to net deferred tax liabilities of $95.2 million.
(19) Reflects the dilutive effect of the MIP issuance on the Jones Act Warrants, which effectively reduced the fair value of the warrants from $10.09 per unit to $9.49 per unit on the Effective Date.

(20) Reflects the cumulative effects of the fresh-start accounting adjustments.
(21) Represents the elimination of Predecessor accumulated other comprehensive loss.

***Reorganization Items***

ASC 852 requires that transactions and events directly associated with the reorganization be distinguished from the ongoing operations of the business. The Company uses reorganization items, net, on its consolidated statements of operations to reflect the expenses, gains and losses that are the direct result of the reorganization of the business. The following tables summarize the loss/(gain) components included in reorganization items, net (in thousands):

| | Successor | Predecessor |
|---|---|---|
| | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Gain on settlement of liabilities subject to compromise | $ — | $ (851,067) |
| Claims valuation adjustment | — | (10,170) |
| Fresh-start adjustments | — | 1,949,394 |
| Professional and success-based investment banking fees | 4,040 | 30,606 |
| DIP facility fees | — | 3,375 |
| Acceleration of unvested stock compensation | — | 2,231 |
| Cancellation of Predecessor prepaid D&O insurance policy | — | 1,499 |
| Key non-executive employee retention payments | — | 1,488 |
| Other adjustments | — | 958 |
| Reorganization items, net | $ 4,040 | $ 1,128,314 |

Payments for professional fees of $4.0 million are included in cash outflows from operating activities in the Successor period from September 5, 2020 through December 31, 2020 in the consolidated statements of cash flows. Payments totaling $32.0 million for the KERP and professional fees, and $3.5 million for DIP facility and exit term loan fees are included in cash outflows from operating activities and financing activities, respectively, for the Predecessor period from January 1, 2020 through September 4, 2020 in the consolidated statements of cash flows.

**4. Revenues from Contracts with Customers**

The services that are provided by the Company represent a single performance obligation under its contracts that are satisfied at a point in time or over time. Revenues are earned primarily by (i) chartering the Company's vessels, including the operation of such vessels, (ii) providing vessel management services to third-party vessel owners, and (iii) providing shore-based port facility services, including rental of land. The services generating these revenue streams are provided to customers based on contracts that include fixed or determinable prices and do not generally include right of return or other significant post-delivery obligations. The Company's vessel revenues, vessel management revenues and port facility revenues are recognized either at a point in time or over the passage of time when the customer has received or is receiving the benefit from the applicable service. Revenues are recognized when the performance obligations are satisfied in accordance with contractual terms

and in an amount that reflects the consideration that the Company expects to be entitled to in exchange for the services rendered or rentals provided. Revenues are recognized net of any taxes collected from customers, which are subsequently remitted to governmental authorities. Invoices are typically billed to customers on a monthly basis, and payment terms on customer invoices typically range 30 to 60 days.

A performance obligation under contracts with the Company's customers to render services is the unit of account under ASC 606,*Revenue from Contracts with Customers*. The Company accounts for services rendered separately if they are distinct and the service is separately identifiable from other items provided to a customer and if a customer can benefit from the services rendered provided on its own or with other resources that are readily available to the customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied.

As of December 31, 2022, the Company had certain remaining performance obligations representing contracted vessel revenue for which work had not been performed and such contracts had an original expected duration of more than one year. As of December 31, 2022, the aggregate amount of the transaction price allocated to remaining performance obligations for such contracts totaled $132.0 million, of which $86.0 million is expected to be fully recognized in 2023 and $46.0 million in 2024. These amounts are a result of multi-year vessel charters that commenced in 2022.

***Disaggregation of Revenues***

The Company recognized revenues as follows (in thousands):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Vessel revenues | $ 406,034 | $ 214,680 | $ 50,971 | $ 94,520 |
| Vessel management revenues | 42,893 | 39,177 | 12,213 | 24,482 |
| Shore-based facility revenues | 2,299 | 2,443 | 602 | 1,792 |
| | $ 451,226 | $ 256,300 | $ 63,786 | $ 120,794 |

HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

**5. Earnings (Loss) Per Share**

Basic earnings (loss) per common share was calculated by dividing net income (loss) by the weighted average number of common shares and Jones Act Warrants outstanding during the period. Diluted earnings (loss) per common share was calculated by dividing net income (loss) by the weighted average number of common shares and Jones Act Warrants outstanding during the period plus the effect of dilutive Creditor Warrants, dilutive stock options and restricted stock unit awards. Weighted average number of common shares outstanding was calculated by using the sum of the shares and Jones Act Warrants determined on a daily basis divided by the number of days in the period. The table below reconciles the Company's earnings (loss) per share (in thousands, except for per share data):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Net income (loss) | $ 80,762 | $ 2,987 | $ (9,859) | $ (1,154,547) |
| Less: Fair value adjustment of Jones Act Warrants | — | — | (211) | — |
| Adjusted net income (loss) | $ 80,762 | $ 2,987 | $ (9,648) | $ (1,154,547) |
| Weighted average number of shares of common stock outstanding [1][2] | 16,829 | 14,980 | 14,911 | 39,326 |
| Add: Net effect of dilutive stock options, restricted stock units, and Creditor Warrants [3][4][5][6] | 1,565 | 517 | — | — |
| Weighted average number of dilutive shares of common stock outstanding | 18,394 | 15,497 | 14,911 | 39,326 |
| Earnings (loss) per common share: | | | | |
| Basic earnings (loss) per common share | 4.80 | $ 0.20 | $ (0.65) | $ (29.36) |
| Diluted earnings (loss) per common share | $ 4.39 | $ 0.19 | $ (0.65) | $ (29.36) |

(1) The Company included 11,488, 10,588 and 10,545 Jones Act Warrants in the weighted average number of shares of common stock outstanding for the year ended December 31, 2022, the year ended December 31, 2021 and the period from September 5, 2020 through December 31, 2020, respectively, which represents the weighted average number of Jones Act Warrants existing at each period-end. While the Jones Act Warrants were reclassified to equity on December 31, 2020, for purposes of computing the weighted average shares outstanding, they are considered to be outstanding as of the date of issuance, or September 4, 2020. See Note 12 to these financial statements for further information regarding the Jones Act Warrants.

(2) Includes 105 and 53 fully vested, equity-settled restrictive stock units granted under the MIP that are contingently exercisable at the earlier of the occurrence of a contractually-designated event or the passage of a certain period of time for the years ended December 31, 2022 and 2021, respectively.

(3) Due to a net loss, the Company excluded from the calculation of loss per share the effect of equity awards representing the rights to acquire 1,300 and 5,438 shares of common stock for the periods ended December 31, 2020 and September 4, 2020, respectively.

(4) Includes 254 and 257 unvested restricted stock units and 380 and 128 contingently exercisable, vested restricted stock units in the weighted average calculation for the years ended December 31, 2022 and 2021, respectively. See Note 13 to these financial statements for further information regarding the equity-settled restricted stock units granted under the MIP.

(5) Includes 403 and 83 dilutive unvested stock options granted under the MIP in the weighted average calculation for the years ended December 31, 2022 and 2021, respectively. Dilutive unvested stock options issued by the Company are expected to fluctuate from quarter to quarter depending on the Company's performance compared to a predetermined set of performance criteria. See Note 13 to these financial statements for further information regarding the Company's stock options granted under the MIP.

(6) Includes 488 of in-the-money, liability-classified Creditor Warrants in the weighted average calculation for the year ended December 31, 2022. Excludes 1,592 out-of-the-money, liability-classified Creditor Warrants for the year ended December 31, 2021 and the period from September 5, 2020 through December 31, 2020. See Note 11 to these financial statements for further information regarding the Creditor Warrants.

**6. Defined Contribution Plan**

The Company offers a 401(k) plan to all full-time employees. Employees must be at least eighteen years of age and are eligible to participate the first of the month following their date of hire. Participants may elect to defer up to 60% of their compensation, subject to certain statutorily established limits. The Company may elect to make annual matching and profit sharing contributions to the 401(k) plan. In response to weak market conditions at the advent of the offshore industry downturn that began in October 2014, the Company ceased matching contributions to the 401(k) plan and did not match any contributions in 2015 through 2019 and then again in 2021. Effective January 1, 2022, the Company reinstated a discretionary match of employee contributions to the 401(k) plan. During the year ended December 31, 2022, the Company made contributions to the 401(k) plan of approximately $2.6 million.

**7. Property, Plant and Equipment**

Property, plant and equipment consisted of the following (in thousands):

| | December 31, | |
|---|---|---|
| | 2022 | 2021 |
| Offshore supply vessels and multi-purpose support vessels | $437,561 | $334,775 |
| Non-vessel related property, plant and equipment | 15,964 | 13,536 |
| Less: Accumulated depreciation | (39,842) | (20,961) |
| | 413,683 | 327,350 |
| Construction in progress (1) | 35,566 | 2,382 |
| | $449,249 | $329,732 |

(1) Includes $7.7 million and $1.0 million of accrued accounts payable as of December 31, 2022 and 2021, respectively. These amounts were excluded from the statement of cash flows as non-cash items for the respective periods.

***Vessel Construction***

During the first quarter of 2018, the Company notified Gulf Island Shipyards, LLC, the shipyard that was constructing the remaining two vessels in the Company's fifth OSV newbuild program, that it was terminating the construction contracts for such vessels based on the shipyard's statements that it would be more than one year late in the delivery of the vessels, among other reasons. On October 2, 2018, the shipyard filed suit against the Company in the 22nd Judicial District Court for the Parish of St. Tammany in the State of Louisiana, or the Gulf Island Litigation. The shipyard claims that the Company's termination was improper. Alternatively, the shipyard asserts that if the termination was proper, the Company would owe the shipyard compensation under the termination provisions of the construction agreement. The Company has responded to the suit and has alleged counter-claims. The Company is vigorously defending against the shipyard's claims and considers them to be without merit. The shipyard has frustrated the Company's ability to complete the vessels at a replacement shipyard by asserting that it has possessory rights over the vessels. The Company disputes these asserted possessory rights and believes that the detention of the vessels, over which the Company has title, is wrongful. On November 5, 2019, the district court denied a preliminary motion for summary judgment to require the shipyard to release its possession of the vessels. Because of the shipyard's detention of the vessels, the timeframe in which the vessels could be completed at a replacement shipyard is uncertain. The Company received performance bonds from sureties with respect to the vessel construction contracts in dispute. The sureties have denied the Company's claim under the bonds. On January 31, 2023, the Company was officially awarded summary judgment by the district court confirming the contractual default by Gulf Island Shipyards, LLC and the rightful termination of the construction contracts by the Company. On March 2, 2023, an appellate court reversed the summary judgment reinstating the shipyard claims. Trial of the case before the 22nd Judicial District Court was originally set to commence on March 6, 2023; however, as a result of the appellate court reversal, the trial was continued.

As of the date of termination of the construction contracts, these two remaining vessels, both of which are domestic 400 class MPSVs, were projected to be delivered in the second and third quarters of 2019, respectively. Due to the continued uncertainty of the timing, location, and likelihood of future construction activities, the Company has not yet determined updated delivery dates related to these vessels. During 2022 and 2021, the Company did not incur any project costs related to these vessels.

**8. Assets Held for Sale**

The Company considers an asset to be held for sale when all of the following criteria are met: (i) management commits to a plan to sell the asset, (ii) the asset is available for immediate sale in its present condition, (iii) actions required to complete the sale of the asset have been initiated, (iv) the sale of the asset is probable and the sale is expected to be completed within one year, (v) the asset is being actively marketed for sale at a price that is reasonable given its current fair value, and (vi) it is unlikely that the plan to sell will be significantly modified or withdrawn.

Upon designation as held for sale, an asset is recorded at the lower of its carrying value or estimated fair value, less estimated costs to sell, as of the reporting date. If at any time the above criteria are no longer met, subject to certain exceptions, the asset previously classified as held for sale is reclassified as held and used and measured individually at the lower of: (i) the carrying amount before being classified as held for sale, adjusted for any depreciation expense that would have been recognized had the asset been continuously classified as held and used, or (ii) the fair value at the date of the subsequent decision to not sell.

In 2020, the Board of Directors approved a plan to scrap or sell certainlow-spec vessels. As of December 31, 2022 and 2021, the Company had two vessels at the end of each period that met all of the

held-for-sale criteria and are included in assets held for sale on the consolidated balance sheet at an aggregate carrying value of $0.1 million, which represents estimated net scrap value.

During 2022, the Company sold ten vessels for net proceeds totaling $21.5 million for an aggregate gain of $20.5 million. On December 15, 2022, the Company entered into a definitive agreement to sell an additional vessel for gross proceeds of $0.6 million and currently anticipates closing the sale by the end of March 2023 for an expected gain of approximately $0.5 million. During 2021, the Company sold four vessels for net proceeds totaling $2.7 million for an aggregate gain of $2.2 million.

**9. Vessel Acquisitions**

On January 10, 2022, the Company entered into definitive vessel purchase agreements with certain affiliates of Edison Chouest Offshore, or collectively ECO, to acquire up to ten high-spec new generation OSVs for an aggregate price of $130.0 million. Pursuant to the purchase agreements, final payment and the transfer of ownership of each of the vessels occurred or will occur on the date of delivery and acceptance for such vessel following the completion of reactivation and regulatory drydockings completed by ECO. The Company took delivery of the first four vessels between May and December 2022. In November 2022, ECO exercised an option to terminate the vessel purchase agreements relating to the last four vessels. ECO refunded initial deposits of $1.5 million and paid an additional amount equal to the deposits as a termination fee. The Company currently expects to take deliveries of the remaining two vessels in the second quarter of 2023. Except as set forth below, the ECO vessels are U.S.-flagged, Jones Act-qualified, 280 class DP-2 OSVs with average cargo-carrying capacities of circa 4,750 DWT. The Company took delivery of the second vessel in July 2022 and elected to immediately mobilize the vessel to Mexico and reflag it into Mexican registry. The Company took delivery of the fourth vessel in December 2022, which in connection with the closing the seller had reflagged under Vanuatu registry. The remaining two acquired vessels are currently under U.S. flag for operations in the U.S. GoM. As of December 31, 2022, the Company has paid $56.2 million towards the purchase of the ECO vessels, including deposits totaling $1.4 million for vessels yet to be delivered. In addition, the Company has incurred $4.7 million of capital expenditures associated with the outfitting and discretionary enhancement of the six vessels in 2022. The Company expects to incur an additional $26.0 million for the remaining purchase price and $2.1 million related to the outfitting and discretionary enhancement of the acquired and to-be-acquired vessels in the first half of 2023.

On February 4, 2022, the Company completed the acquisition of three high-spec new generation OSVs from the U.S. Department of Transportation's Maritime Administration, or MARAD, for an aggregate price of $37.2 million. All three vessels are U.S.-flagged, Jones Act-qualified, 280 class DP-2 OSVs with cargo-carrying capacities of circa 4,500 DWT. In September 2022, the Company placed two of these vessels into service for immediate time charters in the U.S. GoM. Since taking physical delivery of the vessels from MARAD, the Company has incurred approximately $19.8 million for the reactivation and regulatory drydockings of all three vessels. The Company expects to incur an additional $55.8 million for the reactivation, regulatory drydocking and conversion of the third vessel into a SOV to support the domestic offshore wind market.

On December 22, 2022, the Company entered into a controlling purchase agreement with Nautical Solutions, L.L.C., or Nautical, an ECO affiliate. Pursuant to the controlling purchase agreement, the Company will enter into separate, individual vessel purchase agreements to acquire six high-spec new generation OSVs from Nautical for an aggregate price of $102.0 million. The Nautical vessels are U.S.-flagged, Jones Act-qualified, 280 class DP-2 OSVs with cargo-carrying capacities of circa 4,750 DWT. Nautical entered Chapter 11 bankruptcy in January 2023 and its plan of reorganization was confirmed on February 15, 2023. The effective date of Nautical's plan of reorganization was February 24, 2023. The vessel purchase agreements are included as part of the plan of reorganization approved by the bankruptcy court and became effective upon Nautical's emergence from its Chapter 11 proceedings. During March 2023, the Company paid deposits totaling $6.8 million towards the purchase of four of the vessels. It is

anticipated that the closing of the vessel purchases will occur one at a time in serial deliveries within the 12 months following the effective date of Nautical's reorganization plan.

The Company has determined that substantially all of the fair value of the assets acquired and to be acquired from ECO, MARAD and Nautical are concentrated in a group of similar identifiable assets and therefore, will account for such transactions as asset acquisitions under ASU 2017-01. The Company did not acquire any contracts, employees, business systems, trade names or trademarks in connection with these acquisitions.

**10. Long-Term Debt**

As of the dates indicated below, the Company had the following outstanding long-term debt (in thousands):

| | December 31, | |
|---|---|---|
| | 2022 | 2021 |
| First-lien replacement term loans due 2025, net of original issue discount of $1,090 and $744 and deferred financing costs of $495 and $350 | $ 69,020 | $ 36,406 |
| Exit second-lien term loans due 2026 (including accumulated payment-in-kind interest) | 341,238 | 310,831 |
| | $ 410,258 | $ 347,237 |

The table below summarizes the Company's cash interest payments (in thousands) based on the most recent payment amount:

| | Cash Interest Payments (1) | Payment Dates |
|---|---|---|
| First-lien replacement term loans due 2025 | $ 703 | Variable Monthly |
| Exit second-lien term loans due 2026 | 2,108 | March 31, June 30, September 30, December 31 |

(1) The interest rates on the first-lien replacement term loans and exit second-lien term loans are variable based on certain Company elections. The amounts reflected in this table are consistent with the Company's elections on the most recent interest payment dates for each instrument. Please see further discussion of the variable interest rates below.

Annual maturities of debt during each year ending December 31, are as follows (in thousands):

| | |
|---|---|
| 2023 | $ — |
| 2024 | — |
| 2025 | 70,605 |
| 2026 | 341,238 |
| 2027 | — |
| | $ 411,843 |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***First-Lien Replacement Term Loans***

On December 22, 2021, the Company, as Parent Borrower, Hornbeck Offshore Services, LLC, or HOS, asCo-Borrower, the existing first-lien lenders, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent for the lenders entered into Amendment No. 1 to the First Lien Term Loan Credit Agreement, which provided for $37.5 million in term loans to the Company funded by certain of the then-existing first-lien lenders, or the Replacement Term Lenders. In addition, the Replacement Term Lenders committed to fund a delayed draw of up to an additional $37.5 million in term loans. The amendment established commitment fees payable to the Replacement Term Lenders at closing of $1.5 million for the first-lien replacement term loans and the delayed draw commitment. The Company received $36.0 million in proceeds, net of the $1.5 million commitment fees, and repaid the full $18.7 million outstanding principal amount of the then-existing exit first-lien term loans due 2024 plus accrued interest and a $3.0 million redemption fee. The Company also incurred $0.7 million in associated deferred financing costs paid to third parties. Pursuant to ASC 470-50, *Debt – Modification and Extinguishments,* the repayment of the exit first-lien terms loans qualified as a debt extinguishment and was accounted for accordingly.

On November 7, 2022, the Company drew down the full $37.5 million remaining available under the delayed draw commitment established in the First Lien Term Loan Credit Agreement.

The first-lien replacement term loans will mature on June 22, 2025 and were prepayable at 101% of the principal amount if such repayment had occurred on or prior to December 22, 2022 and are now repayable at par. During 2022, the Company repaid $4.4 million of principal in accordance with certain mandatory repayment obligations under the First Lien Term Loan Credit Agreement resulting from vessel sales.

The first-lien replacement term loans are guaranteed by certain of the Company's domestic and foreign subsidiaries and are secured by a first priority security interest in, and lien on, substantially all of the Company's property (whether tangible, intangible, real, personal or mixed). The credit agreement contains customary representations and warranties, covenants and events of default, but only one maintenance covenant, which is a $25 million minimum liquidity requirement.

Borrowings are comprised of ABR Loans or Eurodollar Loans, at the Company's election, and accrue interest as follows, but in no event in excess of the highest lawful rate:

- for ABR Loans, 6.50% per annum plus the greatest of, subject to a 2.00% floor: (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50%, and (c) the LIBO rate for a one month interest period on such day plus 1.00%; or
- for Eurodollar Loans, 7.50% per annum plus the LIBO rate, subject to a 1.00% floor, multiplied by the Statutory Reserve Rate.

The borrowing type is initially designated through the Company's election as specified in the applicable Borrowing Request. Thereafter, the Company may elect to continue such borrowing or convert to a different type in full or on a partial basis, subject to prior written notice to the Administrative Agent.

On March 5, 2021, the Financial Conduct Authority in the U.K. issued an announcement on the future cessation or loss of representativeness for LIBOR benchmark settings currently published by ICE Benchmark Administration. The announcement confirmed that LIBOR, applicable to the Company's first-lien replacement term loans, will cease to be provided after June 30, 2023. The First Lien Term Loan Agreement contains provisions providing for an alternative reference rate upon the occurrence of certain events related to the phase-out of LIBOR. The alternative reference rate plus any associated spread adjustment may result in interest rates higher than LIBOR.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Exit Second-Lien Term Loans***

The Second Lien Term Loan Credit Agreement was entered into by and among the Company, as Parent Borrower, HOS, as Co-Borrower, the prepetition first-lien term lenders, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent for the lenders, resulting in $287.6 million of exit second-lien term loans initially outstanding as of September 4, 2020, or the Effective Date. The exit second-lien term loans will mature on March 31, 2026. The Company may voluntarily prepay, in whole or in part, any amounts due under the Second Lien Term Loan Agreement without penalty prior to maturity. The exit second-lien term loans are guaranteed by certain of the Company's domestic and foreign subsidiaries and are secured by a second priority security interest in, and lien on, substantially all of the Company's property (whether tangible, intangible, real, personal or mixed). The credit agreement contains customary representations and warranties, covenants and events of default, but only one maintenance covenant, which is a $25 million minimum liquidity requirement.

Borrowings accrue interest at a cash only rate or cash pluspaid-in-kind (PIK) rate, at the Company's option, as follows, but in no event to exceed the highest lawful rate:

| Time Period | Cash Interest Only | Cash Interest and PIK Interest |
|---|---|---|
| From Effective Date until the second anniversary of the Effective Date | 9.25% per annum | 1.00% per annum cash interest plus 9.50% per annum PIK interest |
| From the second anniversary of the Effective Date until the third anniversary of the Effective Date | 10.25% per annum | 2.50% per annum cash interest plus 9.00% per annum PIK interest |
| From and after the third anniversary of the Effective Date | If the Total Leverage Ratio is greater than or equal to 3.00:1.00, 10.25% per annum | PIK option not available |
| | If the Total Leverage Ratio is less than 3.00:1.00, 8.25% per annum | PIK option not available |

The outstanding balance of exit second-lien term loans increased by $30.4 million and $29.3 million, respectively, as a result of accumulated PIK interest incurred during 2022 and 2021. This increase in exit second-lien term loans was reduced by $15.0 million in 2021 in connection with the preemptive rights offering of equity discussed below.

The agreements governing the first-lien replacement term loans and exit second-lien term loans impose certain restrictions on the Company. Such restrictions affect, and in many cases limit or prohibit, among other things, the Company's ability to incur additional indebtedness, make capital expenditures, redeem equity, create liens, sell assets and make dividend or other restricted payments. As of December 31, 2022 and 2021, certain of the first-lien replacement term loan lenders and exit second-lien term loan lenders were considered related parties due to their ownership of Jones Act Warrants and/or shares of common stock.

On December 22, 2021, the Company concluded a preemptive rights offering of equity to certain eligible stockholders and Jones Act Warrant holders. As a result, certain related party lenders converted $15.0 million in the aggregate principal amount of the exit second-lien term loans in lieu of cash payments to acquire a total of 750,000 shares of common stock and Jones Act Warrants at a purchase price of $20.00 per share or warrant. See Note 12 to these financial statements for further information regarding the preemptive rights offering.

***Exit First-Lien Term Loans***

The Chapter 11 Plan of Reorganization contemplated that, upon emergence, the outstanding DIP facility under the DIP Credit Agreement that was not paid in cash would be refinanced by the DIP lenders under a new exit facility. On the Effective Date, the Company, as Parent Borrower, HOS, as Co-Borrower, the DIP Lenders, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent for the lenders entered into the First Lien Term Loan Credit Agreement, which provided for the roll-up of $18.7 million of the DIP facility into the exit first-lien term loans with a scheduled maturity of September 4, 2024.

Borrowings were comprised of ABR Loans or Eurodollar Loans, at the Company's election, and accrued interest as follows, but in no event in excess of the highest lawful rate:

| Time Period | ABR Loan | Eurodollar Loan |
|---|---|---|
| From the Effective Date until the third anniversary of the Effective Date | 8.50% per annum plus the greatest of, subject to a 2.00% floor: (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50%, and (c) the LIBO rate for a one month interest period on such day plus 1.00%. | 9.50% per annum plus the LIBO rate multiplied by the Statutory Reserve Rate. |
| From the third anniversary of the Effective Date and thereafter | 10.00% per annum plus the greatest of, subject to a 2.00% floor: (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50%, and (c) the LIBO rate for a one month interest period on such day plus 1.00%. | 11.00% per annum plus the LIBO rate multiplied by the Statutory Reserve Rate. |

On December 22, 2021, the $18.7 million outstanding principal amount of the exit first-lien term loans plus accrued interest and a $3.0 million redemption fee was paid in full with a portion of the proceeds from the first-lien replacement term loans as discussed above.

**11. Liability-Classified Warrants**

***Jones Act Warrants***

Pursuant to the Plan and in connection with the Equity Rights Offering, the Successor issued Jones Act Warrants on the Effective Date. Upon issuance, the Jones Act Warrants were classified as liabilities due to certain anti-dilution provisions in the Jones Act Warrant Agreement, which indexed the warrants to other equity-linked instruments. On December 31, 2020, the Jones Act Warrant Agreement was amended to remove those provisions. As a result, the Jones Act Warrants were reclassified to equity as of December 31, 2020. See Note 12 for further information regarding the Jones Act Warrants.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Creditor Warrants***

On the Effective Date, the Company entered into the Creditor Warrant Agreement, pursuant to which the Company issued 1.6 million Creditor Warrants in accordance with the Plan. The Creditor Warrants are exercisable at $27.83 per share, which is based on an enterprise value of $621.2 million, for seven years from the Effective Date for: (i) one share of common stock, or up to 1.6 million shares in the aggregate, or (ii) one Jones Act Warrant if the holder cannot establish, at the time of exercise, that it is a U.S. Citizen and conversion of the Creditor Warrant would result in a violation of the Jones Act.

The Creditor Warrants are freely tradable and are not subject to any restrictions on transfer that are not also applicable to the Company's common stock. The warrant holders are not entitled to any of the rights of the Company's stockholders, including the right to vote, receive dividends, or receive notice of, or attend, meetings or any other proceeding of the stockholders. In the event of a reorganization, reclassification, merger, sale of all or substantially all of the Company's assets, or similar transaction, each warrant shall be, immediately after such event, exercisable for the shares or other securities the warrant holder would have been entitled to had the warrant been exercised prior to the event.

In order to prevent dilution of the rights granted to the Creditor Warrants and to provide the warrant holders certain additional rights, shares obtainable upon exercise of the Creditor Warrants are subject to a proportionate adjustment in the event the Company executes any of the following actions:

- Issues shares of common stock, options or convertible securities for an amount per share below the then-current market price;
- Repurchases shares of common stock above the then-current market price;
- Effects a subdivision of the outstanding shares of common stock into a greater number of shares;
- Effects a combination of the outstanding shares of common stock into a smaller number of shares; or
- Issues a dividend or distribution in shares of common stock, cash or property to stockholders.

In the event of an adjustment to the number of shares pursuant to the above, the exercise price of the Creditor Warrants will be adjusted by a proportionate amount. Furthermore, if the terms of any option or convertible security: (i) that resulted in an adjustment pursuant to the first bulleted item above are revised, the number of shares issuable upon exercise of the Creditor Warrants will be readjusted to the number of shares that would have been obtainable had such revised terms been in effect upon the original issuance date of such option or convertible security; (ii) that did not result in an adjustment pursuant to the first bulleted item above are revised such that the consideration per share is less than the then-current market price of common stock, the number of shares issuable upon exercise of the Creditor Warrants will be adjusted to the number of shares that would have been obtainable had such revised terms been in effect upon the original issuance date of such option or convertible security. Based on the above anti-dilution provisions, the Creditor Warrants are classified as liabilities pursuant to ASC 815 as of December 31, 2022 and 2021.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

There were no exercises of Creditor Warrants during the years ended December 31, 2022 and 2021. The following table reflects the Creditor Warrants measured at fair value on a recurring basis as of December 31, 2022 and 2021:

| | December 31, 2022 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| Liability-classified warrants | $ — | $ — | $64,558 | $64,558 |
| Liabilities at fair value | $ — | $ — | $64,558 | $64,558 |

| | December 31, 2021 | | | |
|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total |
| Liability-classified warrants | $ — | $ — | $23,150 | $23,150 |
| Liabilities at fair value | $ — | $ — | $23,150 | $23,150 |

To estimate the fair value of the Creditor Warrants, the Company uses a Black-Scholes model, which utilizes the following input assumptions at the applicable valuation date: (i) the current estimated fair value of the underlying common stock based on a controlling interest equity valuation, (ii) the exercise price, (iii) the contractual expiry term, (iv) an estimated equity volatility based on the historical asset and equity volatilities of comparable publicly traded companies, (v) a term-matched risk-free rate based on the U.S. Treasury separate trading of registered interest and principal securities (STRIPS) yield, and (vi) an expected dividend yield. The Company estimated the fair value of the underlying common stock using the income approach and the market approach with each equally weighted. The income approach involved the use of various judgmental assumptions including the use of prospective financial information, the weighted average cost of capital and the estimated terminal value of the Company. The fair value of the Creditor Warrants falls within Level 3 of the hierarchy as there is currently no active trading market and certain inputs of the Black-Scholes model are not observable or corroborated by available market data.

The inputs to the Black-Scholes model utilized for the valuation of the Creditor Warrants at December 31, 2022 and 2021 are as follows:

| | December 31, | |
|---|---|---|
| | 2022 | 2021 |
| Fair value per share of the underlying common stock | $55.53 | $24.75 |
| Warrant exercise price | 27.83 | 27.83 |
| Remaining contractual term (years) | 4.68 | 5.68 |
| Expected volatility | 70% | 70% |
| Risk-free rate | 3.95% | 1.38% |
| Expected dividend yield | 0% | 0% |

The estimated fair value of the Creditor Warrants was determined to be $64.6 million, or $40.55 per warrant, as of December 31, 2022, representing an increase in value since their original issuance on the Effective Date of approximately $56.4 million, or $35.39 per warrant.

HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

The following table summarizes the change in fair value of the liability-classified warrants for the years ended December 31, 2022, 2021 and 2020 (in thousands):

| | December 31, | | |
|---|---|---|---|
| | 2022 | 2021 | 2020 |
| Beginning balance | 23,150 | 7,794 | 108,033 |
| Post-Effective Date Plan issuances[1] | — | 206 | — |
| Revaluations included in earnings, net[2] | 41,408 | 15,150 | (7) |
| Exercises | — | — | — |
| Forfeitures/expirations | — | — | (1) |
| Reclassifications to equity[2] | — | — | (100,231) |
| Ending balance | $64,558 | $23,150 | $ 7,794 |

(1) Represents 39,916 Creditor Warrants distributed in accordance with the Plan subsequent to the Effective Date.

(2) As noted above, the Jones Act Warrants were reclassified to equity on December 31, 2020. The fair value on the reclassification date was determined using a Black-Scholes model with the same inputs as the Creditor Warrants with the exception of exercise price ($0.00001/share) and remaining contractual term (24.68 years). The increase in value of the Jones Act Warrants of $0.2 million, or $0.02 per warrant, for the period from September 4, 2020 to December 31, 2020 was recorded to earnings, net of a $0.2 million decrease in the value of the Creditor Warrants.

**12. Stockholders' Equity**

***Common Stock***

Pursuant to the Plan, the Predecessor's equity interests consisting of 39.6 million shares of common stock, $0.01 par value per share, were cancelled and extinguished upon the Company's emergence from the Chapter 11 Cases. On the Effective Date, the Company issued 4.4 million shares of common stock, $0.00001 par value per share, in settlement of certain prepetition liabilities pursuant to the Plan and in connection with the Equity Rights Offering.

The Company is authorized to issue up to 50,000,000 shares of common stock, $0.00001 par value per share.

***Preemptive Rights Offering***

On December 22, 2021, the Company concluded a preemptive rights offering of equity to certain eligible stockholders and Jones Act Warrant holders. As a result, the Company received gross cash proceeds of $20.0 million and converted $15.0 million in the aggregate principal amount of the exit second-lien term loans in lieu of cash for the issuance of 182,987 shares of common stock and 1.6 million Jones Act Warrants at a purchase price of $20.00 per share or warrant. The Company incurred $0.9 million in direct incremental issuance costs that were recorded as a reduction of additional paid-in capital.

***Stock Purchase Plan***

On November 29, 2021, the Company established the Stock Purchase Plan, or SPP, to promote investment in the Company by directors and executives and to advance the interests of the Company and its stockholders by attracting, retaining and motivating key personnel. Concurrent with the closing of the preemptive rights offering on December 22, 2021, the Company issued 100,745 shares of common stock under the SPP for gross cash proceeds of $2.0 million.

***Jones Act Warrants***

The Jones Act, which applies to companies that engage in U.S. coastwise trade, requires that, among other things, the aggregate ownership of common stock by non-U.S. citizens be not more than 25% of the Company's outstanding common stock. On the Effective Date, in order to comply with the Jones Act, the Company entered into the Jones Act Warrant Agreement, pursuant to which the Company issued 10.5 million Jones Act Warrants to eligible non-U.S. citizens in settlement of certain prepetition liabilities pursuant to the Plan and in connection with the Equity Rights Offering. As part of a preemptive rights offering, the Company issued an additional 1.6 million Jones Act Warrants on December 22, 2021. As of December 31, 2022, holders of the Jones Act Warrants are entitled to acquire up to 11.4 million shares of common stock in the aggregate at an exercise price of $0.00001 per share, subject to the U.S. Citizen Determination Procedures and adjustment as described in the Jones Act Warrant Agreement. There were exercises of 734,340 Jones Act Warrants during the year ended December 31, 2022 and 1,516 exercises for the year ended December 31, 2021.

On December 31, 2020, the Jones Act Warrant Agreement was amended to remove certain anti-dilution provisions. As a result, the Jones Act Warrants are effectively indexed to the Company's common stock and are thus classified as stockholders' equity at their fair value on the date of the amendment for then-outstanding warrants or on the date of issuance for all subsequent issuances, which totaled $131.5 million as of December 31, 2022 and 2021.

**13. Stock-Based Compensation**

***Incentive Compensation Plan***

The Company's Management Incentive Plan, or MIP, provides for the issuance of a maximum of 2.2 million shares of common stock for the Company to grant common stock, restricted stock and stock options to employees and directors. As of December 31, 2022, there were 1.7 million shares reserved for issuance related to granted awards and 0.5 million shares available for future grants to employees and directors under the MIP.

The financial impact of stock-based compensation expense related to the Company's incentive compensation plan on its operating results are reflected in the table below (in thousands, except for per share data):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Income before taxes | $ 5,330 | $ 3,372 | $ 1,503 | $ 1,969 |
| Net income | $ 4,895 | $ 2,228 | $ 1,733 | $ 1,762 |
| Earnings per common share: | | | | |
| Basic | $ 0.29 | $ 0.15 | $ 0.12 | $ 0.04 |
| Diluted | $ 0.27 | $ 0.14 | $ 0.12 | $ 0.04 |

**Successor Company**

***Equity-Settled Restricted Stock***

The MIP allows the Company to issue restricted stock units with either market-based or time-based vesting provisions. The Company has granted market-based restricted stock unit awards, which calculates the shares to

be received based on the Company's achievement of certain levels of total enterprise value as of the applicable vesting date. These market-based conditions will be measured at the earlier of September 2027 or in the event of an initial public offering of common stock or a change-in-control, as defined by the grant agreement. The actual number of shares that could be received by the award recipients for the years in question can range from 0% to 100% of the Company's base share awards depending on the level of total enterprise value attained by the Company on the vesting date. Compensation expense related to market-based restricted stock unit awards is recognized over the period the restrictions lapse, currently over six years, based on the fair value of the awards on the date of grant applied to the shares that are expected to vest. The compensation expense related to time-based restricted stock unit awards, which is amortized over a one to three-year vesting period, is determined based on the fair value of the Company's common stock on the date of grant applied to the total shares that are expected to fully vest.

The Company utilizes the Black-Scholes model to determine the fair value of the market-based restricted stock units. The Black-Scholes model is affected by the fair value of the Company's common stock, the market-based vesting thresholds, and certain other assumptions, including contractual term, volatility, risk-free interest rate and expected dividends. The Company does not have a history of market prices of its privately-held common stock, and as such volatility is estimated using historical volatilities of similar public entities. The risk-free interest rate assumption is based on observed interest rates appropriate for the terms of the awards. The dividend yield assumption is based on the Company's history and current expectation of paying no dividends.

As of December 31, 2022, the Company has unamortized stock-based compensation expense of $10.7 million related to the time-based and market-based restricted stock units, which will be recognized on a straight-line basis over the remaining weighted-average vesting period, or 3.1 years. The Company has recorded approximately $5.0 million and $3.0 million of non-cash compensation expense for the years ended December 31, 2022 and 2021, respectively, associated with restricted stock-based unit awards.

The following table summarizes the Company's equity-settled restricted stock unit awards activity during the year ended December 31, 2022 (in thousands, except per share data):

| | Number of Shares | Weighted Avg. Fair Value Per Share |
|---|---|---|
| Restricted stock unit awards as of January 1, 2022 | 724 | $ 10.11 |
| Granted during the period [1] | 341 | 37.24 |
| Cancellations during the period | — | — |
| Outstanding, as of December 31, 2022 | 1,065 | $ 18.80 |

(1) Comprised of 205 shares at a fair value of $42.97 per share and three tranches of 136 shares, in the aggregate, at a weighted average fair value of $28.56 per share granted on June 9, 2022.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table summarizes the Company's equity-settled restricted stock unit awards activity during the year ended December 31, 2021 (in thousands, except per share data):

| | Number of Shares | Weighted Avg. Fair Value Per Share |
|---|---|---|
| Restricted stock unit awards as of January 1, 2021 | 681 | $ 9.49 |
| Granted during the period[1] | 53 | 18.01 |
| Cancellations during the period | (10) | 9.49 |
| Outstanding, as of December 31, 2021 | 724 | $ 10.11 |

(1) Comprised of 10 shares granted on February 9, 2021 at a fair value of $9.49 per share and 43 shares granted on November 29, 2021 at a fair value of $20.00 per share.

The following table summarizes the Company's equity-settled restricted stock unit awards activity from September 5, 2020 to December 31, 2020 (in thousands, except per share data):

| | Number of Shares | Weighted Avg. Fair Value Per Share |
|---|---|---|
| Restricted stock unit awards as of September 5, 2020 | — | $ — |
| Granted during the period | 681 | 9.49 |
| Cancellations during the period | — | — |
| Outstanding, as of December 31, 2020 | 681 | $ 9.49 |

***Stock Options***

The Company is authorized to grant stock options under the MIP in which the purchase price of the stock subject to each option is established as the fair value of the Company's common stock on the date of grant and accordingly is not less than the fair market value of the common stock on the date of grant. The Company utilizes the Black-Scholes model to determine the fair value of the stock options. The Black-Scholes model is affected by the fair value of the Company's common stock, the time-based or market-based vesting thresholds, and certain other assumptions, including contractual term, volatility, risk-free interest rate and expected dividends. The Company does not have a history of market prices of its privately-held common stock, and as such volatility is estimated using historical volatilities of similar public entities. The risk-free interest rate assumption is based on observed interest rates appropriate for the terms of the awards. The dividend yield assumption is based on the Company's history and current expectation of paying no dividends.

All options granted expire ten years after the date of grant, have an exercise price equal to or greater than the actual or estimated market price of the Company's common stock on the date of grant, and are expected to vest over a seven-year period. In addition to the time-vesting provisions, the options contain market-based vesting provisions that require the Company to achieve certain levels of total enterprise value as of the applicable vesting date. These market conditions will be measured at the earlier of the seventh anniversary of the grant date or in the event of an initial public offering of common stock or a change-in-control, as defined in the grant

agreement. As of December 31, 2022, the Company has unamortized stock-based compensation expense of $1.7 million related to such options, which will be recognized on a straight-line basis over the remaining vesting period, or 4.5 years. The Company has recorded approximately $0.4 million and $0.4 million of non-cash compensation expense for the years ended December 31, 2022 and 2021, respectively, associated with stock options.

The following table represents the Company's stock option activity for the year ended December 31, 2022 (in thousands, except per share data and years):

| | Number of Shares | Weighted Average Exercise Price | Weighted-Average Remaining Contractual Term (years) | Aggregate Intrinsic Value |
|---|---|---|---|---|
| Options outstanding at January 1, 2022 | 598 | $ 10.00 | 8.7 | $ 8,821 |
| Grants | — | — | — | — |
| Exercised | — | — | — | — |
| Forfeited or expired | — | — | n/a | n/a |
| Options outstanding at December 31, 2022 | 598 | $ 10.00 | 7.7 | $ 27,227 |
| Exercisable options outstanding at December 31, 2022 | — | $ — | — | $ — |

The following table represents the Company's stock option activity for the year ended December 31, 2021 (in thousands, except per share data and years):

| | Number of Shares | Weighted Average Exercise Price | Weighted-Average Remaining Contractual Term (years) | Aggregate Intrinsic Value |
|---|---|---|---|---|
| Options outstanding at January 1, 2021 | 619 | $ 10.00 | 9.7 | $ — |
| Grants | — | — | — | — |
| Exercised | — | — | — | — |
| Forfeited or expired | (21) | 10.00 | n/a | n/a |
| Options outstanding at December 31, 2021 | 598 | $ 10.00 | 8.7 | $ 8,821 |
| Exercisable options outstanding at December 31, 2021 | — | $ — | — | $ — |

HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

The following table represents the Company's stock option activity from September 5, 2020 to December 31, 2020 (in thousands, except per share data and years):

| | Number of Shares | Weighted Average Exercise Price | Weighted-Average Remaining Contractual Term (years) | Aggregate Intrinsic Value |
|---|---|---|---|---|
| Options outstanding at September 5, 2020 | — | $ — | — | $ — |
| Grants | 619 | 10.00 | 10.0 | — |
| Exercised | — | — | — | — |
| Forfeited or expired | — | — | n/a | n/a |
| Options outstanding at December 31, 2020 | 619 | $ 10.00 | 9.7 | $ — |
| Exercisable options outstanding at December 31, 2020 | — | $ — | — | $ — |

**Predecessor Company**

In the third quarter of 2020, the incentive compensation plan of the Predecessor was terminated on the Effective Date and all awards that were outstanding under such plan were cancelled. The total unamortized stock-based compensation balance of $2.2 million was recorded in Reorganization items, net, in the Consolidated Statement of Operations. There were no outstanding awards under this plan as of December 31, 2020.

***Stock Options***

The Predecessor was authorized to grant stock options under the Predecessor's incentive compensation plan in which the purchase price of the stock subject to each option would be established as the closing price of the Predecessor's common stock on the date of grant and accordingly would not be less than the fair market value of the stock on the date of grant. All options granted were scheduled to expire ten years after the date of grant, had an exercise price equal to or greater than the actual or estimated market price of the Predecessor's stock on the date of grant, and were scheduled to vest over a three-year period. The Predecessor did not grant stock options to any directors, executive officers or employees since 2011. The Predecessor did not receive any cash proceeds from the exercise of stock options for the period from January 1, 2020 to September 4, 2020.

The following table represents the Predecessor's stock option activity from January 1, 2020 to September 4, 2020 (in thousands, except per share data and years):

| | Number of Shares | Weighted Average Exercise Price | Weighted-Average Remaining Contractual Term (years) | Aggregate Intrinsic Value |
|---|---|---|---|---|
| Options outstanding at January 1, 2020 | 185 | $ 24.86 | 1.1 | $ — |
| Grants | — | — | — | — |
| Exercised | — | — | — | — |
| Forfeited or expired | (185) | 24.86 | n/a | n/a |
| Options outstanding at September 4, 2020 | — | $ — | — | $ — |
| Exercisable options outstanding at September 4, 2020 | — | $ — | — | $ — |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

***Stock Appreciation Rights***

The Predecessor was authorized to grant SARs, under the Predecessor's incentive compensation plan. SARs represented the right to receive, upon exercise, a number of shares of Predecessor's common stock, cash, or a combination thereof, at the election of the Predecessor, equal to the product of the aggregate number of shares of the Predecessor's common stock with respect to which the SAR would be exercised and the excess of the fair market value of a share of Predecessor's common stock as of the date of exercise over the grant price. All SARs granted were scheduled to expire ten years after the date of grant and had an exercise price equal to or greater than the actual or estimated market price of the Predecessor's stock on the date of grant.

During 2019, the Predecessor granted 1.6 million SARs with an exercise price of $1.38. The SARs were scheduled to vest and become exercisable in three equal annual installments on each of the 1st, 2nd and 3rd anniversaries of the grant date and had a ten-year life. In accordance with ASC 718 *Stock-based Compensation*, the fair value of each SAR granted was estimated on the date granted using the Black-Scholes option-pricing model. As of the grant date, the Predecessor did not have shares available to settle those SARs in shares and, therefore, they were initially accounted for as liability awards.

On June 20, 2019, the Predecessor determined that it could and would settle its outstanding SARs in equity rather than cash and such awards were then accounted for as stock-settled SARs. All of the remaining vesting provisions of the SARs were unchanged. The Predecessor estimated the fair value of each SAR on the modification date using the Black-Scholes option-pricing model. As of the modification date, the fair value for the outstanding SARs was $1.02 per share granted.

The following assumptions were used to value SARs on the modification date:

| | |
|---|---|
| Expected volatility | 89.1% |
| Expected life | 6.0 years |
| Risk-free interest rate | 1.9% |
| Expected dividend yield | — % |

The risk-free interest rate used to value SARs was based on the U.S. Treasury yield curve in effect at the time of grant with maturity dates that coincided with the expected life of the SARs. The Predecessor used the simplified method under GAAP to determine the expected life, since this was the first time the Predecessor issued SARs. The Predecessor's assumption for volatility was based on its historical volatility calculated on the grant date.

The compensation expense related to SARs, which was scheduled to be amortized over a three-year vesting period, was determined based on the market price of the Predecessor's common stock on the date of grant applied to the total shares that were expected to fully vest using the Black-Scholes model. The Predecessor recorded approximately $0.4 million of compensation expense from January 1, 2020 to September 4, 2020 associated with the awards.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table represents the Predecessor's SARs activity from January 1, 2020 to September 4, 2020 (in thousands, except per share data and years):

| | Number of Shares | Weighted Average Exercise Price | Weighted-Average Remaining Contractual Term (years) | Aggregate Intrinsic Value |
|---|---|---|---|---|
| SARs outstanding at January 1, 2020 | 1,601 | $ 1.38 | 9.2 | $ — |
| Grants | — | — | — | — |
| Exercised | — | — | — | — |
| Cancelled | (1,601) | 1.38 | 8.5 | n/a |
| SARs outstanding at September 4, 2020 | — | $ — | — | $ — |
| Exercisable SARs outstanding at September 4, 2020 | — | $ — | — | $ — |

***Restricted Stock***

*Equity-Settled Restricted Stock*

The Predecessor's incentive compensation plan allowed it to issue restricted stock units, with either performance-based or time-based vesting provisions. The Predecessor had granted performance-based restricted stock unit awards, which calculated the shares to be received based on the Predecessor's achievement of certain internal performance criteria over a three-year period as defined by the restricted stock unit agreement governing such awards. Performance for those types of awards was historically measured by a number of factors that differed from year to year, including such examples as the Predecessor achieving a targeted return on invested capital, operating profit margin compared to peers, and safety record. The actual number of shares that could be received by the award recipients for the years in question could range from 0% to 150% of the base share awards depending on the number and/or extent of performance goals attained by the Predecessor. Compensation expense related to performance-based restricted stock unit awards was recognized over the period the restrictions lapse, from one to three years, based on the market price of the Predecessor's common stock on the date of grant applied to the shares that were expected to vest. The compensation expense related to time-based restricted stock unit awards, which was scheduled to be amortized over a one to three-year vesting period, was determined based on the market price of the Predecessor's common stock on the date of grant applied to the total shares that were expected to fully vest. The Predecessor recorded approximately $1.6 million of compensation expense from January 1, 2020 to September 4, 2020, associated with restricted stock-based unit awards. As a result of the Predecessor's stockholder approval to increase the number of shares available under the Predecessor's long-term incentive compensation plan on June 20, 2019, the Predecessor had the ability to settle certain previously granted PSUs in shares. As such, the value of those awards was determined on the modification date as $1.28 and such expense would not vary in future periods.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table summarizes the Predecessor's equity-settled restricted stock unit awards activity from January 1, 2020 to September 4, 2020 (in thousands, except per share data):

| | Number of Shares | Weighted Avg. Fair Value Per Share |
|---|---|---|
| Restricted stock unit awards as of January 1, 2020 | 5,443 | $ 1.43 |
| Granted during the period | — | — |
| Change in estimated payout of performance unit awards | — | — |
| Cancellations during the period | (3,187) | 2.27 |
| Vested | (2,256) | 4.05 |
| Outstanding, as of September 4, 2020 | — | $ — |

*Cash-Settled Restricted Stock*

The Predecessor's incentive compensation plan allowed it to issue restricted stock units with cash-settled vesting provisions, with either performance-based or time-based vesting provisions. The Predecessor had granted performance-based cash-settled restricted stock unit awards, which calculated the shares to be received based on the Predecessor's achievement of certain internal performance criteria over a three-year period as defined by the cash-settled restricted stock unit agreement governing such awards. Performance for these types of awards was historically measured by a number of factors that differed from year to year, including such examples as the Predecessor achieving a targeted return on invested capital, operating profit margin compared to peers, and safety record. The actual number of shares that could be received by the award recipients for the years in question could range from 0% to 150% of the base share awards depending on the number and/or extent of performance goals attained by the Predecessor. The compensation expense related to cash-settled restricted stock unit awards was scheduled to be amortized over a vesting period of up to three years, as applicable, and was determined based on the market price of the Predecessor's common stock on the date of grant applied to the total shares that were expected to fully vest. The cash-settled restricted stock units were re-measured based on the 10-day trailing average stock price of the Predecessor common stock and were classified as a liability, due to the then-expected settlement of these awards in cash. As a result of the Predecessor's stockholder approval to increase the number of shares available under the Predecessor's long-term incentive compensation plan, the Company had the ability to settle certain previously granted PSUs in shares. The Predecessor recorded an immaterial amount of compensation expense during the period from January 1, 2020 to September 4, 2020, respectively, associated with cash-settled restricted stock unit awards.

The following table summarizes the Predecessor's cash-settled restricted stock unit awards activity from January 1, 2020 to September 4, 2020 (in thousands, except per share data):

| | Number of Shares | Weighted Avg. Fair Value Per Share[(1)] |
|---|---|---|
| Cash-settled restricted stock unit awards as of January 1, 2020 | 161 | $ 3.81 |
| Granted during the period | — | — |
| Modified from cash to equity-settled | — | — |
| Cancellations during the period | (43) | 3.36 |
| Vested | (118) | 3.95 |
| Outstanding, as of September 4, 2020 | — | $ — |

(1) The weighted-average fair value per share was determined by the Predecessor's common stock price on the date of grant for time-based shares.

***Employee Stock Purchase Plan***

On May 3, 2005, the Predecessor established the Hornbeck Offshore Services, Inc. 2005 Employee Stock Purchase Plan, or ESPP, which was adopted by the Predecessor's Board of Directors and approved by the Predecessor's stockholders. Under the ESPP, the Predecessor was authorized to issue up to 2.2 million shares of Predecessor's common stock to eligible employees of the Predecessor and its designated subsidiaries. Employees had the opportunity to purchase shares of the Predecessor's common stock at semi-annual intervals through accumulated payroll deductions that were applied to purchase shares of the Predecessor's common stock at a discount from the market price as defined by the ESPP. The ESPP was designed to satisfy the requirements of Section 423 of the Internal Revenue Code of 1986, as amended, and thereby allowed participating employees to defer recognition of taxes when purchasing the shares of common stock at a 15% discount under the ESPP. The Predecessor had an effective Registration Statement on Form S-8 with the Commission registering the issuance of shares of the Predecessor's common stock under the ESPP. The registration was terminated by the Predecessor on June 18, 2020. The Predecessor did not record any expense during the period ended September 4, 2020.

**14. Income Taxes**

The net long-term deferred tax liabilities in the accompanying consolidated balance sheets include the following components (in thousands):

| | Year Ended December 31, | |
|---|---|---|
| | 2022 | 2021 |
| **Deferred tax liabilities:** | | |
| Deferred charges and other liabilities | 1,117 | 783 |
| Total deferred tax liabilities | 1,117 | 783 |
| **Deferred tax assets:** | | |
| Fixed assets | (73,122) | (112,551) |
| Net operating loss carryforwards | (87,959) | (79,736) |
| Allowance for doubtful accounts | (798) | (739) |
| Stock-based compensation expense | (2,316) | (1,107) |
| Tax original issue discount and restructuring costs | (10,037) | (11,674) |
| Right-of-use liability | (23,063) | (29,043) |
| Foreign tax credit carryforward | (17,126) | (17,413) |
| Interest expense limitation | (26,426) | (17,038) |
| Other | (6,562) | (3,561) |
| Total deferred tax assets | (247,409) | (272,862) |
| Valuation allowance | 246,395 | 272,126 |
| Total deferred tax liabilities, net | $ 103 | $ 47 |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The components of the income tax expense (benefit) in the accompanying consolidated statements of operations were as follows (in thousands):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| **Current tax expense (benefit):** | | | | |
| U.S. and state | $ — | $ — | $ — | $ (2,995) |
| Foreign | 7,119 | 1,519 | 1,369 | 636 |
| Current tax expense (benefit) | 7,119 | 1,519 | 1,369 | (2,359) |
| **Deferred tax expense (benefit):** | | | | |
| U.S. and state | 55 | 14 | (62) | (132,269) |
| Foreign | — | — | — | (1,093) |
| Deferred tax expense (benefit) | 55 | 14 | (62) | (133,362) |
| Total tax expense (benefit) | $ 7,174 | $ 1,533 | $ 1,307 | $ (135,721) |

Income (loss) from operations before income taxes, based on jurisdiction earned, was as follows (in thousands):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| U.S. | $ 73,563 | $ 6,707 | $ (847) | $ (1,233,187) |
| Foreign | 14,373 | (2,187) | (7,705) | (57,081) |
| Total income (loss) from operations before income taxes | $ 87,936 | $ 4,520 | $ (8,552) | $ (1,290,268) |

As of December 31, 2022, the Company had net operating loss carryforwards, or NOLs, which can only be utilized if the Company generates taxable income in the respective tax jurisdiction prior to their expiration. The following table represents the Company's NOLs (in thousands):

| Jurisdiction | December 31, 2022 | Expiration Years |
|---|---|---|
| United States | $ 264,406 | None |
| U.S. states | 72,372 | 2037-2042 |
| Mexico | 71,457 | 2026-2032 |
| Brazil [1] | 16,379 | None |

(1) NOLs in Brazil can only be used to offset up to 30% of taxable income each year.

The Company also has foreign tax credit carryforwards of approximately $16.2 million, which if not utilized will expire in 2023 through 2032.

On September 4, 2020, the Company reorganized under Chapter 11 of the U.S. bankruptcy code, in a transaction treated as a tax free reorganization under IRC Sec. 368(a)(1)(E). There was $861.4 million of

cancellation of indebtedness (COD) income realized for tax purposes. Under exceptions applying to COD income resulting from a bankruptcy reorganization, the Company was not required to recognize this COD income currently as taxable income. Instead, the Company's federal and state NOLs were reduced under the operative tax statute and applicable regulations, affecting the balance of deferred taxes where appropriate. The total amount of reduction of tax attributes under these rules was $1,023.5 million, consisting of $861.4 million of federal NOLs and $162.1 million of state NOLs. The actual reduction in tax attributes occurred on the first day of the Company's tax year subsequent to the Effective Date, or January 1, 2021.

IRC Sections 382 and 383 provide an annual limitation with respect to the ability of a corporation to utilize its tax attributes against future U.S. taxable income in the event of a change in ownership. The Company's emergence from the Chapter 11 Cases was considered a change in ownership for purposes of IRC Section 382. The limitation under the IRC is based on the equity value of the taxpayer as of the Effective Date. While the Company's remaining $264.4 million of U.S. federal net operating losses as of December 31, 2022 do not expire since they were generated subsequent to the Tax Credits and Jobs Act, $62.6 million of pre-2021 net operating losses remain subject to the IRC Section 382 annual limitation resulting from the change in ownership. Other tax attributes such as U.S. state net operating losses or foreign tax credit carryforwards could expire if unused due to the applicable annual limitations.

In recording a valuation allowance with respect to such NOLs and foreign tax credits, the Company assessed the favorable and unfavorable evidence to estimate whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets. A significant piece of the unfavorable evidence evaluated during the fourth quarter of 2022 was the cumulative pre-tax loss that was incurred over the three-year period ended December 31, 2022. Such objective evidence limits the ability to consider other subjective evidence, such as the Company's projections of future earnings. As of December 31, 2022 and 2021, the Company had valuation allowances of $246.4 million and $272.1 million, respectively.

The Company is no longer subject to tax audits by federal, state or local taxing authorities for years prior to 2018. The Company has ongoing examinations by various foreign tax authorities but does not believe that the results of these examinations will have a material adverse effect on the Company's financial position or results of operations.

The following table reconciles the difference between the Company's income tax provision calculated at the federal statutory rate of 21% and the actual income tax provision (in thousands):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| U.S. federal statutory rate | $ 18,466 | $ 950 | $ (1,796) | $ (270,956) |
| State taxes, net | 1,495 | 45 | (128) | (19,354) |
| Non-deductible expense | 9,570 | 3,512 | 496 | 13,626 |
| Change in valuation allowance | (23,357) | 3,275 | (425) | 143,162 |
| Remeasurement of deferred taxes | (757) | (1,731) | 1,925 | — |
| Return to accrual | 256 | (4,368) | — | — |
| Uncertain tax positions | 571 | (61) | 900 | — |
| Foreign taxes and other | 930 | (89) | 335 | (2,199) |
| | $ 7,174 | $ 1,533 | $ 1,307 | $ (135,721) |

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The Company records U.S. and state deferred taxes using a blended tax rate of 22.7%. During 2021, the Company recorded a $1.7 million deferred tax benefit due to a Louisiana law change that disallows a state deduction for federal income taxes. During 2022, the Company revalued its Louisiana net operating losses to reflect new tax rates effective for 2022.

Prior to December 31, 2020, a blended tax rate of 22.5% was used to record deferred taxes. The Company has been deploying additional vessels to work in foreign markets and believed this trend would continue for some time, which would result in decreased state taxes. For this reason, effective December 31, 2020, the Company believed it was appropriate to remeasure deferred taxes using a 22.0% blended tax rate. Tax expense of $1.9 million was recorded in the fourth quarter of 2020 to reflect the rate change for U.S. state deferred taxes.

A reconciliation of the beginning and ending amount of all unrecognized tax benefits and the liability for uncertain tax positions (excluding related penalties and interest) are as follows:

| | |
|---|---|
| Balance at December 31, 2021[1] | $1,027 |
| Additions based on tax positions related to the current year | 571 |
| Reductions, net based on tax positions related to a prior year | $ (68) |
| Balance at December 31, 2022[1] | $1,530 |

(1) Penalties of $0.2 million and interest of $1.0 million were recorded in general and administrative expenses and interest expense, respectively, for uncertain tax positions for the year ended December 31, 2021. There were no additional amounts recorded in 2022 and the amounts recorded in 2021 represent the cumulative balance of penalties and interest accrued for uncertain tax positions as of December 31, 2022.

The amount of unrecognized tax benefits that, if recognized for tax purposes, would affect the effective tax rate are $1.5 million and $1.0 million as of December 31, 2022 and December 31, 2021, respectively.

**15. Leases**

Lease expenses for operating leases are recorded in general and administrative and operating expenses. Lease expenses for finance leases are recorded in amortization and interest expense. Total lease expenses incurred for operating and finance leases were as follows (in thousands):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Finance lease expense: | | | | |
| Amortization of right-of-use assets | $ 274 | $ 131 | $ — | $ — |
| Interest on lease liabilities | 32 | 16 | — | — |
| Operating lease expense | 3,591 | 3,118 | 1,171 | 2,286 |
| Short-term lease expense | 843 | 838 | 262 | 638 |
| Total lease expense | $ 4,740 | $ 4,103 | $ 1,433 | $ 2,924 |

HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Cash paid for amounts included in the measurement of lease liabilities was as follows (in thousands):

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Operating cash flows from operating leases | $ 3,042 | $ 2,679 | $ 1,084 | $ 2,350 |
| Operating cash flows from financing leases | 40 | 202 | — | — |
| Financing cash flows from financing leases | 200 | 96 | — | — |

Annual maturities of operating and finance lease liabilities under non-cancelable leases with terms in excess of one year, during each year ending December 31, are as follows (in thousands):

| | Operating | Finance |
|---|---|---|
| 2023 | $ 6,976 | $ 294 |
| 2024 | 4,665 | 294 |
| 2025 | 2,783 | 182 |
| 2026 | 2,833 | 57 |
| 2027 | 2,785 | — |
| Thereafter | 18,113 | — |
| Total lease payments | 38,155 | 827 |
| Less: imputed interest | 11,448 | 66 |
| Total lease liabilities | $ 26,707 | $ 761 |
| Weighted-average remaining lease term (in years) | 8.38 | 2.85 |
| Weighted-average discount rate | 8.7% | 5.4% |

**16. Commitments and Contingencies**

***Vessel Charter Commitments***

In November 2021, the Company was awarded a multi-year, vessel time charter that requires certain vessel modifications to a previously stacked vessel to meet the non-oilfield customer's operational requirements. The Company expects the reactivation of and modifications to the vessel to be completed in the first half of 2023 at an estimated cost of $22.4 million.

***Contingencies***

In the normal course of its business, the Company becomes involved in various claims and legal proceedings in which monetary damages are sought. It is management's opinion that the Company's liability, if any, under such claims or proceedings would not materially affect the Company's financial position or results of operations. The Company insures against losses relating to its vessels, pollution and third party liabilities, including claims by employees under Section 33 of the Merchant Marine Act of 1920, or the Jones Act. Third party liabilities and pollution claims that relate to vessel operations are covered by the Company's entry in a mutual protection and indemnity association, or P&I Club, as well as by marine liability policies in excess of the P&I Club's coverage. The Company provides reserves for any individual claim deductibles for which the

Company remains responsible by using an estimation process that considers Company-specific and industry data, as well as management's experience, assumptions and consultation with outside counsel. As additional information becomes available, the Company will assess the potential liability related to its pending claims and revise its estimates. Although historically revisions to such estimates have not been material, changes in estimates of the potential liability could materially impact the Company's results of operations, financial position or cash flows.

***Mexico Tax Audits***

The Company is subject to audit by various Mexican statutory bodies, including the Mexican tax authorities, or SAT. In November 2018, SAT commenced an audit of a Mexican subsidiary's 2015 tax return and asserted certain positions that disallowed a significant portion of the Company's deductible expenses, which resulted in additional taxes, interest and penalties being assessed. As a result, the Company engaged in non-binding mediation proceedings, which concluded in 2021 without resolution. In April 2022, the Company received an official assessment from SAT and initiated an appeal process in June 2022 through the Mexican tax judicial system. As of December 31, 2022, the Company accrued a liability totaling $2.0 million for potential losses from additional taxes, interest and penalties resulting from this assessment based upon estimates developed in collaboration with its Mexican tax advisors for the ongoing 2015 audit and appeal. The Company believes it has properly applied the applicable tax laws and has reasonably supported its positions. The ultimate impact resulting from the 2015 tax assessment and appeal process may materially differ from the current estimates. The Company will continue to update its estimates as new information warrants.

In November 2019, SAT initiated an audit of another Mexican subsidiary's 2014 tax return and challenged the Company's qualification for certain favorable tax benefits, primarily associated with withholding tax rates on interest payments. In June 2022, the Company offered SAT a settlement offer-in-compromise totaling $1.8 million to conclude the audit and relieve the Company of any further exposure to taxes, penalties or interest related to the 2014 tax return. SAT officially accepted the offer in August 2022. The Company filed an amended 2014 tax return to reflect the agreed upon changes and paid the $1.8 million settlement amount in November 2022.

***Brazil Importation Tax Assessment***

In April 2021, the Company received notification from the Brazilian tax authorities of an importation tax assessment against the *HOS Achiever* with respect to the vessel's services contract in Brazil from February 2019 to January 2020. At the time of the *HOS Achiever's* importation, the Company was granted a statutorily available tax exemption based on the vessel's functional capabilities and intended use under the services contract. The tax authorities are now asserting that the *HOS Achiever* does not qualify for the applicable exemption. The Company believes the *HOS Achiever* does, in fact, meet the criteria set forth under the applicable law and intends to defend its position in Brazilian court. While the final outcome of this assessment is uncertain and could possibly result in the payment and loss of an estimated $6.0 million to $9.0 million in related importation taxes and penalties, the Company believes there is a high likelihood that its position will prevail and the exemption will be granted in accordance with the law. Furthermore, the Company believes that any amounts that may become due in connection with this matter should be recoverable from its customer under the terms of the vessel's services contract.

HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

**17. Other Accrued Liabilities**

Other accrued liabilities include the following (in thousands):

| | December 31, | |
|---|---|---|
| | 2022 | 2021 |
| Deferred revenue | $ 3,416 | $ 4,142 |
| Value added tax payable | 3,127 | 1,933 |
| Withholding tax payable | 4,803 | 149 |
| Other | 2,025 | 4,917 |
| Total | $ 13,371 | $ 11,141 |

**18. Major Customers**

In the years ended December 31, 2022, 2021, and 2020, revenues from the following customers represent 10% or more of consolidated revenues:

| | Successor | | | Predecessor |
|---|---|---|---|---|
| | Year Ended December 31, 2022 | Year Ended December 31, 2021 | Period from September 5, 2020 through December 31, 2020 | Period from January 1, 2020 through September 4, 2020 |
| Customer A | 16% | n/a (1) | 12% | n/a (1) |
| Customer B | 15% | 21% | 28% | 32% |
| Customer C | n/a (1) | n/a (1) | 10% | n/a (1) |

(1) Customer represented less than 10% of consolidated revenue in such year.

**19. Employment Agreements**

The Company has employment agreements with certain members of its executive management team. These agreements include, among other things, contractually stated base level salaries and a structured cash incentive compensation program dependent upon performance against reasonably obtainable objective performance criteria established by the Compensation Committee. In the event such a member of the executive management team is terminated due to certain events as defined in such officer's agreement, the executive will receive (i) the executive's accrued base salary through the date of the executive's termination, (ii) payment in lieu of any earned, but unused, vacation, and (iii) reimbursement of the executive's expenses in accordance with the Company's reimbursement policy as in effect from time to time. In addition, the executive may receive cash severance depending on the timing and circumstances of the termination. The current term of these employment agreements expires on September 4, 2024 and automatically extends each year thereafter on September 4th, for an additional year.

**20. Related Parties**

Pursuant to the terms of the Trade Name and Trademark License Agreement entered into by and between the Company and HFR, LLC, the Company made payments of $1.0 million and $1.1 million in 2022 and 2021, respectively, for licensing fees associated with the use of Hornbeck trade names, trademarks, and related logos. HFR, LLC is a Texas Limited Liability Company owned by Todd M. Hornbeck and Troy A. Hornbeck. Todd M. Hornbeck serves as the Company's Chairman of the Board of Directors, President and Chief Executive Officer.

Troy A. Hornbeck is the brother of Todd M. Hornbeck and serves as the Company's Purchasing Director. As of December 31, 2022 and 2021, the Company had accrued amounts payable to HFR, LLC totaling $1.3 million and $0.3 million, respectively.

On October 1, 2022, a member of the Company's Board of Directors, assumed an officer role with an existing Hornbeck customer. For the year ended December 31, 2022, the Company generated $74.0 million of revenues from contracts with such customer, which accounted for approximately 16% of the Company's total revenues. The Company had outstanding accounts receivable from this customer totaling $12.3 million as of December 31, 2022.

**21. Reportable Segments and Geographic Areas**

***Reportable Segments***

The Company has one reportable segment, which encompasses all aspects of its marine transportation services business. As the chief operating decision maker, our Chief Executive Officer evaluates the Company's operating results on a consolidated basis to assess performance and allocate resources. While the Company's vessels operate in various geographic regions and customer markets, they are centrally managed, share multiple forms of common costs, provide similar or complementary marine transportation services, are manned by crews that may move from location to location or market to market as needed, and are marketed on a portfolio basis with the goal of maximizing Adjusted EBITDA and Adjusted Free Cash Flow and generating the highest possible rate of return on invested capital without a steadfast commitment to geographic region or customer market.

***Geographic Areas***

The table below presents net book value of property, plant and equipment by geographic regions[1] as of December 31, 2022 and 2021 (in thousands):

| | As of December 31, | | | |
|---|---|---|---|---|
| | 2022 | % of Total | 2021 | % of Total |
| United States | $365,769 | 81.4% | $258,575 | 78.4% |
| International[2] | 83,480 | 18.6% | 71,157 | 21.6% |
| | $449,249 | 100.0% | $329,732 | 100.0% |

(1) Book values are attributed to geographic regions based on the country of domicile of the specific asset-owning subsidiary of the Company, not the physical operating location of the asset as of any of the dates presented.

(2) International property, plant and equipment of $74.5 million and $62.3 million were owned by certain Mexican subsidiaries of the Company as of December 31, 2022 and 2021, respectively. Property, plant and equipment attributed to other countries were not individually material as of any of the dates presented. No other individual foreign location accounted for a material portion of property, plant and equipment as of any of the dates presented.

**HORNBECK OFFSHORE SERVICES, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Revenues by geographic region[1] were as follows (in thousands):

| | Successor | | | | | | Predecessor | |
|---|---|---|---|---|---|---|---|---|
| | Year Ended December 31, 2022 | % of Total | Year Ended December 31, 2021 | % of Total | Period from September 5, 2020 through December 31, 2020 | % of Total | Period from January 1, 2020 through September 4, 2020 | % of Total |
| United States | $ 362,830 | 80.4% | $ 196,357 | 76.6% | $ 49,731 | 78.0% | $ 86,579 | 71.7% |
| International[2] | 88,396 | 19.6% | 59,943 | 23.4% | 14,055 | 22.0% | 34,215 | 28.3% |
| | $ 451,226 | 100.0% | $ 256,300 | 100.0% | $ 63,786 | 100.0% | $ 120,794 | 100.0% |

(1) The Company attributes revenues to individual geographic regions based on the location where services are performed.

(2) International revenues of $41.3 million and $40.7 million were attributed to services performed in Mexico for the years ended December 31, 2022 and 2021, respectively. Revenues attributed to other countries were not individually material for the periods presented.

**22. Subsequent Events**

In October 2023, the Company entered into a final settlement agreement with Fidelity & Deposit Company of Maryland and Zurich American Insurance Company, together the Surety, and Gulf Island. Pursuant to the settlement agreement, Gulf Island released all claims asserted against the Company and the Company released its claims against the shipyard and the Surety. Further, the Surety agreed to take over and complete the construction of the two U.S.-flagged, Jones Act-qualified, HOS 400 class MSPVs at a shipyard acceptable to the Company. The Company is obligated to pay only the remaining portion of the original shipyard contract price for the two MPSVs, which amounts to $53.8 million in the aggregate. The Surety is required to pay all completion costs in excess of the $53.8 million remaining contract price, excluding any approved change orders. The Company expects to incur an additional $30.0 million in the aggregate for discretionary enhancements to add secondary cranes to both vessels. Pursuant to the settlement, the Surety is required to deliver both MPSVs in 2025.

On August 31, 2023, the Company fully repaid the $68.7 million remaining principal balance of the first-lien replacement term loans. As a result, in the third quarter of 2023, the Company incurred a $1.2 million loss on early extinguishment of debt; most of which related to the write-off of deferred issuance costs and original issue discount.

The Company has evaluated subsequent events through November 10, 2023, which represents the date these financial statements were available to be issued and determined that all materially relevant information known through this date was appropriately addressed within the financial statements and notes herein.

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**Shares**


# Hornbeck Offshore Services, Inc.

**Common Stock**

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**Prospectus**

, 2024

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**J.P. Morgan**
**Barclays**
**DNB Markets**
**Piper Sandler**
**Guggenheim Securities**
**Raymond James**
**BTIG**
**Johnson Rice & Company**
**Pickering Energy Partners**
**Seaport Global Securities**
**Academy Securities**
**Drexel Hamilton**

## PART II
## INFORMATION NOT REQUIRED IN PROSPECTUS

**Item 13. Other Expenses of Issuance and Distribution.**

The following table sets forth the expenses payable by Hornbeck Offshore Services, Inc. expected to be incurred in connection with the issuance and distribution of common stock being registered hereby (other than underwriting discounts and commissions). All of such expenses are estimates, except for the Securities and Exchange Commission, or the SEC, registration fee, the Financial Industry Regulatory Authority, or FINRA, filing fee and listing fee.

| | |
|---|---|
| SEC registration fee | * |
| FINRA filing fee | * |
| Listing fee | * |
| Printing fees and expenses | * |
| Legal fees and expenses | * |
| Blue sky fees and expenses | * |
| Registrar and transfer agent fees | * |
| Accounting fees and expenses | * |
| Miscellaneous expenses | * |
| Total | $ * |

* To be completed by amendment.

**Item 14. Indemnification of Directors and Officers.**

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (other than an action by or in the right of the corporation—a "derivative action"), if such person acted in good faith and in a manner such 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 such person's conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification only extends to expenses (including attorneys' fees) incurred in connection with the defense or settlement of such action, and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Our amended and restated certificate of incorporation provides that no director shall be liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation on liability is not permitted under the DGCL, as now in effect or as amended. Currently, Section 102(b)(7) of the DGCL requires that liability be imposed for the following:

- any breach of the director's duty of loyalty to our company or our stockholders;
- any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the DGCL; and
- any transaction from which the director derived an improper personal benefit.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that, to the fullest extent authorized or permitted by the DGCL, as now in effect or as amended, we will 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

by reason of the fact that such person, or a person of whom he or she is the legal representative, is or was our director or officer, or by reason of the fact that our director or officer is or was serving, at our request, as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans. We will indemnify such persons against expenses, liabilities, and loss (including attorneys' fees), judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, penalties and amounts paid in settlement actually and reasonably incurred in connection with such action.

We have obtained policies that insure our directors and officers and those of our subsidiaries against certain liabilities they may incur in their capacity as directors and officers. Under these policies, the insurer, on our behalf, may also pay amounts for which we have granted indemnification to the directors or officers.

The underwriting agreement provides for indemnification by the underwriters of us and our officers and directors, and by us of the underwriters, for certain liabilities arising under the Securities Act or otherwise in connection with this offering.

**Item 15. Recent Sales of Unregistered Securities.**

***Issuance of Securities on the Effective Date of the Restructuring***

In connection with the Company's emergence from bankruptcy, on the Effective Date and in accordance with the Plan, all existing shares of the Company's prior class of common stock were cancelled, and the Company issued 4,366,348 shares of common stock, par value $0.00001 per share (the "New Common Stock"). The shares of New Common Stock issued pursuant to the Plan and for part of the proceeds of a contemporaneous equity rights offering were issued in reliance upon the exemption from the registration requirements of the Securities Act, provided by Section 1145 of the Bankruptcy Code, or, only to the extent such exemption under Section 1145 of the Bankruptcy Code was not available, Section 4(a)(2) of the Securities Act and the safe harbor contained in Regulation D thereunder.

Additionally, on the Effective Date and pursuant to the Plan and for part of the proceeds of a contemporaneous equity rights offering, the Company issued 10,544,913 Jones Act Warrants and 1,552,444 Creditor Warrants. Such warrants were issued pursuant to the exemptions from the registration requirements of the Securities Act, under Section 4(a)(2) under the Securities Act and Section 1145 of the Bankruptcy Code. For more information on the terms of exercise and other features of the warrants, see "Description of Capital Stock and Warrants" included elsewhere in this prospectus.

***Service-Related Issuances***

The Company has issued 47,838 shares of New Common Stock pursuant to the 2020 Management Incentive Plan. Additionally, since the Effective Date, and prior to March 23, 2023, the Company has granted 597,804 stock options and 1,065,254 restricted stock units pursuant to the 2020 Management Incentive Plan.

Further, on March 23, 2023, the board of directors granted certain employees and directors additional restricted stock unit awards pursuant to the 2020 Management Incentive Plan, of which 196,704 shares of New Common Stock vested immediately and an additional 196,703 shares will vest pursuant to the terms of the respective award agreements. These shares will net-settle within 60 days of the date of vesting.

The foregoing issuances were exempt from registration under Section 4(a)(2) of the Securities Act.

***Additional Issuances of Securities***

On August 1, 2021, the Company issued 107 shares of New Common Stock, 39,916 Creditor Warrants and 1,107 Jones Act Warrants pursuant to the Plan in respect of claims against the Company. The Company also issued 283,732 shares of New Common Stock and 1,567,013 Jones Act Warrants in a preemptive rights offering and the conversion of $15 million of outstanding indebtedness on December 22, 2021. Concurrent with the closing of the preemptive rights offering on December 22, 2021, the Company issued 100,745 shares of New Common Stock under a Stock Purchase Plan that was established on November 29, 2021 for gross cash proceeds of $2.0 million.

The foregoing issuances were exempt from registration under Section 1145 of the Bankruptcy Code or Section 4(a)(2) of the Securities Act.

**Item 16. Exhibits and Financial Statement Schedules.**

| Exhibit No. | Description |
|---|---|
| 1.1* | Form of Underwriting Agreement. |
| 2.1 | Plan of Reorganization Under Chapter 11 of the U.S. Bankruptcy Code. |
| 3.1 | Third Amended and Restated Certificate of Incorporation of Hornbeck Offshore Services, Inc. |
| 3.2 | Fifth Amended and Restated Bylaws of Hornbeck Offshore Services, Inc. |
| 3.3* | Form of Fourth Amended and Restated Certificate of Incorporation of Hornbeck Offshore Services, Inc., to be effective upon consummation of this offering. |
| 3.4* | Form of Sixth Amended and Restated Bylaws of Hornbeck Offshore Services, Inc., to be effective upon consummation of this offering. |
| 4.1* | Form of Common Stock Certificate |
| 4.2^ | Jones Act Warrant Agreement, dated as of September 4, 2020, between Hornbeck Offshore Services, Inc. and Computershare, Inc. and Computershare Trust Company, N.A. |
| 4.3 | Amendment No. 1 to Jones Act Warrant Agreement, dated as of December 31, 2020, by and among Hornbeck Offshore Services, Inc., Computershare Inc., Computershare Trust Company, N.A. and certain holders signatory thereto. |
| 4.4 | Jones Act Anti-Dilution Warrant Agreement, dated as of September 4, 2020, between Hornbeck Offshore Services, Inc. and Computershare, Inc. and Computershare Trust Company, N.A. |
| 4.5^ | Creditor Warrant Agreement, dated as of September 4, 2020, between Hornbeck Offshore Services, Inc. and Computershare, Inc. and Computershare Trust Company, N.A. |
| 4.6 | Securityholders Agreement, dated as of September 4, 2020, by and among Hornbeck Offshore Services, Inc. and the other parties thereto. |
| 4.7 | Amendment No. 1 to Securityholders Agreement, dated as of December 2, 2021, by and among Hornbeck Offshore Services, Inc. and the other parties thereto. |
| 4.8 | Amendment No. 2 to Securityholders Agreement, dated as of July 7, 2023, by and among Hornbeck Offshore Services, Inc. and the other parties thereto. |
| 5.1* | Form of Opinion of Kirkland & Ellis LLP as to the legality of the common stock. |
| 10.1* | Form of Indemnification Agreement (between Hornbeck Offshore Services, Inc. and its directors and officers). |
| 10.2† | 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc. |
| 10.3† | First Amendment to the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc. |
| 10.4†* | Form of Hornbeck Offshore Services, Inc. 2023 Equity Incentive Plan. |
| 10.5†* | Form of Employment Agreement (Executive Officers). |
| 10.6† | Amended and Restated Employment Agreement dated September 4, 2020, by and between Hornbeck Offshore Operators, LLC and Todd M. Hornbeck. |
| 10.7† | Amended and Restated Employment Agreement dated September 4, 2020, by and between Hornbeck Offshore Operators, LLC and James O. Harp, Jr. |
| 10.8† | Amended and Restated Employment Agreement dated September 4, 2020, by and between Hornbeck Offshore Operators, LLC and John S. Cook. |
| 10.9† | Amended and Restated Employment Agreement dated September 4, 2020, by and between Hornbeck Offshore Operators, LLC and Samuel A. Giberga. |
| 10.10† | Amended and Restated Employment Agreement dated September 4, 2020, by and between Hornbeck Offshore Operators, LLC and Carl G. Annessa. |

| Exhibit No. | Description |
|---|---|
| 10.11^ | First Lien Term Loan Credit Agreement, dated September 4, 2020, by and among Hornbeck Offshore Services, Inc., as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto. |
| 10.12 | Amendment No. 1 to First Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement, dated December 22, 2021, by and among Hornbeck Offshore Services, Inc., as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent, collateral agent and debt representative, and the lenders party thereto. |
| 10.13 | First Amendment to Restated First Lien Credit Agreement, dated June 6, 2022, by and among Hornbeck Offshore Services, Inc., as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto. |
| 10.14 | Interest Rate Replacement Index Agreement and Second Amendment to First Lien Credit Agreement, dated July 27, 2023, by and among Hornbeck Offshore Services, Inc., as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto. |
| 10.15^ | Second Lien Term Loan Credit Agreement, dated September 4, 2020, by and among Hornbeck Offshore Services, Inc., as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto. |
| 10.16 | Amendment No. 1 to Second Lien Credit Agreement, dated December 12, 2021, by and among Hornbeck Offshore Services, Inc., as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto. |
| 10.17 | Amendment No. 2 to Second Lien Credit Agreement, dated June 6, 2022, by and among Hornbeck Offshore Services, Inc., as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, Wilmington Trust, National Association, as administrative agent and collateral agent, and the lenders party thereto. |
| 10.18 | Third Amended and Restated Trade Name and Trademark License Agreement, dated September 4, 2020, by and among HFR, LLC and Hornbeck Offshore Operators, LLC. |
| 10.19 | Settlement Term Sheet, effective as of October 3, 2023, by and among Hornbeck Offshore Services, LLC, Gulf Island Shipyards, LLC, Gulf Island Fabrication, Inc., Fidelity & Deposit Company of Maryland and Zurich American Insurance Company. |
| 10.20 | Takeover Agreement, dated as of October 3, 2023, by and among Hornbeck Offshore Services, LLC, Fidelity & Deposit Company of Maryland and Zurich American Insurance Company. |
| 21.1* | Subsidiaries of the Registrant. |
| 23.1 | Consent of Ernst & Young LLP. |
| 23.2* | Consent of Kirkland & Ellis LLP (included in Exhibit 5.1 to this Registration Statement). |
| 24.1 | Powers of Attorney (included in the signature page to this Registration Statement). |
| 107 | Filing Fee Table. |

* To be included by amendment.
† Compensatory plan or arrangement.
^ Certain of the exhibits or schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The registrant agrees to furnish a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

No financial statement schedules are provided because the information called for is not applicable or is shown in the financial statements or notes.

**Item 17. Undertakings.**

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities 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 Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(i) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and

(ii) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus 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.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in St. Tammany Parish, Louisiana, on December 7, 2023.

**HORNBECK OFFSHORE SERVICES, INC.**

By: /s/ Todd M. Hornbeck
Name: Todd M. Hornbeck
Title: Chairman of the Board, President and Chief Executive Officer

## Power of Attorney

The undersigned directors and officers of Hornbeck Offshore Services, Inc. hereby constitute and appoint Todd M. Hornbeck and James O. Harp, Jr. and each of them, any of whom may act without joinder of the other, the individual's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign this Registration Statement and any or all amendments, including post-effective amendments to the Registration Statement, including a prospectus or an amended prospectus therein and any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and power of attorney have been signed by the following persons in the capacities indicated on December 7, 2023.

| Signature | Capacity |
|---|---|
| /s/ Todd M. Hornbeck<br>Todd M. Hornbeck | Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer) |
| /s/ James O. Harp, Jr<br>James O. Harp, Jr | Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer) |
| /s/ Kurt M. Cellar<br>Kurt M. Cellar | Director |
| /s/ Evan Behrens<br>Evan Behrens | Director |
| /s/ Scott Graves<br>Scott Graves | Director |
| /s/ Bobby Jindal<br>Bobby Jindal | Director |
| /s/ Sylvia Jo Sydow Kerrigan<br>Sylvia Jo Sydow Kerrigan | Director |
| /s/ Jacob Mercer<br>Jacob Mercer | Director |
| /s/ L. Don Miller<br>L. Don Miller | Director |
| /s/ Aaron Rosen<br>Aaron Rosen | Director |

**Exhibit 2.1**


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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| HORNBECK OFFSHORE SERVICES, INC., *et al*.,[1] | ) | Case No. 20-32679 (DRJ) |
| Debtors. | ) | (Jointly Administered) |

**ORDER (I) APPROVING THE DEBTORS' DISCLOSURE STATEMENT FOR, AND CONFIRMING, THE DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION AND (II) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the "Debtors") having:

a. distributed, on or about May 13, 2020 (i) the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 7][2] (as modified, amended, or supplemented from time to time, the "Plan") attached hereto as **Exhibit A**, (ii) the *Disclosure Statement for the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 6] (the "Disclosure Statement"), (iii) ballots for voting on the Plan to Holders of Claims in Class 4 (First Lien Claims), Class 5 (Second Lien Claims), and Class 6 (Unsecured Notes Claims) [Docket No. 87] (the "Ballots"), in accordance with the terms of title 11 of the United States Code, 11 U.S.C. §§ 101 1532 (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules");

b. commenced, on May 19, 2020 (the "Petition Date"), these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code;

c. filed, on or immediately after the Petition Date:

[1] Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' proposed solicitation agent at http://cases.stretto.com/hornbeck. The location of the Debtors' service address is: 8 Greenway Plaza, Suite 1525, Houston, Texas 77046.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan, the Disclosure Statement, or the Bankruptcy Code (as defined herein), as applicable.

i. the Plan and the Disclosure Statement;

*ii.* *the Debtors' Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Establishing Plan and Disclosure Statement Objection and Reply Deadlines and Related Procedures, (III) Approving the Form and Manner of Notice of Commencement, (IV) Approving the Solicitation Procedures, (V) Approving the Rights Offering Procedures and Related Materials, (VI) Waiving the Requirement that the U.S. Trustee Convene a Meeting of Creditors, (VI) Waiving the Requirement that the Debtors File Schedules and Statements, and (VII) Granting Related Relief* [Docket No. 27] (the "Scheduling Motion");

iii. the *Declaration of James O. Harp, Jr., Executive Vice President and Chief Financial Officer of Hornbeck Offshore Services, Inc., in Support of the Chapter 11 Petitions and First Day Motions* [Docket No. 4] (the "Harp Declaration"), detailing the facts and circumstances of these Chapter 11 Cases; and

iv. the Certification of Service [Docket No. 12] (together with all the exhibits thereto, the "Solicitation Materials Affidavit");

d. served, on or about May 13, 2020, the *Announcement of Restructuring Support Agreement, Summary of Plan of Reorganization, Information Regarding Key Dates and Certain Other Matters* (the "Combined Notice"), in the form attached to the Scheduling Motion, on all known parties in interest, which informed recipients of (i) the anticipated commencement of these Chapter 11 Cases, (ii) the Debtors' intention to request that the Court schedule a combined hearing to consider approval of the Disclosure Statement and confirmation of the Plan on June 19, 2020, subject to this Court's availability (the "Combined Hearing"), (iii) the key terms of the Plan, including classification and treatment of Claims and Interests, (iv) key dates and information regarding approval of the Disclosure Statement and confirmation of the Plan and the Objection Deadline, (v) the methods by which parties may request copies of the Plan, Disclosure Statement, and Restructuring Support Agreement, and (vi) the full text of the release, exculpation, and injunction provisions set forth in the Plan;

e. served, on or about May 13, 2020, the *Notice of (A) Non-Voting Status to Holders or Potential Holders of (I) Unimpaired Claims Conclusively Presumed to Accept the Plan and (II) Impaired Claims Conclusively Presumed to Reject the Plan and (B) Opportunity for Holders of Claims and Interests to Opt Out of the Third-Party Releases* (the "Notice of Non-Voting Status and Opportunity to Opt Out" and, together with the Combined Notice, the "Notices") on all Holders or potential Holders of Claims or Interests innon-voting Classes (i.e., Classes other than Class 4, Class 5, and Class 6) which (i) informed recipients of their status as Holders or potential Holders of Claims or Interests in non-voting Classes, (ii) provided the full text of the release, exculpation, and injunction provisions set forth in the Plan, and (iii) included a form by which Holders could elect to opt out of the Third-Party Release by checking a prominently featured and clearly labeled box;

f. published, on May 29 and 30, 2020, the Combined Notice in the *New York Times*, the *Houston Chronicle*, and the *Baton Rouge Advocate*, as evidenced by the *Affidavit of Publication* [Docket Nos. 130, 139, 140] (the "Publication Affidavit," and together with the Solicitation Materials Affidavit, the "Notice Affidavits");

g. filed, on May 29, 2020, the *Plan Supplement for the Debtors' First Amended Joint Chapter 11 Plan of Reorganization* [Docket No. 129] (as modified, amended, or supplemented from time to time, including, without limitation, by the Amended Plan Supplement (defined below), the "Plan Supplement" and which, for purposes of the Plan and this Confirmation Order, is included in the definition of "Plan");

h. filed, on June 17, 2020, the *Certification of Stretto Regarding Tabulation of Votes in Connection With the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 193], which accounts for Ballots received up to the Voting Deadline (the "Voting Declaration");

i. filed, on June 17, 2020, the *Debtors' Memorandum of Law in Support of an Order Approving the Debtors' Disclosure Statement and Confirming the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 194] (the "Confirmation Brief");

j. filed, on June 18, 2020, the *Amended Plan Supplement for the First Amended Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 213] (the "Amended Plan Supplement"); and

k. operated their businesses and managed their properties during these Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Court having:

*a.* entered, on May 20, 2020, an *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Establishing Plan and Disclosure Statement Objection and Reply Deadlines and Related Procedures, (III) Approving the Form and Manner of Notice of Commencement, (IV) Approving the Solicitation Procedures, (V) Approving the Rights Offering Procedures and Related Materials, (VI) Waiving the Requirement that the U.S. Trustee Convene a Meeting of Creditors, (VI)Extending the Deadline for Debtors File Schedules and Statements, (VII) Granting Related Relief* [Docket No. 87] (the "Scheduling Order");

b. set June 19, 2020 at 11:30 a.m. (prevailing Central Time), as the date and time for the Combined Hearing, as set forth in the Scheduling Order;

c. reviewed the Plan, the Disclosure Statement, the Scheduling Motion, the Plan Supplement, the Confirmation Brief, the Voting Report, the Combined Notice, the Solicitation Affidavits, and all Filed pleadings, exhibits, statements, and comments regarding approval of the Disclosure Statement and confirmation of the Plan, including all objections, statements, and reservations of rights;

d. heard the statements and arguments made by counsel in respect of approval of the Disclosure Statement and Confirmation at the Combined Hearing;

e. considered the record in these Chapter 11 Cases, including the creditor support for the Plan evidenced by the Voting Affidavit, and all oral representations, testimony, documents, filings, and other evidence regarding approval of the Disclosure Statement and Confirmation including at the Combined Hearing; and

f. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

**NOW, THEREFORE**, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to approval of the Disclosure Statement and Confirmation of the Plan have been adequate and appropriate as to all Entities affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Combined Hearing establish just cause for the relief granted herein; and upon the record of the Combined Hearing and the representations made thereat; and after due deliberation thereon and good cause appearing therefor, the Court hereby makes and issues the following findings of fact, conclusions of law and orders:

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED THAT:

### I. Background

#### A. Findings and Conclusions

1. The findings of fact and conclusions of law set forth herein, in the Plan, including specifically in Article IX of the Plan, and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

#### B. Jurisdiction, Venue, and Eligibility

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Consideration of whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code.

3. This Court may properly retain jurisdiction over the matters set forth in Article XII of the Plan and section 1142 of the Bankruptcy Code.

4. The Debtors were and are entities eligible for relief under section 109 of the Bankruptcy Code.

### II. Disclosure Statement, Solicitation, and Notice

#### A. Adequacy of Disclosure Statement

5. The Disclosure Statement contains (a) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable nonbankruptcy laws, rules, and regulations, including the Securities Act, (b) "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein and (c) specific descriptions of releases and injunctions related thereto in accordance with Bankruptcy Rule 3016(c). The filing of the Disclosure Statement with the Clerk of the Court satisfied Bankruptcy Rule 3016(b).

#### B. Solicitation and Notice

6. The Classes of Claims entitled to vote under the Plan to accept or reject the Plan (the "Voting Classes") are set forth below:

| Class | Designation |
|---|---|
| 4 | First Lien Claims |
| 5 | Second Lien Claims |
| 6 | Unsecured Notes Claims |

7. Under section 1126(f) of the Bankruptcy Code, holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (ABL Claims), and Class 7 (General Unsecured Claims) (collectively, the "Unimpaired Classes") are Unimpaired and conclusively presumed to have accepted the Plan. Holders of Claims and Interests in Class 9 (Equity Interests) and Class 11 (Section 510(b) Claims) (collectively, the "Deemed Rejecting Classes") are Impaired and deemed to reject the Plan. Holders of Claims and Interests in Class 8 (Debtor Intercompany Claims) and Class 10 (Intercompany Interests), (the "Deemed Accepting/Rejecting Classes" and, together with the Unimpaired Classes and the Deemed Rejecting Classes, the "Non-Voting Classes") are Unimpaired and conclusively presumed to have accepted the Plan or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan.

8. As set forth and approved in the Scheduling Order, the Ballots the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan.

9. As evidenced by the Notice Affidavits and the Voting Declaration, all parties required to be given notice of the commencement of these Chapter 11 Cases, the Disclosure Statement, the Plan and the Combined Hearing (including the deadline for voting to accept or reject the Plan, filing and serving objections to approval of the Disclosure Statement and confirmation of the Plan and the opportunity to opt out of the Third-Party Release) have been given due, proper, adequate, timely, and sufficient notice thereof in accordance with the Scheduling Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and all other applicable non-bankruptcy rules, laws, and regulations and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is or shall be required.

10. As evidenced by the Notice Affidavits and the Voting Declaration, transmittal and service of the Solicitation Materials (as defined in the Scheduling Order) were timely, adequate, appropriate, and sufficient under the circumstances and were in accordance with the Scheduling Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and all other applicable non-bankruptcy rules, laws, and regulations, including the registration requirements under the Securities Act. The solicitation of votes on the Plan (the "Solicitation") (a) was conducted in good faith and (b) complied with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Solicitation and Scheduling Order, and all other applicable non-bankruptcy rules, laws, and regulations applicable to the Solicitation. No other or further notice is or shall be required.

11. The Notices and the Ballots adequately summarized the material terms of the Plan, including classification and treatment of claims and the release, exculpation, and injunction provisions of the Plan. Because an opt out form was included in both the Ballots and the Notice of Non-Voting Status and Opportunity to Opt Out, every known stakeholder, including unimpaired creditors and equity holders, was provided with the means by which they could opt out of the Third-Party Release. The process described in the Notice Affidavits and the Voting Declaration that the Debtors and Stretto followed to identify the relevant parties on which to serve the opt out form and to distribute the opt out form (i) is consistent with the industry standard for the identification and dissemination of such materials on holders of public securities, and (ii) was reasonably calculated to ensure that parties in interest were informed of their ability to opt out of the Third-Party Releases and the consequences for failing to timely do so. No other or further notice is or shall be required.

### C. Voting

12. The Solicitation Packages were distributed to Holders of Claims in the Voting Classes that held a Claim or Interest as of May 1, 2020 (the "Voting Record Date"). The establishment and notice of the Voting Record Date were reasonable and sufficient. As set forth in the Voting Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement, and any applicable nonbankruptcy law, rule, or regulation.

13. The period during which the Debtors solicited acceptances or rejections to the Plan was a reasonable and sufficient period of time for each Holder in the Voting Classes to make an informed decision to accept or reject the Plan.

14. As described in the Voting Declaration, the Holders of Claims in Class 4 (First Lien Claims), Class 5 (Second Lien Claims), and Class 6 (Unsecured Notes Claims) are Impaired under the Plan and have voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code.

## III. Modifications to Plan

15. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan set forth in this Confirmation Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim under the Plan. These modifications are consistent with the disclosures

previously made pursuant to the Disclosure Statement and notice of these modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

## IV. Rights Offering and Securities Law Matters

16. The Debtors solicited subscriptions to the Rights Offering in good faith pursuant to the Rights Offering Procedures set forth in the Scheduling Order, applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy laws, rules or regulations, and the Rights Offering Procedures are fair, equitable, and reasonable and provide for the Rights Offering to be conducted in a manner that is in the best interests of the Debtors, the Estates and Holders of Claims and Interests.

17. The offering, issuance, and distribution of the New Equity and the New Warrants (including the New Equity that may be issuable upon exercise of the New Warrants) shall be exempt from the registration requirements of section 5 of the Securities Act, and any other applicable United States laws requiring registration prior to the offering, issuance, distribution, or sale of securities in accordance with, and pursuant to, section 1145 of the Bankruptcy Code (except with respect to an "underwriter" pursuant to section 1145(b) of the Bankruptcy Code) or, in cases where section 1145 of the Bankruptcy Code is not available, pursuant to the exemption provided by section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. Such New Equity and New Warrants issued pursuant to section 1145 of the Bankruptcy Code (including the New Equity that may be issuable upon exercise of the New Warrants) will be freely tradable in the United States by the recipients thereof, other than any recipient that is an "underwriter" as defined in section 1145(b) of the Bankruptcy Code and subject to compliance with applicable securities laws and any rules and regulations of the United States Securities and Exchange Commission applicable to affiliates of an issuer and such laws, rules and regulations, if any, applicable at the time of any future transfer of such New Equity and New Warrants (including the New Equity that may be issuable upon exercise of the New Warrants), subject to any applicable restrictions in the New Corporate Governance Documents or the New Warrants Agreements.

## V. Confirmation of the Plan

### A. Burden of Proof—Confirmation of the Plan.

18. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard.

### B. Plan Supplement

19. All documents and forms of documents, agreements, schedules and exhibits contained in the Plan Supplement comply with the terms of the Plan and are integral, part of, and incorporated by reference into the Plan, and are approved by the Court. In addition, the filing and notice of all documents and forms of documents, agreements, schedules, and exhibits included in the Plan Supplement were adequate, proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules and all other applicable rules, laws, and requirements, and no other or further notice is required.

### C. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1).

20. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code. In addition, the Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

*a. Proper Classification—Sections 1122 and 1123.*

21. The Plan satisfies the requirements of sections 1122(a) and 1123(a)(1) of the Bankruptcy Code. Article III of the Plan provides for the separate classification of Claims and Interests into 11 Classes. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

*b. Specified Unimpaired Classes—Section 1123(a)(2).*

22. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. Article III of the Plan specifies that Claims in the following Classes are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code:

| Class | Claim or Interest |
|---|---|
| 1 | Other Secured Claims |
| 2 | Other Priority Claims |
| 3 | ABL Claims |
| 7 | General Unsecured Claims |

*c. Specified Treatment of Impaired Classes—Section 1123(a)(3).*

23. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. Article III of the Plan specifies that Claims and Interests, as applicable, in the following Classes (the "Impaired Classes") are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes:

| Class | Claim or Interest |
|---|---|
| 4 | First Lien Claims |
| 5 | Second Lien Claims |
| 6 | Unsecured Notes Claims |
| 9 | Equity Interests |
| 11 | Section 510(b) Claims |

24. For the avoidance of doubt, Intercompany Claims and Intercompany Interests are Unimpaired and conclusively presumed to have accepted the Plan, or are Impaired and deemed to reject the Plan, and, in either event, are not entitled to vote to accept or reject the Plan.

25. Article II of the Plan specifies that Allowed Administrative Claims, Professional Claims, and Priority Tax Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

*d. No Discrimination—Section 1123(a)(4).*

26. The Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code. The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest.

*e. Adequate Means for Plan Implementation—Section 1123(a)(5).*

27. The Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code. The provisions in Article IV and elsewhere in the Plan, and in the exhibits and attachments to the Plan and the Disclosure Statement, and in the Plan Supplement, provide, in detail, adequate and proper means for implementation of the Plan and the transactions underlying the Plan, including: (a) effectuating the Restructuring Transactions, including the execution and delivery of any appropriate agreements or documents pursuant to the Plan; (b) entry into the Exit

Facilities; (c) issuance of New Equity and the New Warrants; (d) consummation of the Equity Rights Offering; and (e) implementation of the Management Incentive Plan. In addition to these core transactions, the Plan sets forth the other critical mechanics of the Debtors' emergence, like the cancelation of existing securities, the establishment of certain agreements, and the settlement of Claims and Interests.

*f. Voting Power of Equity Securities—Section 1123(a)(6).*

28. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code. Article IV.L of the Plan provides that the New Corporate Governance Documents will prohibit the issuance of non-voting equity Securities, thereby satisfying section 1123(a)(6).

*g. Directors and Officers—Section 1123(a)(7).*

29. The manner of selection of any officer, director, or trustee (or any successor of any officer, director, or trustee) of Reorganized Hornbeck will be determined in accordance with the New Corporate Governance Documents, which is consistent with the interests of creditors and equity holders and with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

*h. Impairment / Unimpairment of Classes—Section 1123(b)(1).*

30. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. Article III of the Plan impairs or leaves Unimpaired each Class of Claims and Interests.

*i. Assumption—Section 1123(b)(2).*

31. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. Article V of the Plan provides that all Executory Contracts or Unexpired Leases will be deemed assumed by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code on the Effective Date, other than those that are: (1) previously assumed, assumed and assigned, or rejected by the Debtors; (2) identified on the Rejected Executory Contract and Unexpired Lease List; (3) subject to a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date.

32. The Debtors have exercised reasonable business judgment in determining whether to reject, assume, or assume and assign each of their Executory Contracts and Unexpired Leases under the terms of the Plan. Accordingly, the Debtors' assumption and assignment of the Executory Contracts and Unexpired Leases satisfies the requirements of section 365(b) of the Bankruptcy Code and, therefore, the requirements of section 1123(b) of the Bankruptcy Code.

*j. Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action—Section 1123(b)(3).*

33. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to the Plan. In addition, the compromises and settlements embodied in the Plan and the negotiated support in the Restructuring Support Agreement preserve value by enabling the Debtors to avoid extended, value-eroding litigation that could delay the Debtors' emergence from chapter 11 and the parties to the Restructuring Support Agreement have provided significant value to the Debtors and their Estates, and the compromises and settlements in the Plan are fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

34. **Debtor Release.** Article VIII.D of the Plan describes certain releases granted by the Debtors (the "Debtor Release"). The Debtors have satisfied the business judgment standard with respect to the propriety of the

Debtor Release. Such release is a necessary and integral element of the Plan (which has broad support from parties across the Debtors' capital structure), and is fair, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. Also, the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the foregoing Debtor Release; (c) in the best interests of the Debtors and their Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the foregoing Debtor Release.

35. The Debtor Release appropriately offers protection to parties that participated in the Debtors' restructuring process. Each of the Released Parties made significant concessions and contributions to these Chapter 11 Cases. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan.

36. **Third-Party Release.** Article VIII.E of the Plan describes certain releases granted by the Releasing Parties (the "Third-Party Release"). The Third-Party Release is an integral part of the Plan. Like the Debtor Release, the Third-Party Release facilitated participation in the Restructuring Support Agreement, the Plan, and the chapter 11 process generally. The Third-Party Release was a critical and integral component of the Restructuring Support Agreement and the creditors' agreement to support the Plan thereby preventing significant and time-consuming litigation regarding the parties' respective rights and interests. The Third-Party Release was a core negotiation point in connection with the Restructuring Support Agreement and instrumental in developing a Plan that maximized value for all of the Debtors' stakeholders. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' restructuring process by, among other things, supporting the Plan.

37. The Third-Party Release is consensual as to all parties in interest, including all Releasing Parties, and such parties in interest were provided notice of the chapter 11 proceedings, the Plan, the deadline to object to confirmation of the Plan, and received the Combined Notice or the Notice of Non-Voting Status and were properly informed that the Holders of Claims against or Interests in the Debtors that did not check the "Opt Out" box on the applicable Ballot or Opt Out Form, returned in advance of the Voting Deadline would be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the release and discharge of all Claims and Causes of Action against the Debtors and the Released Parties. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, the Notice of Non-Voting Status, and the Combined Notice.

38. The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Combined Notice sent to holders of Claims and Interests and published in the *New York Times*, the *Houston Chronicle*, and the *Baton Rouge Advocate*, and included in the Ballots sent to all Holders of Claims and Interests entitled to vote on the Plan, in each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for a substantial contribution and for the good and valuable consideration provided by the Released Parties that is important to the success of the Plan; (d) a good faith settlement and compromise of the Claims released by the foregoing Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing Third-Party Release.

39. **HOSMex Release**. Article VIII.F of the Plan describes certain releases granted by the Holders of Claims in Class 3, Class 4, Class 5, and Class 6 (the "HOSMex Release"). Specifically, the HOSMex Release serves as a bar on Claims and Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the ABL Credit Agreement, the First Lien Credit Agreement, the Second Lien Credit Agreement, the 2020 Notes Indenture, the 2021 Notes Indenture or agreements related thereto (including, but not limited to, any guarantees by

HOSMex of the obligations under the ABL Credit Agreement, the First Lien Credit Agreement, the Second Lien Credit Agreement, the 2020 Notes Indenture or the 2021 Notes Indenture), to the fullest extent permissible under applicable law. Pursuant to Article IV.I of the Plan, on the Effective Date, except to the extent otherwise provided in the Plan, the ABL Credit Agreement, the First Lien Credit Agreement, the Second Lien Credit Agreement, the 2020 Notes Indenture, the 2021 Notes Indenture shall be cancelled, and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full. Accordingly, the HOSMex Release serves to effectuate the terms of the Plan and is appropriate under these unique circumstances.

40. **Exculpation**. The exculpation, described in Article VIII.G of the Plan (the 'Exculpation"), is appropriate under applicable law because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or postpetition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors' restructuring efforts, including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement, the Chapter 11 Cases, the Equity Rights Offering Documents, the Disclosure Statement, the Plan, any Restructuring Transaction, the pursuit of Confirmation, the pursuit of Consummation, or any contract, instrument, release, or other agreement or document created or entered into in connection therewith, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpation, including its carve-out for actual fraud, gross negligence, or willful misconduct, is consistent with established practice in this jurisdiction and others.

41. **Injunction.** The injunction provision set forth in Article VIII.H of the Plan is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Release, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose.

42. **Retained Causes of Action.** In accordance with and subject to Article VIII.D of the Plan section 1123(b)(3)(B) of the Bankruptcy Code, each Reorganized Debtor, as applicable, shall retain and may enforce all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, attached as Exhibit E(ii) to the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the Effective Date. The provisions regarding the preservation of Causes of Action in the Plan, including the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

43. **Lien Release.** The release and discharge of mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in Article VIII.C of the Plan (the "Lien Release") is necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

*k. Additional Plan Provisions—Section 1123(b)(6)).*

44. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

*l. Cure of Defaults —Section 1123(d).*

45. Article V of the Plan provides for the satisfaction of default claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with respect to assumed Executory Contracts and Unexpired Leases in compliance with section 365(b)(1) of the Bankruptcy Code.

**D. Debtor Compliance with the Bankruptcy Code—Section 1129(a)(2).**

46. The Debtors have complied with the applicable provisions of the Bankruptcy Code and, thus, satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code. Specifically, each Debtor:

i. is an eligible debtor under section 109, and a proper proponent of the Plan under section 1121(a), of the Bankruptcy Code;

ii. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and

iii. complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Bankruptcy Local Rules, any applicable nonbankruptcy law, rule and regulation, the Scheduling Order, and all other applicable law, in transmitting the Solicitation Packages, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

**E. Plan Proposed in Good Faith—Section 1129(a)(3).**

47. The Plan satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtors have proposed the Plan in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the Restructuring Support Agreement, the support of Holders of Claims for the Plan, and the transactions to be implemented pursuant thereto. These Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy with a capital and organizational structure that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources.

48. The Plan is the product of good faith, arm's-length negotiations by and among the Debtors and the Consenting Creditors, among others. The Plan itself and the process leading to its formulation provides independent evidence of the Debtors' and such other parties' good faith, serves the public interest, and assures fair treatment of Holders of Claims and Interests. Consistent with the overriding purpose of chapter 11, the Debtors filed the Chapter 11 Cases with the belief that the Debtors were in need of reorganization, and the Plan was negotiated and proposed with the intention of accomplishing a successful reorganization and maximizing stakeholder value and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

**F. Payment for Services or Costs and Expenses—Section 1129(a)(4).**

49. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

**G. Directors, Officers, and Insiders—Section 1129(a)(5).**

50. The identities of or process for appointment of the Reorganized Debtors' directors and officers proposed to serve after the Effective Date were disclosed (to the extent known) in the Plan and the Plan Supplement. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

**H. No Rate Changes—Section 1129(a)(6).**

51. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

**I. Best Interest of Creditors—Section 1129(a)(7).**

52. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached asExhibit K to the Disclosure Statement and the other evidence related thereto in support of the Plan that was proffered, prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that holders of Allowed Claims and Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

**J. Acceptance by Certain Classes—Section 1129(a)(8).**

53. The Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

**K. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code—Section 1129(a)(9).**

54. The treatment of Allowed Administrative Claims, Professional Claims, and Priority Tax Claims under Article II of the Plan, and of Other Priority Claims under Article III of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

**L. Acceptance by At Least One Impaired Class—Section 1129(a)(10).**

55. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Voting Report, the Voting Classes, each of which is impaired, voted to accept the Plan by the requisite numbers and amounts of Claims and Interests, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code.

**M. Feasibility—Section 1129(a)(11).**

56. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The financial projections attached asExhibit L to the Disclosure Statement and the other evidence supporting Confirmation of the Plan proffered by the Debtors at, or prior to, the Combined Hearing (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

**N. Payment of Fees—Section 1129(a)(12).**

57. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article II.G of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a).

**O. Continuation of Employee Benefits—Section 1129(a)(13).**

58. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Article V.G of the Plan provides that from and after the Effective Date, all retiree benefits, as defined in section 1114 of the Bankruptcy Code, if any, shall continue to be paid in accordance with applicable law.

**P. Non-Applicability of Certain Sections—Sections 1129(a)(14), (15), and (16).**

59. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations.

**Q. "Cram Down" Requirements—Section 1129(b).**

60. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that the Deemed Rejecting Classes have been deemed to reject the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan is fair and equitable with respect to the Deemed Rejecting Classes. The Plan has been proposed in good faith, is reasonable and meets the requirements that (a) no Holder of any Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest and (b) no Holder of a Claim in a Class senior to such Class is receiving more than 100% on account of its Claim. For the avoidance of doubt, the treatment of Debtor Intercompany Claims and Intercompany Interests is appropriate to maintain the Debtors' organizational structure and avoid the unnecessary cost of having to reconstitute that structure. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in the Deemed Rejecting Classes. *Third*, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Classes because similarly situated creditors and interest Holders will receive substantially similar treatment on account of their Claims and Interests irrespective of Class. The Plan may therefore be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

**R. Only One Plan—Section 1129(c).**

61. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan is the only chapter 11 plan filed in each of these Chapter 11 Cases.

**S. Principal Purpose of the Plan—Section 1129(d).**

62. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

**T. Small Business—Section 1129(e).**

63. Section 1129(e) is inapplicable because these Chapter 11 Cases do not qualify as small business cases thereunder.

**U. Good Faith Solicitation—Section 1125(e).**

64. The Debtors, the Released Parties and the Exculpated Parties, have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to support and consummation of the Plan, including the negotiation, execution, delivery, and performance of the Restructuring Support Agreement and the Backstop Commitment Agreement, the extension of financing under the Exit Facilities, the issuance of the New Common Stock and the New Warrants, and solicitation of acceptances of the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

**V. Satisfaction of Confirmation Requirements.**

65. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

**W. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.**

66. Each of the conditions precedent to the Effective Date, as set forth in Article X of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article X of the Plan.

**X. Implementation.**

67. All documents necessary to implement the Plan and all other relevant and necessary documents (including the Restructuring Support Agreement, the Equity Rights Offering Documents, the Exit Facilities Documents, the New Corporate Governance Documents, and the New Warrants Agreements) have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements and shall not be in conflict with any federal or state law.

**Y. Disclosure of Facts.**

68. The Debtors have disclosed all material facts regarding the Plan, including with respect to consummation of the Exit Facilities, the New Corporate Governance Documents and the New Warrants Agreements, and the fact that each Debtor will emerge from its Chapter 11 Case as a validly existing corporation, limited liability company, partnership, or other form, as applicable, with separate assets, liabilities, and obligations.

**Z. Good Faith.**

69. The Debtors and their respective directors, officers, management, counsel, advisors, and other agents have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders. The Plan accomplishes this goal. The Debtors or the Reorganized Debtors, as appropriate, and their respective officers, directors, and advisors have been, are, and will continue to act in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby; and (b) take the actions authorized and directed by this Confirmation Order and the Plan to reorganize the Debtors' businesses and effectuate the Exit Facilities, the New Corporate Governance Documents, the New Warrants Agreements, and the other Restructuring Transactions.

**AA. Essential Element of the Plan.**

70. The Restructuring Support Agreement, Equity Rights Offering Documents, Exit Facilities (including the Specified 1L Exit Fee and the Specified 2L Exit Fee), Exit Facilities Documents, the New Corporate Governance Documents, and the New Warrants Agreements are essential elements of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan. The Debtors have exercised sound business judgment in deciding to pursue and enter into the Restructuring Support Agreement, Equity Rights Offering Documents, Exit Facilities, the New Corporate Governance Documents, and the New Warrants Agreements and have provided adequate notice thereof. The Exit Facilities were negotiated in good faith and at arm's-length, and any credit extended and loans made to the Reorganized Debtors pursuant to the Exit Facilities and any fees and expenses paid thereunder are deemed to have been extended, issued, and made in good faith. The Debtors have provided sufficient and adequate notice of the material terms of the Exit Facilities, the New Corporate Governance Documents, and the New Warrants Agreements to all parties in interest in these Chapter 11 Cases. The execution, delivery, or performance by the Debtors or the Reorganized Debtors, as applicable, of any of the Exit Facilities Documents, the New Corporate Governance Documents, the New Warrants Agreements, and any agreements related thereto and compliance by the Debtors or the Reorganized Debtors, as applicable, with the terms thereof is authorized by, and will not conflict with, the terms of the Plan or this Confirmation Order.

71. In addition, the Management Incentive Plan and Executive Employment Agreements are essential elements of the Plan, are necessary for Confirmation and Consummation of the Plan, and are critical to the overall success and feasibility of the Plan. The Plan provides for the allocation of New Equity to the Management Incentive

Plan. The Debtors disclosed the terms of the Management Incentive Plan in Exhibit G of the Disclosure Statement and the Executive Employment Agreements in Exhibit H of the Disclosure Statement. Allocation of the New Equity pursuant to the Management Incentive Plan is fair and reasonable and is appropriate to align the incentives of the participants with the goals of Reorganized Hornbeck.

**ORDER**

IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

**VI. Approval of Disclosure Statement and Confirmation of Plan**

72. **Disclosure Statement.** The Disclosure Statement is approved in all respects.

73. **Solicitation Procedures.** The Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Packages, and the Solicitation Materials, as set forth in the Scheduling Motion, the Confirmation Brief, and the Voting Report, in soliciting acceptances and rejections of the Plan satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved. The requirement that the Debtors' transmit solicitation packages to Holders of Claims in the Non-Voting Classes in accordance with Bankruptcy Rule 3017(d) is waived.

74. **Tabulation Procedures.** The procedures used for tabulations of votes to accept or reject the Plan as set forth in the Scheduling Motion, the Voting Report, and the Ballots are approved.

75. **Confirmation of the Plan.** The Plan is approved in its entirety and CONFIRMED under section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order.

76. **Objections Overruled.** All objections and all reservations of rights pertaining to approval of the Disclosure Statement and Confirmation of the Plan that have not been withdrawn, waived, or settled are hereby **OVERRULED** and **DENIED** on the merits.

77. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all Holders of Claims who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan.

78. **Binding Effect.** Subject to Article X.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan (including, for the avoidance of doubt, the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether Holders of such Claims or Interests have, or are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

79. **Incorporation by Reference.** The terms and provisions of the Plan and the Plan Supplement are an integral part of this Order and are incorporated by reference herein as if set forth herein. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors and Reorganized Debtors, their Estates and their creditors, and their respective successors and assigns, non-debtor affiliates and any affected third parties, all Holders of Claims and Interests, whether known or unknown, against the Debtors, including, but not limited to any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective affiliates, successors, and assigns. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Confirmation Order does not diminish or impair the effectiveness of enforceability of such article, section, or provision.

80. **Cancellation of Existing Securities and Agreements.** On the Effective Date, except to the extent otherwise provided in the Exit Facilities Documents, the Plan (including, without limitation, under Article IV.I of the Plan), or this Confirmation Order, all notes, instruments, certificates, credit agreements, indentures, and other documents evidencing Claims or Interests, as well as any intercreditor agreements relating to the Debtors' prepetition debt and shareholder rights plans relating to the Debtors' existing Securities, shall be cancelled and the obligations of the Debtors and HOSMex thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, Securities, and other documentation will have no rights arising from or relating to such instruments, Securities, and other documentation (including any guarantees provided by HOSMex), or the cancellation thereof, except the rights provided for pursuant to the Plan or this Confirmation Order.

## VII. Approval of Settlements and Releases

82. **Compromises and Settlements.** In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved under the Plan and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019. The compromises and settlements set forth in the Plan are approved, and will be effective immediately and binding on all parties in interest on the Effective Date.

83. **Discharge and Releases.** The following release, exculpation, discharge and injunction provisions of the Plan are hereby approved and authorized in their entirety, and will be effective and binding on all Persons or Entities to the extent provided therein immediately on the Effective Date without further order or action by the Court, any of the parties to such releases, or any other Entity:

*m.* *Discharge of Claims (Article VIII.B)*

**Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan or voted to reject the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date, except as otherwise specifically provided in the Plan.**

*n. Release of Liens (Article VIII.C)*

**Except (1) with respect to the Liens securing Other Secured Claims that are Reinstated pursuant to the Plan or (2) as otherwise provided in the Plan, the Exit First Lien Facility Documents (to the extent in respect of the DIP Exit First Lien Facility), the Exit Second Lien Facility Documents or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, at the sole cost of and expense of the Reorganized Debtors, and the Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.**

*o. Debtor Release (Article VIII.D)*

**Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all claims, interests, obligations, rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, as applicable, whether known or unknown, foreseen or unforeseen, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or their Estates or Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Facility, the DIP Orders, the ABL Facility, the First Lien Term Loan Facility, the Second Lien Term Loan Facility, the Unsecured Notes, the Chapter 11 Cases, the Restructuring Support Agreement, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, any of the foregoing and related prepetition transactions, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the New Warrant Agreements, the Equity Rights Offering Documents or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, Disclosure Statement, the New Corporate Governance Documents, the New Warrant Agreements, the Equity Rights Offering, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any**

**other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing or in this Plan, the releases set forth above do not release (1) any post-Effective Date obligations of any Person or other Entity under the Plan, the Confirmation Order, any Restructuring Transaction, the Exit Facilities Documents (including without limitation the Specified 1L Exit Fee and the Specified 2L Exit Fee), the Equity Rights Offering Documents, the New Corporate Governance Documents, the New Warrant Agreements, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan or (2) any Retained Causes of Action.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the foregoing Debtor release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the foregoing Debtor release; (c) in the best interests of the Debtors and their Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the foregoing Debtor release.**

*p. Third-Party Release (Article VIII.E)*

**Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, in law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Facility, the DIP Orders, the ABL Facility, the First Lien Term Loan Facility, the Second Lien Term Loan Facility, the Unsecured Notes, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, any of the foregoing (including, but not limited to, any guarantees by any Non- Debtor Affiliate of the obligations under the ABL Facility, the First Lien Term Loan Facility, the Second Lien Term Loan Facility or the Unsecured Notes) and, as applicable, the Restructuring Support Agreement and related prepetition**

**transactions, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the New Warrant Agreements, the Equity Rights Offering Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, Disclosure Statement, the New Corporate Governance Documents, the New Warrant Agreements, the Plan, the Equity Rights Offering (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing or in this Plan, the releases set forth above do not release any post-Effective Date obligations of any Person or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, the Exit Facilities Documents (including without limitation the Specified 1L Exit Fee and the Specified 2L Exit Fee), the Equity Rights Offering Documents, the New Corporate Governance Documents, the New Warrant Agreements, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the foregoing Third- Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for a substantial contribution and for the good and valuable consideration provided by the Released Parties that is important to the success of the Plan; (d) a good faith settlement and compromise of the Claims released by the foregoing Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing Third-Party Release.**

*q. Releases of HOSMex by Holders of Claims in Class 3, Class 4, Class 5 and Class 6 (Article VIII.F)*

**Except as provided in the Exit First Lien Facility Documents (to the extent in respect of the DIP Exit First Lien Facility) or the Exit Second Lien Facility Documents, as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the substantial contributions of HOSMex to facilitate and implement the Plan, to the fullest extent permissible under applicable law, each Holder of a Claim in Class 3, Class 4, Class 5 or Class 6 (whether or not such Holder voted to reject the Plan or abstained from voting on the Plan) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged HOSMex from any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities, including any derivative Claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the ABL Credit Agreement, the First Lien Credit Agreement,**

**the Second Lien Credit Agreement, the 2020 Notes Indenture, the 2021 Notes Indenture or agreements related thereto (including, but not limited to, any guarantees by HOSMex of the obligations under the ABL Credit Agreement, the First Lien Credit Agreement, the Second Lien Credit Agreement, the 2020 Notes Indenture or the 2021 Notes Indenture), and any acts or omissions by HOSMex in connection therewith; provided that this Article VIII.F shall not be construed to release HOSMex from (a) gross negligence, willful misconduct, or fraud as determined by Final Order or (b) any post-Effective Date obligations of HOSMex under the Plan, the Confirmation Order, any Restructuring Transaction, the Exit Facilities Documents (including without limitation the Specified 1L Exit Fee and the Specified 2L Exit Fee), the Equity Rights Offering Documents, the New Corporate Governance Documents, the New Warrant Agreements, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

*r.* *Exculpation (Article VIII.G)*

**Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, the Chapter 11 Cases, the Equity Rights Offering Documents, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion), except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.**

*s.* *Injunction (Article VIII.H)*

**Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after**

**the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action released or settled or subject to exculpation pursuant to the Plan.**

**Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.H.**

84. Notwithstanding anything to the contrary in the Plan, Article VIII.D and Article VIII.E shall not release the Released Parties from claims related to any act or omission that is determined to have constituted gross negligence, willful misconduct, or actual fraud as determined by Final Order of a court of competent jurisdiction, but in all respects such Entities shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

85. The Court shall retain exclusive jurisdiction for determining whether any claim or cause of action relating to an act or omission that is alleged to have constituted gross negligence, willful misconduct, or actual fraud may proceed notwithstanding Article VIII of the Plan and this Order. Notwithstanding the carve-out from the release provisions for gross negligence, willful misconduct, or actual fraud, no person may assert any lawsuit or cause of action (including a lawsuit or cause of action for gross negligence, willful misconduct, or actual fraud) against any party that is released under this Order without obtaining prior authorization from the Bankruptcy Court to assert such a claim, which authorization shall be sought by a motion, subject to notice and hearing. At any such hearing, the movant must prove by a preponderance of the evidence that such claim is a bona fide claim and conforms with the exceptions to the release provisions in this Order.

86. Except as otherwise provided in the Exit Facilities Documents, to the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf shall hereby be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to

release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases. The presentation or filing of this Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

**VIII. Implementation of the Plan**

83. **Authorization to Consummate.** The Debtors are authorized to consummate the Plan after the entry of this Confirmation Order subject to satisfaction or waiver (by the Required Consenting Creditors and the Required Commitment Parties) of the conditions precedent to the Effective Date set forth in Article X.A of the Plan as set forth in Article X.B of the Plan. The Debtors or Reorganized Debtors, as applicable, are hereby authorized, immediately upon entry of this Confirmation Order, to enter into and effectuate the Restructuring Transactions and may take any actions as may be necessary or appropriate to effect a corporate restructuring of their respective businesses or a corporate restructuring of the overall corporate structure of the Reorganized Debtors, as and to the extent provided in the Plan. To the extent not approved by the Court previously, entry of this Confirmation Order shall be deemed approval of the Restructuring Transactions (including the transactions and related agreements contemplated thereby, including by the Restructuring Support Agreement, the Equity Rights Offering Documents, the Exit Facilities Documents, the New Corporate Governance Documents and the New Warrant Agreements, as the same may be modified in accordance with the Restructuring Support Agreement from time to time prior to the Effective Date), and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or the Reorganized Debtors, as applicable, in connection therewith (including all actions in connection with the Exit Facilities Documents, the New Corporate Governance Documents, and the New Warrants Agreements) are hereby effective and authorized to be taken.

84. **Distributions.** The procedures governing distributions contained in Article VI of the Plan are approved in their entirety.

85. **Equity Rights Offering**. On and after the Effective Date, the Equity Rights Offering Documents shall constitute legal, valid, and binding obligations of the Reorganized Debtors and be enforceable in accordance with their respective terms. All of the New Equity and New Warrants to be granted in accordance with the terms of the Equity Rights Offering Documents shall (a) be duly authorized, validly issued, fully paid, and non-assessable consistent with the terms of the New Corporate Governance Documents and (b) not be subject to avoidance or recharacterization for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable nonbankruptcy law. All shares of New Equity and New Warrants issued and distributed pursuant to the Plan, including New Equity issued pursuant to the Equity Rights Offering and New Equity issuable upon exercise of the New Warrants, will be issued and distributed without registration under the Securities Act or any similar federal, state, or local law in reliance upon either (a) section 1145 of the Bankruptcy Code or (b) section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. Should the Reorganized Debtors elect, on or after the Effective Date, to reflect all or any portion of the ownership of the New Equity and New Warrants through the facilities of DTC, the Reorganized Debtors shall not be required to provide any further evidence other than the Plan or Final Order with respect to the treatment of such applicable portion of the New Equity and New Warrants, and such Plan or Final Order shall be deemed to be legal and binding obligations of the Reorganized Debtors in all respects.

86. **Exit Facilities**. The Exit Facilities and the terms of the Exit Facilities Documents are approved in all respects. The Debtors or the Reorganized Debtors, as applicable, are authorized, without further notice to or order of the Court, to (i) execute and deliver those documents and agreements necessary or appropriate to pursue or obtain the Exit Facilities, including the Exit Facilities Documents, and incur and pay any fees and expenses in connection therewith, and (ii) act or take action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Debtors or the Reorganized Debtors, as applicable, may deem to be necessary to consummate the Exit Facilities. As of the Effective Date, the Liens granted or contemplated by the Exit Facilities Documents shall constitute valid, binding, enforceable, and automatically perfected Liens in the collateral specified in the Exit Facilities Documents. The holder(s) of Liens under the Exit Facilities Documents or the agents under the Exit Facilities are authorized to file with the appropriate authorities

mortgages, financing statements and other documents, and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The guarantees, mortgages, pledges, Liens, and other security interests granted to secure the obligations arising under the Exit Facilities Documents have been granted in good faith, for legitimate business purposes, and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable nonbankruptcy law, and the priorities of such Liens and security interests shall be as set forth in the Exit Facilities Documents. The Reorganized Debtors and the persons and entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

87. The requirement that the Debtors conduct a marketing process to raise a Third-Party Exit First Lien Facility as set forth in Article II.A of the Plan is waived, with the consent of the Required DIP Lenders and the Consenting Creditors in accordance with the Plan.

**88. New Corporate Governance Documents and the New Warrant Agreements.** The terms of any New Corporate Governance Documents and New Warrant Agreements as set forth in the Plan Supplement are approved in all respects. To the extent any New Corporate Governance Document is not attached to the Plan Supplement as of the entry of this Confirmation Order, such New Corporate Governance Document shall be filed with the Court prior to the Effective Date, and such New Corporate Governance Document is approved to the extent it is consistent with this Confirmation Order, the Plan, the Plan Supplement, and the Restructuring Support Agreement (including any applicable consent rights therein). The obligations of the applicable Reorganized Debtors related thereto, will, upon execution, constitute legal, valid, binding, and authorized obligations of each of the Debtors or Reorganized Debtors, as applicable, enforceable in accordance with their terms and not in contravention of any state or federal law. On the Effective Date, without any further action by the Court or the directors, officers, or equity holders of any of the Reorganized Debtors, each Reorganized Debtor, as applicable, will be and is authorized to enter into the New Corporate Governance Documents, the New Warrants Agreements, and all related documents, to which such Reorganized Debtor is contemplated to be a party on the Effective Date. In addition, on the Effective Date, without any further action by the Court or the directors, officers or equity holders of any of the Reorganized Debtors, each applicable Reorganized Debtor will be and is authorized to: (a) execute, deliver, file, and record any other contracts, assignments, certificates, instruments, agreements, guaranties, or other documents executed or delivered in connection with the New Corporate Governance Documents and the New Warrants Agreements; (b) issue the New Equity and the New Warrants (including the New Equity that may be issuable upon exercise of the New Warrants); (c) perform all of its obligations under the New Corporate Governance Documents and the New Warrants Agreements; and (d) take all such other actions as any of the responsible officers of such Reorganized Debtor may determine are necessary, appropriate or desirable in connection with the consummation of the transactions contemplated by the New Corporate Governance Documents and the New Warrants Agreements. Notwithstanding anything to the contrary in this Confirmation Order or Article XII of the Plan, after the Effective Date, any disputes arising under the New Corporate Governance Documents and the New Warrants Agreements will be governed by the jurisdictional provisions therein.

89. **No Action Required.** Under the provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act, section 1142(b) of the Bankruptcy Code, and any other comparable provisions under applicable law, no action of the respective directors, equity holders, managers, or members of the Debtors is required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions, and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including the Exit Facilities Documents, the New Corporate Governance Documents, the New Warrants Agreements, and the appointment and election of the members of the Reorganized Hornbeck Board and the officers, directors, and/or managers of each of the Reorganized Debtors.

90. **Documents, Mortgages, and Instruments.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, including the Restructuring Transactions, and this Confirmation Order.

91. **Continued Effect of Stays and Injunction.** Unless otherwise provided in the Plan or this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code or any order of the Court that is in existence upon entry of this Confirmation Order shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

92. **Nonseverability of Plan Provisions Upon Confirmation.** Each provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable; *provided* that any such deletion or modification must be consistent with the Restructuring Support Agreement and all other applicable consents or consultation rights set forth in the Plan; and (c) nonseverable and mutually dependent.

93. **Post-Confirmation Modifications.** Without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan (subject to the applicable consents or consultation rights set forth therein) and the Restructuring Support Agreement. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan and the Restructuring Support Agreement, the Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article XI.A of the Plan.

94. **Applicable Nonbankruptcy Law.** The provisions of this Confirmation Order, the Plan and related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

95. **Governmental Approvals Not Required.** This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state, federal, or other governmental authority with respect to the dissemination, implementation, or consummation of the Plan and the Disclosure Statement, any certifications, documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Plan and the Disclosure Statement.

## IX. Special Provisions

96. **Definition of "Allowed" and "Disputed".** The definitions of "Allowed" and "Disputed" set forth in the Plan shall be replaced in their entirety with the following:

> "Allowed" means, as to a Claim or Interest, a Claim or Interest allowed under the Plan, under the Bankruptcy Code, or by a Final Order (including the DIP Financing Orders) as applicable.
>
> "Disputed" means, as to a Claim or an Interest, any Claim or Interest: (a) that is not Allowed; (b) that is not disallowed by the Plan, the Bankruptcy Code, or a Final Order, as applicable; (c) as to which a dispute is being adjudicated by a court of competent jurisdiction in accordance with non-bankruptcy law; or (d) that is Filed in the Bankruptcy Court and not withdrawn, as to which a timely objection or request for estimation has been Filed.

97. **Provisions Regarding the United States.** Notwithstanding any provision in the Plan, this Confirmation Order or any implementing Plan documents (collectively, "Plan Documents"):

> Nothing discharges or releases the Debtors, the Reorganized Debtors, or any non-debtor from any right, claim, liability or cause of action of the United States or any State, or impairs the ability of the United States or any State to pursue any claim, liability, right, defense, or cause of action against any Debtor, Reorganized Debtor or non-debtor. Contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests of or with the United States or any State shall be, subject to any applicable legal or equitable rights or defenses of the Debtor or Reorganized Debtor under applicable non- bankruptcy law, paid, treated, determined and administered in the ordinary course of business as if the Debtor's bankruptcy case was never filed and the Debtor and the Reorganized Debtor shall comply with all applicable non-bankruptcy law. All claims, liabilities, rights, causes of action, or defenses of or to the United States or any State shall survive the Chapter 11 Case as if it had not been commenced and be determined in the ordinary course of business, including in the manner and by the administrative or judicial tribunals in which such rights, defenses, claims, liabilities, or causes of action would have been resolved or adjudicated if the Chapter 11 Case had not been commenced; *provided*, that nothing in the Plan Documents shall alter any legal or equitable rights or defenses of the Debtors or the Reorganized Debtors under non-bankruptcy law with respect to any such claim, liability, or cause of action. Without limiting the foregoing, for the avoidance of doubt, nothing shall: (i) require the United States or any State to file any proofs of claim or administrative expense claims in the Chapter 11 Case for any right, claim, liability, defense, or cause of action; (ii) affect or impair the exercise of the United States' or any State's police and regulatory powers against the Debtor, the Reorganized Debtor or any non-debtor; (iii) be interpreted to set cure amounts or to require the United States or any State to novate or otherwise consent to the transfer of any federal or state contracts, purchase orders, agreements, leases, covenants, guaranties, indemnifications, operating rights agreements or other interests; (iv) affect or impair the United States' or any State's rights and defenses of setoff and recoupment, or ability to assert setoff or recoupment against the Debtor or the Reorganized Debtor and such rights and defenses are expressly preserved; (v) constitute an approval or consent by the United States or any State without compliance with all applicable legal requirements and approvals under non-bankruptcy law; or (vi) relieve any party from compliance with all licenses and permits issued by governmental units in accordance with non-bankruptcy law.

98. **Provisions Regarding SEC**. Notwithstanding any provision herein to the contrary, no provision of the Plan, or any order confirming the Plan, (i) releases any non-debtor person or entity (including any Released Party) from any Claim or cause of action of the United States Securities and Exchange Commission (the "SEC"); or, (ii) enjoins, limits, impairs, or delays the SEC from commencing or continuing any Claims, causes of action, proceedings, or investigations against any non-debtor person or entity (including any Released Party) in any forum.

99. **Provisions Regarding Texas Comptroller**. The following provisions of this Confirmation Order will govern the treatment of the Texas Comptroller of Public Accounts (the "Texas Comptroller") concerning the duties and responsibilities of the Debtors and the Reorganized Debtors relating to unclaimed property presumed abandoned before the Petition Date (the "Texas Unclaimed Property") under Texas Property Code, Title 6, Chapters 72-76 and other applicable Texas laws (the "Texas Unclaimed Property Laws"):

> On or within thirty (30) days after the Effective Date, the Debtors shall review their books and records and turn over to the Texas Comptroller any known Texas Unclaimed Property presumed abandoned before the Petition Date and reflected in property reports delivered by the Debtors to the Texas Comptroller under the Texas Unclaimed Property Laws (the "Reported Unclaimed Property"). With respect to such Reported Unclaimed Property, the Texas Comptroller will not seek payment of any interest or penalty by the Debtors or the Reorganized Debtors.
>
> Notwithstanding section 362 of the Bankruptcy Code and the injunction contained in Article VII.H of the Plan, after the Effective Date, the Texas Comptroller and its agents may commence an audit of the Debtors in accordance with the Texas Unclaimed Property Laws (the "Texas

Unclaimed Property Audit") and pursue recovery of any unremitted Texas Unclaimed Property identified pursuant to the Texas Unclaimed Property Audit. The Debtors and the Reorganized Debtors shall fully cooperate with the Auditors to enable them to accurately and timely perform the Texas Unclaimed Property Audit by making the entities' employees, professionals, books, and records available.

The Debtors' rights and defenses with respect to any allegations and claims asserted against the Debtors arising from or relating to the Texas Unclaimed Property Audit are hereby reserved; provided, however, that upon agreement between the Debtors or the Reorganized Debtors and the Texas Comptroller or a final nonappealable determination by a court or other tribunal with jurisdiction as to the amount of unremitted Texas Unclaimed Property, if any, that is due in connection with the Texas Unclaimed Property Audit, the Debtors or the Reorganized Debtors shall turn over such unremitted Texas Unclaimed Property to the Texas Comptroller.

The Texas Comptroller may amend any Proofs of Claim in these Chapter 11 Cases following the Effective Date as a result of the filing of any property reports or in the ordinary course of the Unclaimed Property Audit.

**100. Provisions regarding Gulf Island Shipyards, LLC and Zurich American Insurance Company and Fidelity and Deposit Company of Maryland.**

Gulf Island Shipyards, LLC ("Gulf Island"), and Debtor Hornbeck Offshore Services, LLC ("HOS"), are parties to two Vessel Construction Agreements (the "Vessel Construction Agreements"), each originally executed in May 2013 and since amended from time to time, for the construction of two vessels (the "Vessels"). Gulf Island has asserted, among other things, a UCC security interest and Louisiana possessory and statutory liens in the Vessels (the "Gulf Island Security Interests"). Two surety performance bonds were executed in connection with the Vessel Construction Agreements (the "Surety Bonds"), with Gulf Island as the principal obligor, HOS as the obligee, and Zurich American Insurance Company and Fidelity and Deposit Company of Maryland (collectively, the "Sureties") as the sureties. Gulf Island, HOS, and the Sureties are parties to an action commenced on October 2, 2018, and pending as Case No. 2018 14866, Division "D" in the Twenty-Second Judicial District Court, Parish of St. Tammany, State of Louisiana (the "State Court Action") regarding claims and counterclaims (reconventional demands) associated with the Vessel Construction Agreements and the Surety Bonds. HOS has commenced Adversary Proceeding 20- 03180 (the "Turnover Proceeding") seeking turnover of the Vessels pursuant to section 542(a) of the Bankruptcy Code. All Causes of Action by and of Gulf Island and the Sureties against HOS, and all Causes of Action by and of HOS against Gulf Island and the Sureties, are disputed.

All Claims (including Claims in respect of or arising out of Causes of Action) of Gulf Island and the Sureties against the Debtors are Disputed Claims. Notwithstanding any provision of the Plan (including any Plan Supplement) to the contrary, to the extent Allowed (as shall be determined, resolved, or adjudicated, as the case may be, in the State Court Action, including, without limitation, any appeals therefrom, in a manner as if the Chapter 11 Cases had not been commenced) all Claims (including Claims in respect of or arising out of Causes of Action) of Gulf Island and the Sureties against the Debtors shall not be impaired under the Plan (including any Plan Supplement) as provided for in section 1124 of the Bankruptcy Code, and this Confirmation Order and the Plan (including any Plan Supplement) shall leave unaltered the legal, equitable, and contractual rights to which such Claims entitle Gulf Island and/or the Sureties as holders of such Claims. For the avoidance of doubt, all legal, equitable, and/or contractual rights (including, without limitation, with respect to postpetition interest, and any rights of setoff and recoupment), remedies, claims, causes of action, defenses, obligations, security interests, liens and privileges (including, without limitation, any Security, Security Agreement, Security Interest (each as defined in the Bankruptcy Code) or Lien (as defined in the Plan), if any, of Gulf Island and/or the Sureties), whether secured or unsecured, contingent or matured, liquidated or unliquidated, of the Debtors (including the Reorganized Debtors), Gulf Island and/or the Sureties relating to the Vessel

Construction Agreements, the Vessels, the Gulf Island Security Interests and/or the Surety Bonds, including all claims, counterclaims (including reconventional demands) and defenses (including affirmative defenses) that have been or may be asserted in the State Court Action or Turnover Proceeding are hereby, and shall be preserved, and shall not be satisfied, released, discharged, enjoined, expanded, or otherwise affected by this Confirmation Order or the Plan (including the Plan Supplement); provided that nothing in this Confirmation Order or the Plan (including the Plan Supplement) shall be deemed to constitute a finding of the existence of or adjudication of any such right, remedy, claim, cause of action, defense, obligation, security interest, lien or privilege, which shall be reserved for adjudication in the State Court Action or Turnover Proceeding, as applicable; provided further that the Debtors or Reorganized Debtors, as applicable, do not reserve the right under the Plan to reject the Vessel Construction Agreements. For the avoidance of doubt, neither Gulf Island nor the Sureties are required to file any proof of claim or file any objection or notice to the Plan to preserve such rights, remedies, claims, causes of action, defenses, obligations, security interests, liens or privileges.

Nothing herein shall affect the right of HOS to proceed with its Turnover Proceeding seeking the turnover of the Vessels or the right and authority of the Court to adjudicate HOS' turnover action. All Parties specifically reserve all rights and defenses that each may have with respect to the Turnover Proceeding.

For the avoidance of doubt, the Gulf Island Security Interests is the "Specified Lien" identified in the Restructuring Term Sheet, the Exit First Lien Term Sheet and the Exit Second Lien Term Sheet; provided that such identification is subject in all respects to the preservation of rights set forth in this paragraph 100.

**X. Notice**

*101*. The Debtors shall cause to be served a notice of the entry of this Confirmation Order and occurrence of the Effective Date upon all parties listed in the creditor matrix no later than five (5) business days after the Effective Date. The Debtors shall cause the confirmation notice (the "Confirmation Notice"), attached hereto as Exhibit B, to be published in the *New York Times*, the *Houston Chronicle,* and the *Baton Rouge Advocate* within seven (7) business days after the Effective Date. The Confirmation Notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Order and the occurrence of the Effective Date.

**XI. Waiver of Certain Filings**

102. As of the date of this Confirmation Order, the requirement that the Debtors file schedules of assets and liabilities, the statements of financial affairs, and the initial reports of financial information in respect of entities which their chapter 11 estates hold a controlling interest, as set forth in Bankruptcy Rule 2015.3, is hereby waived.

103. The United States trustee is ordered that it need not convene a meeting of creditors or equity security holders pursuant to section 341 of the Bankruptcy Code.

**XII. Exclusivity Periods Extended**

104. The Debtors' exclusivity period to file a chapter 11 plan for each Debtor is extended through and including the earlier of the Effective Date and December 15, 2020. The Debtors' exclusivity period to solicit acceptances of a chapter 11 plan for each Debtor is extended through and including the earlier of the Effective Date and January 14, 2021.

**XIII. The Debtors' Period to Assume or Reject Unexpired Leases Under Section 365(d)(4) of the Bankruptcy Code is Extended**

105. The period to assume or reject an unexpired lease for nonresidential real property under which a Debtor is the lessee will be deemed to be extended to the earlier of the Effective Date or December 15, 2020, pursuant to section 365(d)(4) of the Bankruptcy Code, without such Debtor being required to file a motion with this Court.

**XIV. Miscellaneous**

106. **Failure of Consummation**. If Consummation does not occur for a Debtor, the Plan shall be null and void in all respects as to such Debtor and nothing contained in the Plan, the Disclosure Statement, or Restructuring Support Agreement as to such Debtor shall: (1) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (2) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (3) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity.

107. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101(2) of the Bankruptcy Code.

108. **Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. If there is any inconsistency between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order govern and control.

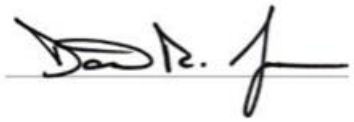
109. **Termination of Challenge Period.** The Challenge Period (as defined in the Final DIP Order) for all parties in interest is terminated as of the first date of the Combined Hearing, and the stipulations, admissions, findings, and releases contained in the DIP Orders shall be binding on the Debtors' estates and all parties in interest.

**XV. Final Order**

110. Notwithstanding Bankruptcy Rule 3020(e) or 6004, the terms and conditions of this Order will be effective and enforceable immediately and not subject to any stay.

111. This Confirmation Order is a Final Order and the period within which an appeal must be filed commences upon the entry hereof.

**Signed: June 19, 2020.**



**DAVID R. JONES**
**UNITED STATES BANKRUPTCY JUDGE**

**Exhibit A**

**Plan**

**SOLICITATION VERSION**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| HORNBECK OFFSHORE SERVICES, INC., *et al*.,[1] | ) | Case No. 20-32679 (DRJ) |
| Debtors. | ) | (Jointly Administered) |

# DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION

**THIS CHAPTER 11 PLAN IS BEING SOLICITED FOR ACCEPTANCE OR REJECTION IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126. THIS CHAPTER 11 PLAN WILL BE SUBMITTED TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING SOLICITATION AND THE DEBTORS' FILING FOR CHAPTER 11 BANKRUPTCY.**


**JACKSON WALKER L.L.P.**
Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy M. Peguero (TX Bar No. 24102776)
Jennifer F. Wertz (TX Bar No. 24072822)
Veronica A. Polnick (TX Bar No. 24079148)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713)752-4200
Facsimile: (713)752-4221

Email: mcavenaugh@jw.com
kpeguero@jw.com
jwertz@jw.com
vpolnick@jw.com

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**KIRKLAND & ELLIS LLP**
**KIRKLAND & ELLIS INTERNATIONAL LLP**
Edward O. Sassower, P.C. (*pro hac vice* pending)
Ameneh M. Bordi (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212)446-4800
Facsimile: (212)446-4900
Email: edward.sassower@kirkland.com
ameneh.bordi@kirkland.com

-and-

Ryan Blaine Bennett, P.C. (*pro hac vice* pending)
Benjamin M. Rhode (*pro hac vice* pending)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: ryan.bennett@kirkland.com
benjamin.rhode@kirkland.com

*Proposed Co-Counsel to the Debtors and Debtors in Possession*


[1] A complete list of the Debtor entities will be available following commencement of the Chapter 11 Cases on the website of the Debtors' proposed claims and noticing agent at http://cases.stretto.com/hornbeck. The location of the Debtors' service address is: 8 Greenway Plaza, Suite 1525, Houston, Texas 77046.

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## INTRODUCTION

Hornbeck Offshore Services, Inc. and its affiliated debtors and debtors in possession in the Chapter 11 Cases, Hornbeck Offshore Services, Inc, Energy Services Puerto Rico, HOI Holding, LLC, Hornbeck Offshore International, LLC, Hornbeck Offshore Navegacao, Ltda., Hornbeck Offshore Operators, LLC, Hornbeck Offshore Services, LLC, Hornbeck Offshore Transportation, LLC, Hornbeck Offshore Trinidad & Tobago, LLC, HOS de Mexico II, S. de R.L. de C.V., HOS de Mexico, S. de R.L. de C.V., HOS Holding, LLC, HOS Port, LLC, and HOS-IV, LLC (each a "**Debtor**" and, collectively, the "**Debtors**")[2] propose this joint prepackaged Plan of reorganization for the resolution of the outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used in the Plan and not otherwise defined shall have the meanings set forth in Article I.A of this Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors.

Reference is made to the Disclosure Statement, for a discussion of the Debtors' history, businesses, historical financial information, valuation, liquidation analysis, projections, and operations as well as a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY, PARTICULARLY HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

## ARTICLE I.
## DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

*A. Defined Terms*

1. "*2020 Notes*" means the 5.875% Senior Notes due 2020, issued pursuant to the 2020 Notes Indenture.

2. "*2020 Notes Claim*" means any Claim arising under, derived from, or based upon the 2020 Notes and the 2020 Notes Indenture.

3. "*2020 Notes Indenture*" means that certain indenture dated as of March 16, 2012, as amended, for the 2020 Notes by and among Hornbeck, each of the guarantors party thereto, and the 2020 Notes Indenture Trustee.

4. "*2020 Notes Indenture Trustee*" means Wilmington Trust, National Association, acting through such of its affiliates or branches as it may designate, in its capacity as indenture trustee under the 2020 Notes Indenture, or any indenture trustee as permitted by the terms set forth in the 2020 Notes Indenture.

5. "*2021 Notes*" means the 5.000% Senior Notes due 2021, issued pursuant to the 2021 Notes Indenture.

6. "*2021 Notes Claim*" means any Claim arising under, derived from, or based upon the 2021 Notes and the 2021 Notes Indenture.

[2] The Plan is not being proposed with respect to Affiliate HOS Wellmax Services, LLC.

7. "*2021 Notes Indenture*" means that certain indenture dated as of March 28, 2013, as amended, for the 2021 Notes by and among Hornbeck, the guarantors party thereto, and the 2021 Notes Indenture Trustee.

8. "*2021 Notes Indenture Trustee*" means Wilmington Trust, National Association, acting through such of its affiliates or branches as it may designate, in its capacity as indenture trustee under the 2021 Notes Indenture, or any indenture trustee as permitted by the terms set forth in the 2021 Notes Indenture.

9. "*ABL Agent*" means Wilmington Trust, National Association, acting through such of its affiliates or branches as it may designate, as collateral agent and administrative agent to the ABL Credit Agreement, or any administrative agent as permitted by the terms set forth in the ABL Credit Agreement.

10. *"ABL Claim*" means any Claim derived from, based upon, or arising under the ABL Credit Agreement, including without limitation, the ABL Redemption Fee.

11. "*ABL Credit Agreement*" means the Senior Credit Agreement, dated as of June 28, 2019, amended by that certain First Amendment, dated as of January 17, 2020, among Hornbeck, each of the guarantors from time to time party thereto, each of the lenders, and the ABL Agent, and amended by that certain Second Amendment, dated as of February 29, 2020, among Hornbeck, each of the guarantors from time to time party thereto, each of the lenders from time to time party thereto, and the ABL Agent.

12. "*ABL Facility*" means that $50.0 million senior secured asset-based revolving credit facility pursuant to the ABL Credit Agreement.

13. "*ABL Redemption Fee*" means the Annual Collateral Eligibility Fee under the Senior Credit Agreement Fee Letter, dated June 28, 2019, entered into in connection with the ABL Credit Agreement, which fee is earned, due and payable as a result of the Chapter 11 Cases upon the Petition Date and which shall constitute an Allowed ABL Claim in the amount of $3 million.

14. "*Accredited Investor*" means an "accredited investor" as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

15. "*Administrative Claim*" means a Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date until and including the Effective Date of preserving the Estates and operating the Debtors' businesses; and (b) Allowed Professional Fee Claims.

16. "*Affiliate*" has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity were a debtor in a case under the Bankruptcy Code.

17. "*Agent*" means any agent, collateral agent, or other agent or similar entity under the ABL Credit Agreement, First Lien Credit Agreement, Second Lien Credit Agreement, or DIP Credit Agreement.

18. "*Agents/Trustees*" means, collectively, each of the Agents and the Unsecured Notes Indenture Trustees.

19. "*Allowed*" means with respect to any Claim or Interest, except as otherwise provided in the Plan: (a) a Claim that either (i) is not Disputed or (ii) has been allowed by a Final Order; (b) a Claim that is allowed, compromised, settled, or otherwise resolved (i) pursuant to the terms of the Plan, (ii) in any stipulation that is approved by the Bankruptcy Court by a Final Order, or (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection herewith; (c) a Claim relating to a rejected Executory Contract or Unexpired Lease that either (i) is not a Disputed Claim or (ii) has been allowed by a Final Order; or (d) a Claim or Interest as to which a Proof of Claim or Proof of Interest, as applicable, has been timely Filed and as to which no objection has been Filed.

20. "*Assumed Executory Contract and Unexpired Lease List*" means, if applicable, the list, as determined by the Debtors or the Reorganized Debtors, as applicable, of Executory Contracts and/or Unexpired Leases that will be assumed by the Reorganized Debtors, which list, as may be amended from time to time, shall be included in the Plan Supplement; *provided* that such list shall be in form and substance acceptable to the Required Consenting Creditors

21. "*Assumed Executory Contracts and Unexpired Leases*" means those Executory Contracts and Unexpired Leases to be assumed by the applicable Reorganized Debtors as set forth on the Assumed Executory Contract and Unexpired Lease List or in the Plan, subject to the consent of the Required Consenting Creditors.

22. "*Avoidance Actions*" means any and all actual or potential avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar local state, federal or foreign statutes and common law, including fraudulent transfer or conveyance laws.

23. "*Backstop Commitment Agreement*" means that certain backstop commitment agreement, dated as of May 13, 2020, by and among the Commitment Parties and Hornbeck, as may be amended, supplemented, or modified from time to time in accordance with the terms thereof and subject to the Consenting Creditor Approval Rights, setting forth, among other things, the terms and conditions of the Equity Rights Offering and the Backstop Commitments.

24. "*Backstop Commitment Premium*" a nonrefundable premium in an aggregate amount equal to 5.0% of the Rights Offering Amount (as defined in the Backstop Commitment Agreement) which shall be paid to the Commitment Parties (i) in New Equity (or New Jones Act Warrants issued in lieu thereof in accordance with Article IV.C.4) (which shall be subject to dilution by the Management Incentive Plan and the exercise of the New Creditor Warrants) by the Reorganized Debtors on the Effective Date or (ii) if the Backstop Commitment Agreement is terminated prior to the Effective Date, in Cash by Hornbeck upon termination of the Backstop Commitment Agreement, in each case in accordance with the terms of the Backstop Commitment Agreement.

25. "*Backstop Commitments*" means the commitments, on the terms set forth in the Backstop Commitment Agreement, of the Commitment Parties to backstop the Equity Rights Offering.

26. "*Ballot*" means a ballot accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process.

27. "*Bankruptcy Code*" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

28. "*Bankruptcy Court*" means the United States Bankruptcy Court for the Southern District of Texas or such other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of the reference under 28 U.S.C. § 157, the United States District Court for the District of Texas.

29. "*Bankruptcy Rules*" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court, as now in effect or hereafter amended.

30. "*Business Day*" means any day, other than a Saturday, Sunday, or a legal holiday, as defined in Bankruptcy Rule 9006(a).

31. "*Cash*" or "*$*" means the legal tender of the United States of America or the equivalent thereof, including bank deposits, checks, and cash equivalents, as applicable.

32. "*Causes of Action*" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state or foreign law fraudulent transfer or similar claim.

33. "*Chapter 11 Cases*" means the procedurally consolidated cases filed or to be filed (as applicable) for Hornbeck and its affiliated Debtors in the Bankruptcy Court under chapter 11 of the Bankruptcy Code.

34. "*Claim*" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors, whether or not assessed or Allowed.

35. "*Claims Register*" means the official register of Claims against and Interests in the Debtors maintained by the Solicitation Agent.

36. "*Class*" means a category of Holders of Claims or Interests under section 1122(a) of the Bankruptcy Code.

37. "*CM/ECF*" means the Bankruptcy Court's Case Management and Electronic Case Filing system.

38. "*Combined Hearing*" means the hearing to be held by the Bankruptcy Court pursuant to Bankruptcy Rule 3020(b)(2) and section 1128 of the Bankruptcy Code, including any adjournments thereof, at which the Bankruptcy Court will consider confirmation of the Plan and approval of the Disclosure Statement.

39. "*Commitment Parties*" means, at any time and from time to time, the parties that have committed to backstop the Equity Rights Offering and are signatories to the Backstop Commitment Agreement, solely in their capacities as such, to the extent provided in the Backstop Commitment Agreement.

40. "*Confirmation*" means entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

41. "*Confirmation Date*" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

42. "*Confirmation Objection Deadline*" means the deadline by which objections to confirmation of the Plan must be received by the Debtors.

43. "*Confirmation Order*" means the order of the Bankruptcy Court confirming the Plan under section 1129 of the Bankruptcy Code and approving the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code, which shall be in form and substance satisfactory to the Required Consenting Creditors.

44. "*Consenting ABL Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

45. "*Consenting Creditor Approval Rights*" means any and all consultation, information, notice, approval and consent rights of the Consenting Creditors, the Commitment Parties and/or the DIP Lenders set forth in the Restructuring Support Agreement, the Backstop Commitment Agreement, the DIP Facility Documents or any other Definitive Document with respect to the form and substance of this Plan, all exhibits to the Plan, and the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents.

46. "*Consenting Creditor Fees and Expenses*" has the meaning ascribed to such term in the Restructuring Support Agreement.

47. "*Consenting Creditors*" has the meaning ascribed to such term in the Restructuring Support Agreement.

48. "*Consenting First Lien Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

49. "*Consenting Second Lien Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

50. "*Consenting Secured Lenders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

51. "*Consenting Unsecured Noteholders*" has the meaning ascribed to such term in the Restructuring Support Agreement.

52. "*Consummation*" means the occurrence of the Effective Date.

53. "*Contingent DIP Obligations*" means all of the Debtors' obligations under the DIP Credit Agreement and the DIP Orders that are contingent and/or unliquidated as of the Effective Date, other than DIP Claims that are paid in full in Cash or converted into the DIP Exit First Lien Facility as of the Effective Date and contingent indemnification obligations as to which a Claim has been asserted as of the Effective Date.

54. "*Cure Claim*" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Assumed Executory Contract or an Unexpired Lease, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

55. "*D&O Liability Insurance Policies*" means all insurance policies (including any "tail policy") maintained by the Debtors as of the Petition Date for liabilities against any of the Debtors' current or former directors, managers, and officers, and all agreements, documents, or instruments relating thereto.

56. "*Debtor Intercompany Claim*" means any Claim held by a Debtor against another Debtor.

57. "*Debtor Release*" means the release given on behalf of the Debtors and their Estates to the Released Parties as set forth in Article VIII.D of the Plan.

58. "*Definitive Documents*" has the meaning ascribed to such term in the Restructuring Support Agreement.

59. "*DIP Agent*" means Wilmington Trust, National Association, acting through such of its affiliates or branches as it may designate, as collateral agent and administrative agent under the DIP Credit Agreement, or any administrative agent as permitted by the terms set forth in the DIP Credit Agreement.

60. "*DIP Cash*" means the aggregate amount of Cash on the balance sheet of the Debtors and their subsidiaries in excess of $100 million, as of the Effective Date and after giving effect to the Equity Rights Offering.

61. "*DIP Claim*" means any Claim arising under, derived from or based upon the DIP Facility or DIP Orders, including the DIP Exit Backstop Premium and the guarantees in respect thereof under the DIP Facility Documents, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges arising under or related to the DIP Facility.

62. "*DIP Commitment Letter*" means that certain Commitment Letter, dated May 13, 2020, by the DIP Lenders, Hornbeck and Hornbeck Offshore Services, LLC.

63. "*DIP Credit Agreement*" means that certain Superpriority Debtor-In-Possession Term Loan Agreement, a substantially final form of which is attached as Exhibit B to the DIP Commitment Letter, to be entered into, upon entry of the Interim DIP Order, by the DIP Agent, the DIP Lenders, Hornbeck and Hornbeck Offshore Services, LLC.

64. "*DIP Exit Backstop Premium*" means a nonrefundable premium in an aggregate amount equal to 3.0% of the DIP Claims converted into loans under the DIP Exit First Lien Facility, which shall be paid to the Holders of DIP Claims in the form of New Equity (which shall be subject to dilution by the Management Incentive Plan and the exercise of the New Creditor Warrants) in accordance with Article II.A of the Plan.

65. "*DIP Exit First Lien Facility*" means the postpetition first lien term loan financing facility, in an amount equal to the aggregate amount of Allowed DIP Claims less the amount of DIP Cash distributed in respect of Allowed DIP Claims, to be entered into on the Effective Date by the Reorganized Debtors, certain of their Non-Debtor Affiliates and the DIP Lenders in the event the Debtors are unable to obtain a Third-Party Exit First Lien Facility in accordance with Article II.A of the Plan, which DIP Exit First Lien Facility shall have the terms and conditions set forth on the Exit First Lien Facility Term Sheet, and which shall otherwise be acceptable to the Required DIP Lenders and the Required Consenting Creditors.

66. "*DIP Facility*" means the $75 million debtor-in-possession term loan facility to be provided by the DIP Lenders under the DIP Credit Agreement in accordance with the terms and conditions of, and subject in all respects to the DIP Order and the DIP Facility Documents.

67. "*DIP Facility Documents*" means the DIP Credit Agreement, all Loan Documents (as defined in the DIP Credit Agreement), all fee letters and any amendments, modifications and supplements to or in respect of any of any of the foregoing, as well as any related notes, certificates, agreements, security agreements, documents and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection with the foregoing, which in each case shall be in form and substance satisfactory to the Required DIP Lenders.

68. "*DIP Lenders*" means, collectively, the banks, financial institutions, and other lenders party to the DIP Credit Agreement from time to time, each solely in their capacity as such.

69. "*DIP Orders*" means, collectively, the Interim DIP Order and Final DIP Order entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Credit Agreement and access the DIP Facility.

70. "*DIP Redemption Fee*" means the redemption fee under the DIP Facility in the amount of $3,000,000, which shall be due and payable in cash upon the earliest of the termination of the DIP Facility and the first date on which at least 50% of the principal amount of the loans under the DIP Facility have been (in one or more transactions) prepaid, repaid, repriced, accelerated and/or effectively refinanced through any amendment of the DIP Facility, *provided that*, for the avoidance of doubt, on the Effective Date, the DIP Redemption Fee shall remain fully earned and shall be deemed to have been converted into the Specified 1L Exit Fee in accordance with Article II.A hereof.

71. "*Disclosure Statement*" means the disclosure statement for the Plan, including all exhibits and schedules thereto, to be approved by the Confirmation Order, which shall be in form and substance acceptable to the Required Consenting Creditors.

72. "*Disputed*" means, with respect to any Claim or Interest, any Claim or Interest, or any portion thereof, (a) to the extent neither Allowed nor disallowed under the Plan or a Final Order nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code, or (b) for which a Proof of Claim or Proof of Interest or a motion for payment has been timely Filed with the Bankruptcy Court, to the extent the Debtors or any other party in interest has interposed a timely objection or request for estimation in accordance with the Plan, the Bankruptcy Code, or the Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order; *provided*, *however*, that in no event shall a Claim that is deemed Allowed pursuant to this Plan be a Disputed Claim.

73. "*Distribution Agent*" means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select to make or to facilitate distributions in accordance with the Plan.

74. "*Distribution Deadline*" means, with respect to any Claim Holder, the first Business Day eighteen (18) calendar days following the Distribution Record Date applicable to such Claim Holder.

75. "*Distribution Record Date*" means, other than with respect to those notes deposited with DTC, the record date for determining which Holders of Allowed Claims and Interests are eligible to receive distributions pursuant to the Plan, which date shall be the Solicitation Date. The Distribution Record Date shall not apply to any notes deposited with DTC, the Holders of which shall receive a distribution, contemporaneously with other recipients of distributions under the Plan, in accordance with the customary procedures of DTC.

76. "*DTC*" means the Depository Trust Company.

77. "*Effective Date*" means the date that is the first Business Day after the Confirmation Date on which all conditions precedent to the occurrence of the Effective Date set forth in Article X.A of the Plan have been satisfied or waived in accordance with Article X.B of the Plan.

78. "*Eligible Holder*" means a Holder (a)(i) of an Allowed First Lien Claim in an amount equal to at least $50,000, (ii) of an Allowed Second Lien Claim in an amount equal to at least $50,000, (iii) of an Allowed 2020 Notes Claim in an amount equal to at least $50,000 or (z) of an Allowed 2021 Notes Claim in an amount equal to at least $50,000 and (b) that is a QIB or an Accredited Investor, as demonstrated to the reasonable satisfaction of the Debtors (or the Reorganized Debtors following the Effective Date) in consultation with counsel to the Required Commitment Parties, in each case solely with respect to the Allowed Claim described in the foregoing clause (a).

79. "*Entity*" has the meaning set forth in section 101(15) of the Bankruptcy Code.

80. "*Equity Registration Form"* means that certain Equity Registration Form to be delivered by or on behalf of the Debtors to each Eligible Holder and that must be completed by each Eligible Holder in order for such Holder to receive its distribution of the New Equity on the Effective Date of the Plan.

81. "*Equity Rights Offering*" means the rights offering for 70.0% of the New Equity (subject to dilution by the Backstop Commitment Premium, the DIP Exit Backstop Premium, the Management Incentive Plan and the exercise of the New Creditor Warrants) to be issued by Reorganized Hornbeck in exchange for $100 million in Cash on the terms and conditions set forth in the Plan, the Restructuring Support Agreement and the Equity Rights Offering Documents.

82. "*Equity Rights Offering Documents*" means, collectively, the Backstop Commitment Agreement and any and all other agreements, documents, and instruments delivered or entered into in connection with the Equity Rights Offering, including the Equity Rights Offering Procedures, which in each case shall be subject to the Consenting Creditor Approval Rights.

83. "*Equity Rights Offering Participants*" means Holders of Allowed First Lien Claims, Allowed Second Lien Claims, and Allowed Unsecured Notes Claims entitled to participate in the Equity Rights Offering, pursuant to the Equity Rights Offering Procedures.

84. "*Equity Rights Offering Procedures*" means those certain rights offering procedures with respect to the Equity Rights Offering, which rights offering procedures shall be set forth in the Equity Rights Offering Documents.

85. "*Estate*" means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor's Chapter 11 Case.

86. "*Exculpated Party*" means, collectively, and in each case in its capacity as such: (a) each of the Debtors and each of the Reorganized Debtors; (b) the Consenting Creditors; (c) any statutory committees appointed in the Chapter 11 Cases and each of their respective members; and (d) with respect to the foregoing clauses (a) through (c), each Related Party of each Entity in clause (a) through clause (c).

87. "*Executory Contract*" means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

88. "*Executive Employment Agreements*" means the agreements providing for the employment of the Executives (as defined in the Executive Employment Agreement Term Sheet) of Reorganized Hornbeck, which agreements shall (i) be consistent in all respects with Executive Employment Agreement Term Sheet, (ii) be effective as of and assumed on the Effective Date, and (iii) be subject in all respects to the Consenting Creditor Approval Rights (including, for the avoidance of doubt, that such agreements shall be in form and substance satisfactory to the Required Consenting Creditors).

89. *"Executive Employment Agreement Term Sheet*" means the term sheet attached as Exhibit H to the Disclosure Statement, subject in all respects to the Consenting Creditor Approval Rights.

90. "*Exit Facilities*" means the Exit First Lien Facility and the Exit Second Lien Facility.

91. "*Exit Facilities Documents*" means the Exit First Lien Facility Documents and the Exit Second Lien Facility Documents, which shall be subject to the Consenting Creditor Approval Rights.

92. "*Exit First Lien Facility*" means the Third-Party Exit First Lien Facility or, solely to the extent the Debtors are unable to obtain a Third-Party Exit First Lien Facility on or prior to the Effective Date after undertaking a reasonable marketing process reasonably satisfactory to the Required DIP Lenders in compliance with Article II.A, the DIP Exit First Lien Facility.

93. "*Exit First Lien Facility Documents*" means the agreements and related documents governing the Exit First Lien Facility, which shall be in form and substance acceptable to the Required Consenting Creditors and, if such Exit First Lien Facility is the DIP Exit First Lien Facility, the Required DIP Lenders.

94. "*Exit First Lien Facility Term Sheet*" means term sheet setting forth the terms and conditions of the DIP Exit First Lien Facility, attached as Exhibit C to the Disclosure Statement.

95. "*Exit Second Lien Facility*" means the postpetition financing facility, in an aggregate amount equal to 78.5% of the aggregate amount of Allowed First Lien Claims (other than any portion thereof on account of the First Lien Redemption Fee), on the terms and conditions set forth on the Exit Second Lien Facility Term Sheet.

96. "*Exit Second Lien Facility Documents*" means the agreements and related documents governing the Exit Second Lien Facility, which shall be subject to the Consenting Creditor Approval Rights.

97. "*Exit Second Lien Facility Term Sheet*" means term sheet setting forth the terms and conditions of the Exit Second Lien Facility, attached as Exhibit D to the Disclosure Statement.

98. "*File*," "*Filed*," or "*Filing*" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim, the Solicitation Agent.

99. "*Final Decree*" means the decree contemplated under Bankruptcy Rule 3022.

100. "*Final DIP Order*" means the final order entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Credit Agreement and all agreements and/or amendments in connection therewith, which in each case shall be subject to the Consenting Creditor Approval Rights and in form and substance satisfactory to the Required DIP Lenders.

101. "*Final Order*" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, modified, or amended, is not subject to any pending stay and as to which the time to appeal, move for reargument, reconsideration, or rehearing, or seek certiorari has expired and no appeal, motion for reargument, reconsideration, or rehearing or petition for certiorari has been timely taken or filed, or as to which any appeal that has been taken, motion for reargument, reconsideration, or rehearing that has been granted or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, reconsideration, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure or any comparable Bankruptcy Rule may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

102. "*First Lien Agent*" means Wilmington Trust, National Association, as administrative agent and collateral agent under the First Lien Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the First Lien Credit Agreement.

103. "*First Lien Claims*" means any Claim derived from, based upon, or arising under the First Lien Term Loan Facility.

104. "*First Lien Credit Agreement*" means that certain term loan credit agreement, dated as of June 15, 2017, amended by that certain First Amendment dated as of March 26, 2018, by and among Hornbeck, Hornbeck Offshore Services LLC as co-borrower, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders party thereto, and amended by that Second Amendment, dated as of June 28, 2019, by and among Hornbeck, Hornbeck Offshore Services LLC as co-borrower, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders party thereto, and amended by the Increase Joinder No. 1A, dated as of March 1, 2019, Increase Joinder No. 1B, dated as of March 1, 2019, and Increase Joinder No. 1C, dated as of March 1, 2019, and amended by that certain Third Amendment dated as of February 6, 2020, by and among Hornbeck, Hornbeck Offshore Services LLC as co-borrower, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders party thereto, as further amended, restated, supplemented or otherwise modified from time to time, among Hornbeck, Hornbeck Offshore Services LLC as co-borrower, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders party thereto.

105. "*First Lien Equity Rights Offering*" means that portion of the Equity Rights Offering allocable to the Eligible Holders of Allowed First Lien Claims.

106. "*First Lien Equity Rights Offering Amount*" means the portion of the Second Lien Equity Rights Offering Amount that is not subscribed pursuant to the Second Lien Equity Rights Offering, which portion shall be offered to Holders of Allowed First Lien Claims in connection with the First Lien Equity Rights Offering in accordance with the Restructuring Support Agreement and the Equity Rights Offering Documents.

107. "*First Lien Lenders*" means, collectively, the banks, financial institutions, and other lenders party to the First Lien Credit Agreement from time to time, each solely in their capacity as such.

108. "*First Lien Redemption Fee*" means the Redemption Fee under the First Lien Facility Lender Fee Letter, dated June 15, 2017, entered into in connection with the First Lien Facility Credit Agreement, which fee was earned as of the date of such fee letter and is due and payable as a result of the Chapter 11 Cases on the Petition Date and which shall constitute an Allowed First Lien Claim in the amount of $5,116,950.

109. "*First Lien Subscription Rights*" means the rights of the Eligible Holders of Allowed First Lien Claims to purchase their Pro Rata share of the First Lien Equity Rights Offering Amount, pursuant to the Equity Rights Offering on the terms and conditions set forth in the Restructuring Support Agreement and the Equity Rights Offering Documents.

110. "*First Lien Term Loan*" means loans outstanding under the First Lien Credit Agreement.

111. "*First Lien Term Loan Facility*" means that certain prepetition first lien term loan facility provided pursuant to the First Lien Credit Agreement.

112. "*General Unsecured Claim*" means any Claim that is not secured and is not an Administrative Claim (including, for the avoidance of doubt, a Professional Fee Claim), a DIP Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim, an ABL Claim, a First Lien Claim, a Second Lien Claim, a 2020 Notes Claim, a 2021 Notes Claim, a Debtor Intercompany Claim, a Non-Debtor Intercompany Claim, or a Section 510(b) Claim.

113. "*Governing Body*" means, with respect to any Entity, the board of directors, board of managers, manager, general partner, investment committee, special committee, or such similar governing body of an Entity (including, with respect to Hornbeck, the board of directors of Hornbeck).

114. "*Governmental Unit*" has the meaning set forth in section 101(27) of the Bankruptcy Code.

115. "*Holder*" means an Entity holding a Claim or an Interest, or, if applicable, the New Equity or New Warrants, as applicable.

116. "*Hornbeck*" means Hornbeck Offshore Services, Inc., a Delaware corporation.

117. "*HOSMex"* means Hornbeck Offshore Services de México, S. de R.L. de C.V.

118. "*Impaired*" means, with respect to any Class of Claims or Interests, a Claim or an Interest that is not Unimpaired within the meaning of section 1124 of the Bankruptcy Code.

119. "*Indemnification Provisions*" means each of the Debtors' indemnification provisions in place immediately prior to the Effective Date whether in the Debtors' bylaws, certificates of incorporation, other formation documents, board resolutions, or contracts for the current and former directors, officers, managers, employees, equityholders, advisory directors, attorneys, other professionals, and agents and such current and former directors, officers, and managers' respective Affiliates, in each case solely in their capacity as such.

120. "*Intercompany Claim*" means a Claim held by a Debtor or a Non-Debtor Affiliate against a Debtor.

121. *"Intercompany Interest*" means an Interest held by a Debtor or an Affiliate of a Debtor.

122. "*Interest*" means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in a Debtor, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor.

123. "*Interim DIP Order*" means the interim order entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Credit Agreement and all agreements and/or amendments in connection therewith, which in each case shall be subject to the Consenting Creditor Approval Rights and in form and substance satisfactory to the Required DIP Lenders.

124. "*Jones Act*" means, collectively, the U.S. citizenship and cabotage laws principally contained in 46 U.S.C. § 50501(a), (b) and (d) and 46 U.S.C. Chapters 121 and 551 and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the U.S. Coast Guard and the U.S. Maritime Administration and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations, in each case as amended or supplemented from time to time, relating to the ownership and operation of U.S.-flag vessels in the U.S. coastwise trade.

125. "*Jones Act Restriction*" has the meaning set forth in Article IV.C.2 of the Plan.

126. "*License Agreement*" means that certain Second Amended and Restated Trade Name and Trademark License Agreement, dated as of September 28, 2012, by and between HFR, LLC and Hornbeck Offshore Operators, LLC, providing for an exclusive license to use certain trademarks and trade names in connection with the Debtors' businesses.

127. "*Amended and Restated License Agreement*" means that certain Third Amended and Restated Trade Name and Trademark License Agreement, in the form attached as Exhibit I to the Disclosure Statement (with only such changes as are satisfactory to the Required Consenting Creditors), to be entered into on the Effective Date by HFR, LLC and Hornbeck Offshore Operators, LLC, providing for an exclusive license to use certain trademarks and trade names in connection with the Debtors' businesses.

128. "*Lien*" has the meaning set forth in section 101(37) of the Bankruptcy Code.

129. "*Local Bankruptcy Rules*" means the Local Bankruptcy Rules for the Southern District of Texas.

130. "*Management Incentive Plan*" means the Management Incentive Plan to be implemented with respect to Reorganized Hornbeck (and/or its subsidiaries) on the Effective Date of the Plan, on the terms and conditions set forth in the Management Incentive Plan Term Sheet, and subject in all respects to the Consenting Creditor Approval Rights.

131. "*Management Incentive Plan Term Sheet*" means the term sheet setting forth the terms and conditions of the Management Incentive Plan, attached as Exhibit G to the Disclosure Statement.

132. "Mexican Antitrust Authority" means the Mexican Federal Economic Competition Commission (Comisión Federal de Competencia Económica).

133. "*New Corporate Governance Documents*" means the form of certificate of incorporation, bylaws, limited liability company agreement, the New Securityholders Agreement, partnership agreement, or such other applicable formation documents (if any) of Reorganized Hornbeck, including any certificates of designation, which shall contain the terms and conditions set forth on the New Corporate Governance Term Sheet, and which shall be subject in all respects to the Consenting Creditor Approval Rights.

134. "*New Corporate Governance Term Sheet*" means the term sheet attached as Exhibit F to the Disclosure Statement, including all schedules, exhibits attached thereto, setting forth the terms and conditions of the New Securityholders Agreement, the New Warrants and the organizational documents of Reorganized Hornbeck.

135. "*New Creditor Warrant Agreement*" means the warrant agreement that will govern the New Creditor Warrants to be entered into by Reorganized Hornbeck and Computershare, Inc. or its affiliate, which shall be consistent with the Restructuring Support Agreement and contain the terms and conditions set forth in the New Corporate Governance Term Sheet, and which shall be subject in all respects to the Consenting Creditor Approval Rights.

136. "*New Creditor Warrants*" means the 7-year warrants exercisable to purchase an aggregate number of shares, units, or equity interests of New Equity equal to (after giving effect to the full exercise of the New Creditor Warrants) 10.0% of the New Equity (subject to dilution by the Management Incentive Plan), which will be issued pursuant to the New Creditor Warrant Agreement, with a strike price set at an enterprise value of $621.2 million.

137. "*New Equity*" means the common stock of Reorganized Hornbeck, par value $0.00001 per share, to be issued on the Effective Date subject to the terms and conditions set forth in the Restructuring Support Agreement and the New Corporate Governance Documents.

138. "*New Jones Act Warrant Agreement*" means the warrant agreement that will govern the New Jones Act Warrants to be entered into by Reorganized Hornbeck and Computershare, Inc. or its affiliate, which shall be consistent with the Restructuring Support Agreement and contain the terms and conditions set forth in the New Corporate Governance Term Sheet, and which shall be subject in all respects to the Consenting Creditor Approval Rights.

139. "*New Jones Act Warrants*" means the warrants to be issued in lieu of New Equity as provided in Article IV.C.2 of the Plan, in accordance with the New Corporate Governance Documents and the New Jones Act Warrant Agreement entitling the Holders thereof to purchase New Equity with an exercise price per warrant equal to $0.00001 per share, and governed by the terms of the New Jones Act Warrant Agreement.

140. "*New Securityholders Agreement*" means that certain securityholders agreement that will govern certain matters related to the governance of Reorganized Hornbeck, the New Equity, and the New Jones Act Warrants which shall be consistent with the terms and conditions set forth in the New Corporate Governance Term Sheet, and which shall be subject in all respects to the Consenting Creditor Approval Rights.

141. "*New Warrant Agreements*" means, collectively, the New Jones Act Warrant Agreement and the New Creditor Warrant Agreement.

142. "*New Warrants*" means, collectively, the New Jones Act Warrants and the New Creditor Warrants.

143. "*Non-Debtor Affiliate*" means, collectively, each of the non-Debtor Entities that are Affiliates of the Debtors.

144. "*Non-Debtor Intercompany Claim*" means any Claim held by a Non-Debtor Affiliate against a Debtor.

145. "*Non-Eligible Holder*" means, with respect to an Allowed First Lien Claim, an Allowed Second Lien Claim, an Allowed 2020 Notes Claim or an Allowed 2021 Notes Claim, a Holder that is not an Eligible Holder.

146. "*Non-U.S. Citizen*" means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Unit or any political subdivision thereof, or other Person or other Entity, which is not a U.S. Citizen.

147. "*Noteholder Committee*" means the group or committee of Holders of Unsecured Notes Claims represented by the Noteholder Committee Representatives.

148. "*Noteholder Committee Representatives*" means Milbank LLP, Seward & Kissel LLP, Paul, Weiss, Rifkind, Wharton & Garrison LLP, any local counsel to the Noteholder Committee, and Moelis & Company.

149. "*Noteholder Equity Rights Offering*" means that portion of the Equity Rights Offering allocable to the Holders of Allowed Unsecured Notes Claims.

150. "*Noteholder Equity Rights Offering Amount"* means 52.5% of the New Equity (subject to dilution by the DIP Exit Backstop Premium, the Backstop Commitment Premium, the Management Incentive Plan, and the exercise of the New Creditor Warrants) to be offered to Holders of Allowed Unsecured Notes Claims in connection with the Equity Rights Offering and in accordance with the Restructuring Support Agreement and the Equity Rights Offering Documents.

151. "*Noteholder Subscription Rights*" means the rights to be distributed to each Eligible Holder of Allowed Unsecured Notes Claims that will enable each holder thereof to purchase its Pro Rata share of 100% of the Noteholder Equity Rights Offering Amount, pursuant to the Equity Rights Offering on the terms and conditions set forth in the Restructuring Support Agreement and the Equity Rights Offering Documents.

152. "*Other Priority Claim*" means any Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

153. "*Other Secured Claim*" means any Secured Claim, other than a DIP Claim, an ABL Claim, a First Lien Claim, or a Second Lien Claim.

154. "*Permitted Designee*" means with respect to any Holder of an Allowed First Lien Claim, Allowed Second Lien Claim, an Allowed 2020 Notes Claim or an Allowed 2021 Notes Claim a partnership or another limited liability form of entity which is designated (in a writing to be delivered to Hornbeck on or before the Distribution Record Date) by such Holder to receive (a) distributions issuable to such Holder pursuant to Article III.B.4 or Article III.B.5 of the Plan, as applicable, and (b) the Holder's rights to such distribution as a result of equity contributions (through one or more layers of successive partnerships or entities).

155. "*Person*" has the meaning set forth in section 101(41) of the Bankruptcy Code.

156. "*Petition Date*" means the date on which each of the Debtors commence the Chapter 11 Cases.

157. "*Plan*" means this joint prepackaged plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Restructuring Support Agreement, and the terms hereof, as the case may be, and the Plan Supplement and the term sheets attached to the Disclosure Statement, each of which is incorporated herein by reference, including all exhibits and schedules hereto and thereto, which in each case shall be subject to the Consenting Creditor Approval Rights.

158. "*Plan Supplement*" means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan to be Filed by the Debtors with the Bankruptcy Court (as may be amended, supplemented, altered, or modified from time to time as set forth in this Plan and in accordance with the Restructuring Support Agreement), which in each case shall be subject to the Consenting Creditor Approval Rights.

159. "*Priority Tax Claim*" means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

160. "*Pro Rata*" means, unless otherwise indicated, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

161. "*Professional*" means an Entity retained in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 328, 363, and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code.

162. "*Professional Fee Claims*" means all Claims for accrued, contingent, and/or unpaid fees and expenses (including transaction and success fees) incurred by a Professional in the Chapter 11 Cases on or after the Petition Date and through and including the Confirmation Date that the Bankruptcy Court has not denied by Final Order. To the extent that the Bankruptcy Court or any higher court of competent jurisdiction denies or reduces by a Final Order any amount of a Professional's fees or expenses, then those reduced or denied amounts shall no longer constitute Professional Fee Claims.

163. "*Professional Fee Escrow Account*" means an interest-bearing account funded by the Debtors with Cash on or before the Effective Date in an amount equal to the Professional Fee Escrow Amount; *provided* that the Cash funds in the Professional Fee Escrow Account shall be increased from Cash on hand at the Reorganized Debtors to the extent applications are Filed after the Effective Date in excess of the amount of Cash funded into the escrow as of the Effective Date.

164. "*Professional Fee Escrow Amount*" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Confirmation Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.D of the Plan.

165. "*Proof of Claim*" means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

166. "*Proof of Interest*" means a proof of Interest Filed in any of the Debtors in the Chapter 11 Cases.

167. "*QIB*" means a "qualified institutional buyer," as that term is defined in Rule 144A promulgated under the Securities Act.

168. "*Reinstate*," "*Reinstated*," or "*Reinstatement*" means with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

169. "*Rejected Executory Contract and Unexpired Lease List*" means the list as determined by the Debtors or the Reorganized Debtors, as applicable, of Executory Contracts and Unexpired Leases that will be rejected by the Reorganized Debtors pursuant to the Plan, which list, as may be amended from time to time, shall be included in the Plan Supplement; *provided* that such list and any amendments thereto shall be in form and substance reasonably acceptable to the Required Consenting Creditors.

170. "*Related Party*" has the meaning ascribed to such term in the Restructuring Support Agreement.

171. "*Released Party*" means each of, in its capacity as such,: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) theNon-Debtor Affiliates; (d) HOSMex; (e) each of the Consenting ABL Lenders; (f) each of the Consenting First Lien Lenders; (g) each of the Consenting Second Lien Lenders; (h) each of the Consenting Unsecured Noteholders; (i) each of the DIP Lenders; (j) each of the Commitment Parties; (k) each of the Agents/Trustees; (l) each member of the Secured Lender Group; (m) the Secured Lender Group; (n) each member of the Noteholder Committee; (o) the Noteholder Committee; (p) each current and former Affiliate of each Entity in clause (a) through the following clause (q); and (q) each Related Party of each Entity in clause (a) through this clause (q); *provided* that any Holder of a Claim or Interest that validly opts out of the releases contained in the Plan or validly objects to the releases contained in the Plan and such objection is not resolved by the entry of the Confirmation Order shall not be a "Released Party."

172. "*Releasing Parties*" means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) each of the Reorganized Debtors; (c) the Non-Debtor Affiliates; (d) HOSMex; (e) each of the Consenting ABL Lenders; (f) each of the Consenting First Lien Lenders; (g) each of the Consenting Second Lien Lenders; (h) each of the Consenting Unsecured Noteholders; (i) each of the DIP Lenders; (j) each of the Commitment Parties; (k) each of the Agents/Trustees; (l) all Holders of Claims or Interests; (m) each member of the Secured Lender Group; (n) the Secured Lender Group; (o) each member of the Noteholder Committee; (p) the Noteholder Committee; (q) each current and former Affiliate of each Entity in clause (a) through the following clause (r); and (r) each Related Party of each Entity in clause (a) through this clause (q); *provided* that any Holder of a Claim or Interest that validly opts out of the releases contained in the Plan or validly objects to the releases contained in the Plan and such objection is not resolved by the entry of the Confirmation Order shall not be a "Releasing Party."

173. "*Reorganized Debtor*" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date, including Reorganized Hornbeck.

174. "*Reorganized Hornbeck*" means either (a) Hornbeck, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the Effective Date, or (b) a new corporation, limited liability company, or partnership that may be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Debtors and issue the New Warrants and New Equity to be distributed pursuant to the Plan.

175. "*Reorganized Hornbeck Board*" means the board of directors (or other applicable governing body) of the Reorganized Hornbeck.

176. "*Required Commitment Parties*" has the meaning ascribed to such term in the Backstop Commitment Agreement.

177. "*Required Consenting Creditors*" has the meaning ascribed to such term in the Restructuring Support Agreement.

178. "*Required DIP Lenders*" means "Required Lenders" as defined in the DIP Credit Agreement.

179. "*Restructuring Steps Memorandum*" means the summary of transaction steps to complete the restructuring contemplated by the Plan, which shall be included in the Plan Supplement and in form and substance acceptable to the Required Consenting Creditors.

180. "*Restructuring Support Agreement*" means the agreement entered into on April 10, 2020 by and among Hornbeck, those of its subsidiaries party thereto, and the Consenting Creditors, attached as Exhibit B to the Disclosure Statement, together with all exhibits and schedules thereto (including the Restructuring Term Sheet) attached as Exhibit A thereto and the DIP Facility Term Sheet attached as Exhibit B thereto, in each case as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms.

181. "*Restructuring Term Sheet"* has the meaning ascribed to such term in the Restructuring Support Agreement.

182. "*Restructuring Transactions*" means the transactions described in Article IV.B of the Plan.

183. *"Retained Causes of Action*" means those certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to the Plan, to be included in the Plan Supplement.

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

185. "*Second Lien Agent*" means Wilmington Trust, National Association, as administrative agent and collateral agent under the Second Lien Credit Agreement, or any successor administrative agent or collateral agent as permitted by the terms set forth in the Second Lien Credit Agreement.

186. "*Second Lien Claims*" means any Claim derived from, based upon, or arising under the Second Lien Term Loan Facility.

187. "*Second Lien Credit Agreement*" means the Second Lien Credit Agreement, dated as of February 7, 2019, as amended, restated, supplemented or otherwise modified from time to time, among Hornbeck, Hornbeck Offshore Services, LLC as co-borrower, each of the lenders from time to time party thereto, Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders party thereto.

188. "*Second Lien Equity Rights Offering*" means that portion of the Equity Rights Offering allocable to the Eligible Holders of Allowed Second Lien Claims.

189. "*Second Lien Equity Rights Offering Amount*" means 17.5% of the New Equity (subject to dilution by the DIP Exit Backstop Premium, the Backstop Commitment Premium, the Management Incentive Plan, and the exercise of the New Creditor Warrants) to be offered to Holders of Allowed Second Lien Claims in connection with the Second Lien Equity Rights Offering and in accordance with the Restructuring Support Agreement and the Equity Rights Offering Documents.

190. "*Second Lien Lenders*" means the lenders from time to time party to the Second Lien Credit Agreement.

191. "*Second Lien Subscription Rights*" means the rights of the Eligible Holders of Allowed Second Lien Claims to purchase their Pro Rata share of the Second Lien Equity Rights Offering Amount pursuant to the Equity Rights Offering on the terms and conditions set forth in the Restructuring Support Agreement and the Equity Rights Offering Documents.

192. "*Second Lien Term Loan Facility*" means that certain prepetition second lien term loan facility provided pursuant to the Second Lien Credit Agreement.

193. "*Second Lien Term Loans*" means those certain second lien term loans incurred under the Second Lien Credit Agreement.

194. "*Section 510(b) Claim*" means any Claim against any Debtor: (a) arising from the rescission of a purchase or sale of a Security of any Debtor or an affiliate of any Debtor; (b) for damages arising from the purchase or sale of such a Security; or (c) for reimbursement or contribution Allowed under section 502 of the Bankruptcy Code on account of such a Claim; provided that a Section 510(b) Claim shall not include any Claims subject to subordination under section 510(b) of the Bankruptcy Code arising from or related to an Interest.

195. "*Secured Claim*" means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

196. "*Secured Lender Group*" means the ad hoc group of Consenting Secured Lenders represented by Davis Polk & Wardwell LLP.

197. "*Secured Lender Group Representatives*" means Davis Polk & Wardwell LLP, Ducera Partners LLC, Porter Hedges LLP, Creel,García-Cuéllar, Aiza y Enriquez, S.C., Pinheiro Neto Advogados, Blank Rome LLP and any other local and special counsel to the Secured Lender Group.

198. "*Securities Act*" means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

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

200. "*Security*" has the meaning set forth in section 2(a)(1) of the Securities Act.

201. "*Solicitation Agent*" means Stretto, the notice, claims, and solicitation agent retained by the Debtors for the Chapter 11 Cases.

202. "*Solicitation Date*" means May 13, 2020.

203. "*Solicitation Materials*" means all solicitation materials with respect to the Plan, including the Disclosure Statement and related Ballots.

204. "*Specified 1L Exit Fee*" has the meaning ascribed to such term in the Exit First Lien Facility Term Sheet.

205. "*Specified 2L Exit Fee*" has the meaning ascribed to such term in the Exit Second Lien Facility Term Sheet.

206. "*Taxes*" means any and all U.S. federal, state or local, or foreign, income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever (including any assessment, duty, fee or other charge in the nature of or in lieu of any such tax) and any interest, penalty, or addition thereto, whether disputed or not, imposed on the Debtors resulting from the Restructuring Transactions.

207. "*Third-Party Exit First Lien Facility*" means the postpetition first lien term loan financing facility, in an amount not to exceed the amount permitted under the Exit Second Lien Facility Term Sheet, to be entered into on the Effective Date by the Reorganized Debtors, certain of their Non-Debtor Affiliates and third-party lenders or institutional investors in lieu of the DIP Exit First Lien Facility in accordance with Article II.A of the Plan, which Third-Party Exit First Lien Facility shall (i) be used to repay in Cash all Allowed DIP Claims (other than those in respect of the DIP Redemption Fee) remaining after the distribution of the DIP Cash to the Holders of DIP Claims; (ii) either (x) include the Specified 1L Exit Fee on terms which shall be satisfactory to the Consenting ABL Lenders in their sole discretion or (y) repay the DIP Redemption Fee in full in Cash; (iii) have terms and conditions consistent with the Exit First Lien Facility Term Sheet or such other terms as agreed to by the required lenders under the Exit Second Lien Facility; and (iv) be in all respects acceptable to the Required Consenting Creditors.

208. "*Third-Party Release*" means the release given by each of the Releasing Parties to the Released Parties as set forth in Article VIII.E of the Plan.

209. "*Unexpired Lease*" means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

210. "*Unimpaired*" means a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

211. "*Unsecured Notes*" means the 2020 Notes and the 2021 Notes.

212. "*Unsecured Notes Claim*" means any 2020 Notes Claim or 2021 Notes Claim.

213. "*Unsecured Notes Indenture Trustees*" means the 2020 Notes Indenture Trustee and the 2021 Notes Indenture Trustee.

214. "*U.S. Citizen*" means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, joint venture, estate, trust, unincorporated organization, Governmental Unit or any political subdivision thereof, or other Person or other Entity, which is a citizen of the United States within the meaning of the Jones Act, eligible and qualified to own and operate U.S.-flag vessels in the U.S. coastwise trade.

215. "*U.S. Citizen Determination Procedures*" means the procedures set forth in Article IV.C.1 of the Plan.

216. "*U.S. Citizenship Affidavit*" means an Affidavit of United States Citizenship by any Person or Entity entitled to receive New Equity under the Plan or the transactions contemplated herein certifying that such Person or Entity is a U.S. Citizen.

217. "*U.S. Trustee*" means the Office of the United States Trustee for the Southern District of Texas.

*B. Rules of Interpretation*

For purposes of the Plan, except as otherwise provided in this Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless

otherwise specified, any reference in the Plan to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (3) unless otherwise specified, all references in the Plan to "Articles" and "Sections" are references to Articles and Sections, respectively, hereof or hereto; (4) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to any particular portion of the Plan; (5) any effectuating provisions may be interpreted by the Debtors or the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; (6) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (7) unless otherwise specified in the Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (8) any term used in capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (9) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (10) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like as applicable; (11) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; (12) the terms "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; and (13) except as otherwise provided in the Plan, any reference to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter; *provided*, *however*, that distributions of the New Equity shall in any event be made contemporaneously with the occurrence of the Effective Date; (14) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; *provided* that nothing in this clause (14) shall affect any parties' consent rights over any of the Definitive Documents or any amendments thereto, as provided for in the Restructuring Support Agreement.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant provision in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of an inconsistency between the Plan or the Plan Supplement and the Confirmation Order, the Confirmation Order shall control.

### *C. Computation of Time*

Unless otherwise specifically stated in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next Business Day.

### *D. Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided*, *however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or Reorganized Debtor, as applicable.

### *E. Reference to Monetary Figures*

All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided herein.

*F. Reference to the Debtors or the Reorganized Debtors*

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

*G. Consultation, Information, Notice, and Consent Rights.*

Notwithstanding anything herein to the contrary, all Consenting Creditor Approval Rights and any consents, waivers, or other deviations under or from the Plan or any Definitive Document pursuant to such Consenting Creditor Approval Rights shall be incorporated herein by this reference (including to the applicable definitions in Article I.A hereof) and fully enforceable as if stated in full herein.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the Restructuring Support Agreement shall not impair such rights and obligations.

## ARTICLE II.
## ADMINISTRATIVE CLAIMS, DIP CLAIMS, PRIORITY CLAIMS, AND RESTRUCTURING EXPENSES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in Article III of the Plan.

*A. DIP Claims*

All DIP Claims shall be deemed Allowed as of the Effective Date in an amount equal to (i) the principal amount outstanding under the DIP Facility on such date, (ii) all interest accrued and unpaid thereon to the date of payment, (iii) all accrued and unpaid fees, expenses, and non-contingent indemnification obligations payable under the DIP Facility Documents and the DIP Orders (including the DIP Redemption Fee), and (iv) all other Indebtedness (as defined in the DIP Credit Agreement) other than Contingent DIP Obligations, which shall otherwise survive the Effective Date and shall be paid in full in Cash as soon as reasonably practicable after they become due and payable under the DIP Facility Documents. Prior to the Effective Date, the Debtors shall conduct a marketing process to raise a Third-Party Exit First Lien Facility reasonably satisfactory to the Required DIP Lenders.

On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, each such Holder shall (a) with respect to such Holder's Allowed DIP Claim other than any portion thereof on account of the DIP Redemption Fee, either (i) receive payment in full in Cash or (ii) if the Debtors are unable to obtain a Third-Party Exit First Lien Facility on or prior to the Effective Date after undertaking a reasonable marketing process reasonably satisfactory to the Required DIP Lenders, (x) receive its Pro Rata share of the DIP Cash, which shall be applied to reduce such Holder's Allowed DIP Claim on a dollar-for-dollar basis, (y) have the remainder of its Allowed DIP Claim (after the application of the DIP Cash) converted on a dollar-for-dollar basis into loans under the DIP Exit First Lien Facility and (z) receive its Pro Rata share of the DIP Exit Backstop Premium; and (b) with respect to any portion of such Holder's Allowed DIP Claim on account of the DIP Redemption Fee, either (i) receive its Pro Rata share (determined as a percentage of all Allowed DIP Claims on account of the DIP Redemption Fee) of the Specified 1L Exit Fee or (ii) receive payment in full in Cash.

Notwithstanding the foregoing, the DIP Liens (as defined in the DIP Orders) shall not be released until (y) the indefeasible payment in full in Cash (or conversion into the DIP Exit First Lien Facility, as applicable) of each Allowed DIP Claim and (z) receipt by the DIP Agent of a payoff letter in form and substance satisfactory to the DIP Agent. All reasonable and documented unpaid fees and expenses of the DIP Agent and the DIP Lenders, including reasonable and documented fees, expenses, and costs of its advisors, shall be paid in Cash in full on the Effective Date. Contemporaneously with the foregoing receipt of payment in full in Cash of the Allowed DIP Claims, except with respect to Contingent DIP Obligations under the DIP Credit Agreement (which contingent obligations shall survive the Effective Date and shall continue to be governed by the DIP Credit Agreement), the DIP Facility, the

DIP Credit Agreement, and all other DIP Facility Documents, shall be deemed cancelled, all DIP Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the DIP Facility shall automatically terminate, and all collateral subject to such DIP Liens shall be automatically released, in each case without further action by the DIP Agent or the DIP Lenders and all guarantees of the Debtors and Reorganized Debtors arising out of or related to the DIP Claims shall be automatically discharged and released, in each case without further action by the DIP Agent or the DIP Lenders. The DIP Agent and the DIP Lenders shall take all actions to effectuate and confirm such termination, release, and discharge as reasonably requested by the Debtors or the Reorganized Debtors, as applicable.

*B. Administrative Claims*

Unless otherwise agreed to by the Holders of an Allowed Administrative Claim and the Debtors, or the Reorganized Debtors, or as otherwise set forth in an order of the Bankruptcy Court (including pursuant to the procedures specified therein), as applicable, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed as of the Effective Date, on or as soon as reasonably practicable after the Effective Date (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than sixty (60) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the Holders of such Allowed Administrative Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

*C. Restructuring Expenses*

The Consenting Creditor Fees and Expenses incurred, or estimated to be incurred, up to and including the Effective Date shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases in accordance with the terms of the Restructuring Support Agreement) without the requirement to file a fee application with the Bankruptcy Court and without any requirement for review or approval by the Bankruptcy Court or any other party. All Consenting Creditor Fees and Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to such Consenting Creditor Fees and Expenses. In addition, the Debtors and Reorganized Debtors (as applicable) shall continue to pay Consenting Creditor Fees and Expenses after the Effective Date when due in payable in the ordinary course related to implementation, consummation and defense of the Plan, whether incurred before, on or after the Effective Date.

*D. Professional Fee Claims*

1. Professional Fee Escrow Account

As soon as reasonably practicable after the Confirmation Date, and no later than one Business Day prior to the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates, the Debtors, or the Reorganized Debtors.

The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from the funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by an order of the Bankruptcy Court; *provided* that obligations with respect to Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

2. Final Fee Applications and Payment of Professional Fee Claims

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than 45 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior Bankruptcy Court orders. The amount of the Allowed Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals, including from funds held in the Professional Fee Escrow Account when such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court.

3. Professional Fee Escrow Amount

The Professionals shall provide a reasonable and good-faith estimate of their fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the Effective Date, and shall deliver such estimate to the Debtors no later than five days before the anticipated Effective Date; *provided*, *however*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate a reasonable amount of unbilled fees and expenses of such Professional, taking into account any prior payments; *provided*, *however*, that such estimate shall not be binding or considered an admission with respect to the fees and expenses of such Professional. The total aggregate amount so estimated as of the Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account, *provided* that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

4. Post-Confirmation Date Fees and Expenses.

From and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors or the Reorganized Debtors, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

*E. Substantial Contribution Compensation and Expenses*

Except as otherwise specifically provided in the Plan, any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3),(4), and (5) of the Bankruptcy Code must File an application and serve such application on counsel for the Debtors or Reorganized Debtors, as applicable, and as required by the Bankruptcy Court, the Bankruptcy Code, and the Bankruptcy Rules on or before three (3) Business Days after the Confirmation Date.

*F. Priority Tax Claims*

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the Holder of an Allowed Priority Tax Claim and the applicable Debtor or Reorganized Debtor, each Holder of an Allowed Priority Tax Claim will receive, at the option of the applicable Debtor or Reorganized Debtor, in full satisfaction of its Allowed Priority Tax Claim that is due and payable on or before the Effective Date, either (i) Cash equal to the amount of such Allowed Priority Tax Claim on the Effective Date or (ii) otherwise treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. For the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

*G. United States Trustee Statutory Fees*

The Debtors and the Reorganized Debtors, as applicable, will pay fees payable pursuant to 28 U.S.C § 1930(a), including fees and expenses payable to the United States Trustee, for each quarter (including any fraction thereof) until a Debtor's Chapter 11 Case is converted, dismissed, or closed, whichever occurs first.

## ARTICLE III.
## CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

*A. Classification of Claims and Interests*

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with section 1122 of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

The following chart represents the classification of Claims and Interests for each Debtor pursuant to the Plan:

| Class | Claim or Interest | Status | Voting Rights |
|---|---|---|---|
| **1** | Other Secured Claims | Unimpaired | Not Entitled to Vote (Deemed to Accept) |
| **2** | Other Priority Claims | Unimpaired | Not Entitled to Vote (Deemed to Accept) |
| **3** | ABL Claims | Unimpaired | Not Entitled to Vote (Deemed to Accept) |
| **4** | First Lien Claims | Impaired | Entitled to Vote |
| **5** | Second Lien Claims | Impaired | Entitled to Vote |
| **6** | Unsecured Notes Claims | Impaired | Entitled to Vote |
| **7** | General Unsecured Claims | Unimpaired | Not Entitled to Vote (Deemed to Accept) |
| **8** | Debtor Intercompany Claims | Impaired/Unimpaired | Not Entitled to Vote (Deemed to Accept/Reject) |
| **9** | Equity Interests | Impaired | Not Entitled to Vote (Deemed to Reject) |
| **10** | Intercompany Interests | Impaired/Unimpaired | Not Entitled to Vote (Deemed to Accept/Reject) |
| **11** | Section 510(b) Claims | Impaired | Not Entitled to Vote (Deemed to Reject) |

*B. Treatment of Classes of Claims and Interests*

To the extent a Class contains Allowed Claims or Allowed Interests with respect to any Debtor, the classification of Allowed Claims and Allowed Interests is specified below. The Debtors reserve the right, subject to the Consenting Creditor Approval Rights, to separately classify the Claims of Non-Eligible Holders in Classes 4, 5 and 6 from the Claims of Eligible Holders to the extent required for the purposes of confirming the Plan.

1. Class 1 — Other Secured Claims

   (a) *Classification*: Class 1 consists of any Other Secured Claims.

   (b) *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Secured Claim, each such Holder shall receive, at the option of the applicable Debtor(s) with the consent of the Required Consenting Creditors, either:

      (i) payment in full in Cash;

      (ii) delivery of collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code;

      (iii) Reinstatement of such Allowed Other Secured Claim; or

      (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

   (c) *Voting*: Class 1 is Unimpaired under the Plan. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 — Other Priority Claims

   (a) *Classification*: Class 2 consists of any Other Priority Claims.

   (b) *Treatment*: Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Other Priority Claim, each such Holder shall receive, at the option of the applicable Debtor(s), either:

      (i) payment in full in Cash; or

      (ii) such other treatment rendering its Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

   (c) *Voting*: Class 2 is Unimpaired under the Plan. Holders of Allowed Other Priority Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 — ABL Claims

   (a) *Classification*: Class 3 consists of any ABL Claims against any applicable Debtor.

   (b) *Allowance*: The ABL Claims shall be deemed Allowed in the aggregate principal amount of $50 million, plus (i) reimbursement obligations, fees (including the ABL Redemption Fee), indemnities, costs, expenses, and other amounts, liabilities and obligations, and (ii) accrued and unpaid interest, including postpetition interest, at the contract rate through the Effective Date.

(a) *Treatment*: Except to the extent that a Holder of an Allowed ABL Claim agrees to less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed ABL Claim, each Holder of an Allowed ABL Claim shall receive upon entry of the Interim DIP Order:

(i) payment in full in Cash of such Holder's Allowed ABL Claim, other than any portion thereof on account of the ABL Redemption Fee; and

(ii) with respect to any portion of such Holder's Allowed ABL Claim on account of the ABL Redemption Fee, its Pro Rata share (determined as a percentage of all Allowed ABL Claims on account of the ABL Redemption Fee) of the DIP Redemption Fee.

(b) *Voting*: Class 3 is Unimpaired under the Plan. Holders of Allowed ABL Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Therefore, such Holders of Allowed ABL Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 — First Lien Claims

(a) *Classification*: Class 4 consists of any First Lien Claims against any Debtor.

(b) *Allowance*: The First Lien Claims shall be deemed Allowed in the full amount outstanding under the First Lien Term Loan Facility and the DIP Orders, including in an aggregate principal amount of approximately $350 million as of the date of the Plan, plus (i) all reimbursement obligations, fees, indemnities, costs, expenses, and other amounts, liabilities and obligations and (ii) all accrued and unpaid interest, including postpetition interest, at the contract default rate for PIK Interest (as defined in the First Lien Credit Agreement), through the Effective Date.

(c) *Treatment*: Except to the extent that a Holder of an Allowed First Lien Claim agrees to less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed First Lien Claim, each Holder of an Allowed First Lien Claim shall receive:

(i) if such Holder is an Eligible Holder, its Pro Rata share (determined as a percentage of all Allowed First Lien Claims excluding any portion of such Allowed First Lien Claims on account of the First Lien Redemption Fee) of (y) subject to the U.S. Citizen Determination Procedures, 24.6% of the New Equity (subject to dilution by the DIP Exit Backstop Premium, the Backstop Commitment Premium, the Management Incentive Plan, and the exercise of the New Creditor Warrants) and (z) the First Lien Subscription Rights;

(ii) if such Holder is a Non-Eligible Holder, a Cash payment equivalent to the Holder's recovery under clause (i) if such Holder had been deemed an Eligible Holder;[3]

[3] Cash amount to be determined by the Debtors, in consultation with and subject to the consent of the Required Consenting Creditors, based upon amount of Allowed First Lien Claims.

(iii) its Pro Rata share (determined as a percentage of all Allowed First Lien Claims excluding any portion of such Allowed First Lien Claims on account of the First Lien Redemption Fee) of the Exit Second Lien Facility; and

(iv) with respect to any portion of such Holder's Allowed First Lien Claim on account of the First Lien Redemption Fee, its Pro Rata share (determined as a percentage of all Allowed First Lien Claims on account of the First Lien Redemption Fee) of the Specified 2L Exit Fee.

With respect to (i) above, the New Equity issuable to each Eligible Holder of Allowed First Lien Claims, including on account of the exercise of First Lien Subscription Rights, shall be in the form of (x) New Equity to the extent permitted under the Jones Act Restriction and (y) New Jones Act Warrants to the extent that New Equity cannot be issued to such Eligible Holder because it is a Non-U.S. Citizen and the pro rata share of New Equity to be delivered to it under all sections of this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement), when added to the New Equity being issued under this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement) to other Non-U.S. Citizens as of the Effective Date, would exceed the Jones Act Restriction.

(d) *Voting*: Class 4 is Impaired under the Plan. Therefore, Holders of Allowed First Lien Claims are entitled to vote to accept or reject the Plan.

5. Class 5 — Second Lien Claims

(a) *Classification*: Class 5 consists of any Second Lien Claims against any Debtor.

(b) *Allowance*: The Second Lien Claims shall be deemed Allowed in the aggregate principal amount of $121.2 million, plus accrued and unpaid interest as of the Petition Date.

(c) *Treatment*: Except to the extent that a Holder of an Allowed Second Lien Claim agrees to less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed Second Lien Claim, each Holder of an Allowed Second Lien Claims shall receive:

(i) if such Holder is an Eligible Holder, its Pro Rata share (determined as a percentage of all Allowed Second Lien Claims) of (x) subject to the U.S. Citizen Determination Procedures, 5.1% of the New Equity (subject to dilution by the DIP Exit Backstop Premium, the Backstop Commitment Premium, the Management Incentive Plan, and the exercise of the New Creditor Warrants), (y) 15.0% of the New Creditor Warrants and (z) the Second Lien Subscription Rights; and

(ii) if such Holder is a Non-Eligible Holder, a Cash payment equal to 6.1% of such Holder's Allowed Second Lien Claim.

With respect to (i) above, the New Equity issuable to each Eligible Holder of Allowed Second Lien Claims, including on account of the exercise of Second Lien Subscription Rights, shall be in the form of (x) New Equity to the extent permitted under the Jones Act Restriction and (y) New Jones Act Warrants to the extent that New Equity cannot be issued to such Eligible Holder because it is a Non-U.S. Citizen and the pro rata share of New Equity to be delivered to it under all sections of this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement), when added to the New Equity being issued under this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement) to other Non-U.S. Citizens as of the Effective Date, would exceed the Jones Act Restriction.

(d) *Voting*: Class 5 is Impaired under the Plan. Therefore, Holders of Allowed Second Lien Claims are entitled to vote to accept or reject the Plan.

6. Class 6 — Unsecured Notes Claims

(a) *Classification*: Class 6 consists of any Unsecured Notes Claims against any Debtor. Although Class 6 is one Class, the treatment of Allowed 2020 Notes Claims and Allowed 2021 Notes Claims is described separately herein for administrative convenience.

(b) *Allowance*: On the Effective Date, (i) the 2020 Notes Claims shall be deemed Allowed in the aggregate principal amount of $224.3 million, plus accrued and unpaid interest as of the Petition Date and (ii) the 2021 Notes Claims shall be deemed Allowed in the aggregate principal amount of $450 million, plus accrued and unpaid interest as of the Petition Date.

(c) *Treatment of 2020 Notes Claims*: Each Holder of an Allowed 2020 Notes Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each 2020 Notes Claim:

(i) if such Holder is an Eligible Holder, its Pro Rata share (determined as a percentage of all Allowed Unsecured Notes Claims) of (x) subject to the U.S. Citizen Determination Procedures, 0.3% of the New Equity (subject to dilution by the DIP Exit Backstop Premium, the Backstop Commitment Premium, the Management Incentive Plan, and the exercise of the New Creditor Warrants), (y) 85.0% of the New Creditor Warrants and (z) the Noteholder Subscription Rights; and

(ii) if such Holder is a Non-Eligible Holder, a Cash payment equal to 0.5% of such Holder's Allowed 2020 Notes Claim.

With respect to (i) above, the New Equity issuable to each Eligible Holder of Allowed 2020 Notes Claims, including on account of the exercise of Noteholder Subscription Rights, shall be in the form of (x) New Equity to the extent permitted under the Jones Act Restriction and (y) New Jones Act Warrants to the extent that New Equity cannot be issued to such Eligible Holder because it is a Non-U.S. Citizen and the pro rata share of New Equity to be delivered to it under all sections of this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement), when added to the New Equity being issued under this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement) to other Non-U.S. Citizens as of the Effective Date, would exceed the Jones Act Restriction.

(d) *Treatment of 2021 Notes Claims*: Each Holder of an Allowed 2021 Notes Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed 2021 Notes Claim:

(i) if such Holder is an Eligible Holder, its Pro Rata share (determined as a percentage of all Allowed Unsecured Notes Claims) of (x) subject to the U.S. Citizen Determination Procedures, 0.3% of the New Equity (subject to dilution by the DIP Exit Backstop Premium, the Backstop Commitment Premium, the Management Incentive Plan, and the exercise of the New Creditor Warrants), (y) 85.0% of the New Creditor Warrants and (z) the Noteholder Subscription Rights; and

(ii) if such Holder is a Non-Eligible Holder, a Cash payment equal to 0.5% of such Holder's Allowed 2021 Notes Claim.

With respect to (i) above, the New Equity issuable to each Eligible Holder of Allowed 2021 Notes Claims, including on account of the exercise of Noteholder Subscription Rights, shall be in the form of (x) New Equity to the extent permitted under the Jones Act Restriction and (y) New Jones Act Warrants to the extent that New Equity cannot be issued to such Eligible Holder because it is a Non-U.S. Citizen and the pro rata share of New Equity to be delivered to it under all sections of this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement), when added to the New Equity being issued under this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement) to other Non-U.S. Citizens as of the Effective Date, would exceed the Jones Act Restriction.

(e) *Voting*: Class 6 is Impaired. Therefore, Holders of Class 6 Unsecured Notes Claims are entitled to vote to accept or reject the Plan.

7. Class 7 — General Unsecured Claims

(a) *Classification*: Class 7 consists of any General Unsecured Claims.

(b) *Treatment*: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment of its Allowed Claim, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed General Unsecured Claim, each such Holder shall receive, at the option of the applicable Debtor(s) with the consent of the Required Consenting Creditors, either:

(i) Reinstatement of such Allowed General Unsecured Claim and satisfaction thereof in full in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim; or

(ii) such other treatment rendering its Allowed General Unsecured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

(c) *Voting*: Class 7 is Unimpaired under the Plan. Holders of Class 7 Allowed General Unsecured Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 7 General Unsecured Claims are not entitled to vote to accept or reject the Plan.

8. Class 8 — Intercompany Claims

(a) *Classification*: Class 8 consists of any Intercompany Claims.

(b) *Treatment*: Except to the extent otherwise provided in the Restructuring Steps Memorandum, each Allowed Intercompany Claim shall, at the option of the applicable Debtors (or Reorganized Debtors, as applicable), either on or after the Effective Date, be:

(i) Reinstated; or

(ii) canceled and shall receive no distribution on account of such Claims and may be compromised, extinguished, or settled in each case, on or after the Effective Date.

(c) *Voting:* Holders of Allowed Intercompany Claims are conclusively deemed to have accepted the Plan pursuant to section 1126(f) or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed Intercompany Claims are not entitled to vote to accept or reject the Plan.

9. Class 9 — Equity Interests

(a) *Classification*: Class 9 consists of all Interests in Hornbeck.

(b) *Treatment*: Following the transactions described in Article IV.B of the Plan, all Interests in Hornbeck will be cancelled, released, and extinguished, and will be of no further force or effect.

(c) *Voting*: Class 9 is Impaired under the Plan. Holders of Allowed Interests in Hornbeck are conclusively presumed to have rejected the Plan. Therefore, Holders of Allowed Interests in Hornbeck are not entitled to vote to accept or reject the Plan.

10. Class 10 — Intercompany Interests

(a) *Classification*: Class 10 consists of all Intercompany Interests.

(b) *Treatment*: Except to the extent otherwise provided in the Restructuring Steps Memorandum, on the Effective Date, Intercompany Interests shall, at the option of the Debtors with the consent of the Required Consenting Creditors, either be:

(i) Reinstated; or

(ii) discharged, cancelled, released, and extinguished and of no further force or effect without any distribution on account of such Interests.

For the avoidance of doubt, any Interest in non-Debtor subsidiaries owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor unless otherwise provided in the Restructuring Steps Memorandum.

(c) *Voting*: Holders of Allowed Intercompany Interests are conclusively deemed to have accepted the Plan pursuant to section 1126(f) or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed Intercompany Interests are not entitled to vote to accept or reject the Plan.

11. Class 11 — Section 510(b) Claims

(a) *Classification:* Class 11 consists of all Section 510(b) Claims.

(b) *Treatment:* Section 510(b) Claims will be cancelled, released, discharged, and extinguished as of the Effective Date, and will be of no further force or effect, and Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

(c) *Voting:* Class 11 is Impaired under the Plan. Holders of Allowed Section 510(b) Claims in Class 11, if any, are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Allowed Section 510(b) Claims in Class 11 are not entitled to vote to accept or reject the Plan.

*C. Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim.

*D. Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Combined Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

*E. Separate Classification of Other Secured Claims*

Each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing another Other Secured Claim, shall be treated as being in a separate sub-Class for the purposes of receiving distributions under this Plan.

*F. Voting Classes; Presumed Acceptance by Non-Voting Classes*

If a Class contains Claims eligible to vote and no Holders of Claims eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims in such Class.

*G. Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Reorganized Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

*H. Intercompany Interests*

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests, but for the purposes of administrative convenience and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to provide management services to certain other Debtors and Reorganized Debtors, to use certain funds and assets as set forth in the Plan to make certain distributions and satisfy certain obligations of certain other Debtors and Reorganized Debtors to the Holders of certain Allowed Claims. For the avoidance of doubt, any Interest in non- Debtor subsidiaries owned by a Debtor shall continue to be owned by the applicable Reorganized Debtor.

*I. Controversy Concerning Impairment*

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

*J. Confirmation Pursuant to Sections 1129(a)(1) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B of the Plan. Section 1129(b) of the Bankruptcy Code shall be deemed satisfied with respect to any rejecting Class of Claims or Interests upon the entry of the Confirmation Order. The Debtors reserve the right to alter, amend, or modify the Plan, or any document in the

Plan Supplement in accordance with Article XI hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules, or to withdraw the Plan as to such Debtor, in accordance with the Consenting Creditor Approval Rights, in accordance with the Restructuring Support Agreement and in accordance with the provisions of the Plan.

## ARTICLE IV.
## MEANS FOR IMPLEMENTATION OF THE PLAN

*A. General Settlement of Claims and Interests*

Unless otherwise set forth in the Plan, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan.

*B. Restructuring Transactions*

On and after the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, shall take all actions set forth in the Restructuring Steps Memorandum, and may take all actions reasonably acceptable to the Required Consenting Creditors as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan, which transactions may include, as applicable: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and the Restructuring Support Agreement; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (a), pursuant to applicable state law; (d) the execution and delivery of the Equity Rights Offering Documents, the New Warrant Agreements and the New Corporate Governance Documents, and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Reorganized Debtor (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors and/or the Reorganized Debtors, as applicable); and the issuance, distribution, reservation, or dilution, as applicable, of the New Equity and the New Warrants, as set forth herein; (e) the adoption of the Management Incentive Plan and the issuance and reservation of the New Equity to the participants in the Management Incentive Plan in accordance with the terms thereof; (f) if applicable, all transactions necessary to provide for the purchase of substantially all of the assets or Interests of any of the Debtors by one or more Entities to be wholly owned by Reorganized Hornbeck, which purchase may be structured as a taxable transaction for United States federal income tax purposes; and (g) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions.

*C. Sources of Consideration for Plan Distributions*

The Debtors shall fund distributions under the Plan, as applicable, with: (1) the New Equity; (2) the New Warrants; (3) the proceeds of the Equity Rights Offering; (4) the proceeds of the DIP Facility; and (5) the Exit Facilities or the proceeds thereof and the Debtors' Cash on hand. Each distribution and issuance referred to in Article VI of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain securities in connection with the Plan, including the New Equity and the New Warrants will be exempt from SEC registration, as described more fully in Article IV.E below.

1. Procedure for U.S. Citizen Determination

If a Holder (or its Permitted Designee) of an Allowed First Lien Claim, Allowed Second Lien Claim or Allowed Unsecured Notes Claim furnishes a U.S. Citizenship Affidavit to the Debtors on or before the Distribution Deadline and, after review, the Debtors, in their reasonable discretion and in consultation with counsel to the Required Commitment Parties, accept such U.S. Citizenship Affidavit as reasonable proof in establishing that such Holder (or its Permitted Designee) is a U.S. Citizen, such Holder (or its Permitted Designee) shall receive its New Equity distributions in the form of New Equity; provided, however, that if such Holder (or its Permitted Designee) is a Non-U.S. Citizen, or if the Holder (or its Permitted Designee) does not furnish a U.S. Citizenship Affidavit and an Equity Registration Form to the Debtors on or before the Distribution Deadline, or if the U.S. Citizenship Affidavit of such Holder (or its Permitted Designee) has been rejected by the Debtors, in their reasonable discretion and in consultation with counsel to the Required Commitment Parties, on or before the date that is five (5) Business Days after the Distribution Deadline, such Holder (and its Permitted Designee) shall be treated as a Non-U.S. Citizen for purposes of treatment under Article III.B above and for purposes of distributions under Article IV.C.2. In connection with the Debtors' review of any U.S. Citizenship Affidavit, Hornbeck, in consultation with the Required Commitment Parties (through counsel), shall have the right to require the Holder (or its Permitted Designee) furnishing the U.S. Citizenship Affidavit to provide them with such documents and other information as they may reasonably request as reasonable proof confirming that the Holder (or its Permitted Designee) is a U.S. Citizen. The Debtors and counsel to the Required Commitment Parties shall treat all such documents and information provided by any Holder (or its Permitted Designee) as confidential and shall limit the distribution of such documents and information to the Debtors' personnel and the Debtors' and the Required Commitment Parties' counsel that have a "need to know" the contents thereof and to the U.S. Coast Guard and the U.S. Maritime Administration as may be necessary. The Debtors shall (i) claim confidential treatment and exemption from Freedom of Information Act requests (a "**FOIA Request**") for any such documents and information submitted to the U.S. Coast Guard and/or the U.S. Maritime Administration, and (ii) notify the relevant Holder (or its Permitted Designee) (x) if any such Holder's (or its Permitted Designee's) documents and information are submitted to the U.S. Coast Guard and/or the U.S. Maritime Administration, and (y) if the Debtors subsequently receive notice from the U.S. Coast Guard and/or U.S. Maritime Administration that it has received a FOIA Request and that any such document that has been identified by the U.S. Coast Guard and/or U.S. Maritime Administration as responsive to such a FOIA Request, in which case the Debtors shall allow such Holder (or its Permitted Designee) an opportunity to redact any confidential commercial, financial and proprietary business information exempt from Freedom of Information Act disclosure pursuant to 5 U.S.C. § 552(b)(4) that is in any such document. The consultation rights of the Required Commitment Parties under this Article IV.C.1 shall include the right to receive periodically during the Debtors' process of reviewing U.S. Citizenship Affidavits reports reflecting the Debtors' preliminary and final determinations as to whether individual Holders (or their Permitted Designees) are U.S. Citizens or Non-U.S. Citizens, but it shall not afford the Required Commitment Parties any consent or approval rights with respect to the Debtors' final determination regarding the status of any Holder (or its Permitted Designee) as a U.S. Citizen or a Non-U.S. Citizen.

2. Issuance and Distribution of the New Equity

On the Effective Date, the New Equity and the New Jones Act Warrants shall be issued and distributed as provided for in the Restructuring Steps Memorandum pursuant to, and in accordance with, the Plan, the Equity Rights Offering Documents, and the Restructuring Support Agreement. On the Effective Date, the issuance of New Equity and the New Jones Act Warrants shall be authorized without the need for any further corporate action and without any action by the Holders of Claims or other parties in interest. All of the New Equity and the New Jones Act Warrants issued under the Plan shall be duly authorized, validly issued, fully paid, and non-assessable consistent with the terms of the New Securityholders Agreement and the New Jones Act Warrant Agreement. In no event shall Non-U.S. Citizens in the aggregate own New Equity that is more than twenty four percent (24%) of the total number of shares of New Equity to be outstanding as of the Effective Date (the "**Jones Act Restriction**").

The New Equity issuable to any Person or Entity under the Plan (including pursuant to the Equity Rights Offering, the Backstop Commitment Agreement and the Management Incentive Plan) shall be in the form of (x) New Equity to the extent permitted under the Jones Act Restriction and (y) New Jones Act Warrants to the extent that New Equity cannot be issued to such Entity because it is a Non-U.S. Citizen and the pro rata share of New Equity to be delivered to it under all sections of this Plan (including pursuant to the Equity Rights Offering, the Backstop Commitment Agreement and the Management Incentive Plan), when added to the New Equity being issued under this Plan (including pursuant to the Equity Rights Offering, the Backstop Commitment Agreement and the Management Incentive Plan) to other Non-U.S. Citizens as of the Effective Date, would exceed the Jones Act Restriction.

Each distribution and issuance of the New Equity and the New Warrants on the Effective Date shall be governed by the terms and conditions set forth in the Plan applicable to such distribution, issuance, and/or dilution, as applicable, and by the terms and conditions of the instruments evidencing or relating to such distribution, issuance, and/or dilution, as applicable, including the New Securityholders Agreement, the terms and conditions of which shall bind each Entity receiving such distribution of the New Equity and the New Jones Act Warrants, and the other New Corporate Governance Documents. Receipt by any Person or Entity of New Equity or the New Warrants shall be deemed as its agreement to the New Corporate Governance Documents and its agreement that it is a party to, and bound by all terms and conditions of, the New Securityholders Agreement as if an original party thereto as a "Securityholder," as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity and New Warrants will not be registered or listed on any securities exchange as of the Effective Date and will not be made eligible for book-entry clearance on, or otherwise issued through, DTC.

3. The New Creditor Warrants

On the Effective Date, the New Creditor Warrants shall be issued and distributed pursuant to the Plan and in accordance with the New Creditor Warrant Agreement. The issuance of the New Creditor Warrants shall be duly authorized without the need for any further corporate action. The Holders of New Creditor Warrants shall be deemed to be parties to, and bound by, the terms of the New Creditor Warrant Agreement (solely in their capacity as Holders of New Creditor Warrants) without further action or signature. The New Creditor Warrant Agreement shall be effective as of the Effective Date and, as of such date, shall be deemed to be valid, binding, and enforceable in accordance with their respective terms, and each Holder of New Creditor Warrants shall be bound thereby.

4. The Equity Rights Offering

The Debtors shall raise an aggregate of $100 million of equity capital through the Equity Rights Offering. In connection with the Consummation of the Plan, the Equity Rights Offering shall be consummated in accordance with the terms of the Plan, the Restructuring Support Agreement and the Equity Rights Offering Documents. The Equity Rights Offering will be 100% backstopped by the Commitment Parties in accordance with the terms and conditions of the Backstop Commitment Agreement.

Subject to the U.S. Citizen Determination Procedures, which shall also apply to each Equity Rights Offering Participant, each Equity Rights Offering Participant shall be entitled to subscribe for its pro rata share of the First Lien Equity Rights Offering Amount, Second Lien Equity Rights Offering Amount or Noteholder Equity Rights Offering Amount, as applicable, in the form of (x) New Equity to the extent permitted under the Jones Act Restriction and (y) New Jones Act Warrants to the extent that New Equity cannot be issued to such Equity Rights Offering Participant because it is a Non-U.S. Citizen and the pro rata share of New Equity to be delivered to it under all sections of this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement), when added to the New Equity being issued under this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement) to other Non-U.S. Citizens as of the Effective Date, would otherwise exceed the Jones Act Restriction.

Subject to, and in accordance with the Backstop Commitment Agreement, and subject to the U.S. Citizen Determination Procedures, which shall also apply to each Commitment Party, each Commitment Party shall be entitled to receive its pro rata share (based on the amount of its Backstop Commitment relative to all Backstop Commitments) of the Backstop Commitment Premium, in the form of (x) New Equity to the extent permitted under the Jones Act Restriction and (y) New Jones Act Warrants to the extent that New Equity cannot be issued to such Commitment Party because it is a Non-U.S. Citizen and the pro rata share of New Equity to be delivered to it under all sections of this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement), when added to the New Equity being issued under this Plan (including pursuant to the Equity Rights Offering and the Backstop Commitment Agreement) to other Non-U.S. Citizens as of the Effective Date, would otherwise exceed the Jones Act Restriction. Such consideration shall be subject to dilution by the Management

Incentive Plan, and shall be fully earned upon entry into the Backstop Commitment Agreement, payable free and clear of and without withholding on account of any taxes, and paid upon closing of the Equity Rights Offering; provided that if the Backstop Commitment Agreement is terminated prior to the Effective Date, the Backstop Commitment Premium shall be payable in Cash upon such termination in accordance with the terms of the Backstop Commitment Agreement.

5. Cash on Hand

The Debtors or Reorganized Debtors, as applicable, shall use Cash on hand to fund distributions, consistent with the terms of the Plan.

6. Exit Facilities.

On the Effective Date, the Reorganized Debtors shall enter into the Exit Facilities. The Exit Facilities shall be on terms set forth in the Exit Facilities Documents.

Confirmation shall be deemed approval of the Exit Facilities (including the Specified 1L Exit Fee, the Specified 2L Exit Fee and all other transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees to be paid by the Debtors or the Reorganized Debtors in connection therewith), to the extent not previously approved by the Bankruptcy Court, and the Reorganized Debtors shall be authorized to execute, deliver and perform those documents necessary or appropriate to obtain the Exit Facilities and to incur indebtedness and grant liens thereunder, including any and all documents required to enter into the Exit Facilities and all collateral documents related thereto, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate entry into the Exit Facilities, subject to the Consenting Creditor Approval Rights.

*D. New Securityholders Agreement*

On the Effective Date, Reorganized Hornbeck shall enter into and deliver the New Securityholders Agreement, in substantially the form included in the Plan Supplement, to each Holder of New Equity and New Warrants, and such parties shall be deemed to, without further notice or action, to have agreed to be bound thereby as if an original party thereto as a "Securityholder," in each case without the need for execution by any party thereto other than Reorganized Hornbeck. The New Securityholders Agreement shall include appropriate provisions assuring the compliance with the Jones Act.

*E. Exemption from Registration Requirements*

All shares of New Equity and New Warrants issued and distributed pursuant to the Plan, including New Equity issued pursuant to the Equity Rights Offering and New Equity issuable upon exercise of the New Warrants, will be issued and distributed without registration under the Securities Act or any similar federal, state, or local law in reliance upon either (a) section 1145 of the Bankruptcy Code or (b) section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The offering, issuance, and distribution of all shares of New Equity and New Warrants pursuant to the Plan in reliance upon section 1145 of the Bankruptcy Code is exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. state or local law requiring registration prior to the offering, issuance, distribution, or sale of securities. Such shares of New Equity and the New Warrants to be issued under the Plan (a) are not "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, and (b) subject to the terms of the New Securityholders Agreement and the applicable New Warrant Agreements, are freely tradable and transferable by any initial recipient thereof that (i) is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (ii) has not been such an "affiliate" within 90 days of such transfer, and (iii) is not an Entity that is an "underwriter" as defined in subsection (b) of Section 1145 of the Bankruptcy Code. The shares of New Equity and the New Warrants being issued in reliance on Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder will be "restricted securities" and may not be transferred except pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereof.

All shares of New Equity and New Warrants (including shares of New Equity underlying such New Warrants) (a) issued with respect to Allowed Claims, (b) sold to the participants in the First Lien Equity Rights Offering upon exercise of their First Lien Subscription Rights or (c) issued on account of the Backstop Commitment Premium and the DIP Exit Backstop Premium will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 1145(a) of the Bankruptcy Code. Shares of New Equity and New Warrants (including shares of New Equity underlying such New Warrants) (x) sold to the Commitment Parties pursuant to the Backstop Commitments as set forth in the Backstop Commitment Agreement (excluding, for the avoidance of doubt, shares of New Equity issued on account of the Backstop Commitment Premium), or (y) sold to the participants in the Second Lien Equity Rights Offering and the Noteholder Equity Rights Offering upon exercise of their Second Lien Subscription Rights and Noteholder Subscription Rights, as applicable, will be issued without registration under the Securities Act or any similar federal, state, or local law in reliance on Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

The availability of the exemption under section 1145 of the Bankruptcy Code or any other applicable securities laws shall not be a condition to the occurrence of the Effective Date.

Should the Reorganized Debtors elect, on or after the Effective Date, to reflect all or any portion of the ownership of Reorganized Hornbeck's New Equity, the New Warrants and any New Equity issuable upon exercise of the New Warrants through the facilities of DTC, the Reorganized Debtors shall not be required to provide any further evidence other than the Plan or Final Order with respect to the treatment of such applicable portion of the Reorganized Hornbeck's New Equity and New Warrants, and such Plan or Final Order shall be deemed to be legal and binding obligations of the Reorganized Debtors in all respects.

DTC shall be required to accept and conclusively rely upon the Plan and Final Order in lieu of a legal opinion regarding whether Reorganized Hornbeck's New Equity, New Warrants and any New Equity issuable upon exercise of the New Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) may require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Reorganized Hornbeck's New Equity, New Warrants and New Equity issuable upon exercise of the New Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

*F. Corporate Existence*

Except as otherwise provided in the Plan or the Plan Supplement, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan, the New Corporate Governance Documents, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law); *provided* that as soon as practicable following the Confirmation Date, HOS Wellmax Services, LLC shall be dissolved in accordance with applicable state law.

*G. Corporate Action*

On or before the Effective Date, as applicable, all actions contemplated under the Plan or the Plan Supplement shall be deemed authorized and approved in all respects, including: (1) adoption or assumption, as applicable, of the agreements with existing management; (2) selection of the directors, managers, and officers for the Reorganized Debtors; (3) implementation and assumption of the Executive Employment Agreements by Reorganized Hornbeck; (4) implementation of the Restructuring Transactions; and (5) all other actions contemplated under the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.G shall be effective notwithstanding any requirements under non-bankruptcy law.

*H. Vesting of Assets in the Reorganized Debtors*

Except as otherwise provided in the Plan or the Plan Supplement, or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Debtor's Estate, all Causes of Action, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing obligations on account of Other Secured Claims that are Reinstated pursuant to the Plan, if any, and Liens securing the Exit Facilities). On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

*I. Cancellation of Notes, Instruments, Certificates, and Other Documents*

On the Effective Date, except to the extent otherwise provided in the Plan, all notes, instruments, certificates, shares, and other documents evidencing Claims or Interests shall be cancelled, and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the Agents/Trustees shall be released from all duties and obligations thereunder; *provided*, *however*, that notwithstanding Confirmation or the occurrence of the Effective Date, any credit document or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of (1) allowing Holders of Allowed Claims to receive distributions under the Plan, (2) allowing and preserving the rights of the Agents/Trustees to make distributions pursuant to the Plan, (3) preserving the Agents/Trustees' rights to compensation and indemnification as against any money or property distributable to the Holders of First Lien Claims, Second Lien Claims, ABL Claims, Unsecured Notes Claims, and DIP Claims, including permitting the Agent/Trustees to maintain, enforce, and exercise their charging liens, if any, against such distributions, (4) preserving all rights, including rights of enforcement, of the Agents/Trustees against any Person other than a Released Party (including the Debtors), including with respect to indemnification or contribution from the Holders of First Lien Claims, Second Lien Claims, ABL Claims, Unsecured Notes Claims, and DIP Claims, pursuant and subject to the terms of the First Lien Credit Agreement, the Second Lien Credit Agreement, the ABL Credit Agreement, the 2020 Notes Indenture, the 2021 Notes Indenture, and the DIP Credit Agreement as in effect on the Effective Date, (5) permitting the Agents/Trustees to enforce any obligation (if any) owed to the Agents/Trustees under the Plan, (6) permitting the Agents/Trustees to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, (7) permitting the DIP Agent, the DIP Lenders to assert any rights with respect to the Contingent DIP Obligations, and (8) permitting the Agents/Trustees to perform any functions that are necessary to effectuate the foregoing; *provided*, *further*, *however*, that (a) the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order, or the Plan, or result in any expense or liability to the Debtors or Reorganized Debtors, as applicable, except as expressly provided for in the Plan and (b) except as otherwise provided in the Plan, the terms and provisions of the Plan shall not modify any existing contract or agreement that would in any way be inconsistent with distributions under the Plan. The Agents/Trustees shall be discharged and shall have no further obligation or liability except as provided in the Plan and Confirmation Order, and after the performance by the Agents/Trustees and their representatives and

professionals of any obligations and duties required under or related to the Plan or Confirmation Order, the Agents/Trustees shall be relieved of and released from any obligations and duties arising thereunder. The fees, expenses, and costs of the Agents/Trustees, including fees, expenses, and costs of their professionals incurred prior to and after the Effective Date in connection with the First Lien Credit Agreement, the Second Lien Credit Agreement, the ABL Credit Agreement, the 2020 Notes Indenture, the 2021 Notes Indenture, and the DIP Credit Agreement, as applicable, and reasonable and documented costs and expenses associated with effectuating distributions pursuant to the Plan will be paid by the Reorganized Debtors in the ordinary course; *provided*, *further*, that nothing in this section shall effect a cancellation of any New Equity, Intercompany Interests, Intercompany Claims or claims in respect of the Exit Facilities.

*J. Effectuating Documents; Further Transactions*

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the New Corporate Governance Documents, the New Warrant Agreements and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

*K. Exemptions from Certain Taxes and Fees*

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors, including the New Equity and the New Warrants; (b) the Restructuring Transactions; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means, including in respect of the Exit Facilities; (d) the making, assignment, or recording of any lease or sublease; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

*L. New Corporate Governance Documents*

The New Corporate Governance Documents shall, among other things: (1) contain terms consistent with the exhibits to the Disclosure Statement, including the New Corporate Governance Term Sheet, and the documentation set forth in the Plan Supplement, as applicable; (2) authorize the issuance, distribution, and reservation of the New Equity and the New Warrants (including the New Equity issued pursuant to the exercise thereof) to the Entities entitled to receive such issuances, distributions and reservations under the Plan; and (3) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, and limited as necessary to facilitate compliance with non- bankruptcy federal laws, prohibit the issuance ofnon-voting equity Securities. The certificate of incorporation and bylaws of Reorganized Hornbeck shall include appropriate provisions assuring the compliance with the Jones Act Restriction.

On or immediately before the Effective Date, Hornbeck or Reorganized Hornbeck, as applicable, will file its New Corporate Governance Documents with the applicable Secretary of State and/or other applicable authorities in its state of incorporation or formation in accordance with the applicable laws of their respective state of incorporation or formation, to the extent required for such New Corporate Governance Documents to become effective. After the Effective Date, Reorganized Hornbeck may amend and restate its formation, organizational, and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of such documents.

*M. The Reorganized Debtors*

On the Effective Date, the Reorganized Hornbeck Board shall be established, and the Reorganized Debtors shall adopt their New Corporate Governance Documents, consistent with the New Corporate Governance Term Sheet and the Restructuring Support Agreement. The Reorganized Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under the Plan as necessary to consummate the Plan. Cash payments to be made pursuant to the Plan will be made by the Debtors or Reorganized Debtors. The Debtors and Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Debtors or Reorganized Debtors, as applicable, to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement, shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing, subject to the New Corporate Governance Documents and the Exit Facility Documents, as the boards of directors of the applicable Reorganized Debtors deem appropriate.

*N. Directors and Officers*

On the Effective Date, the terms of the current members of the board of directors or managers (as applicable) of the Debtors shall expire, and such directors and managers shall be deemed to have resigned.

The members of the initial Reorganized Hornbeck Board shall be identified in the Plan Supplement. The initial boards of directors or managers (as applicable) and the officers of each other Reorganized Debtor shall be appointed in accordance with the respective New Corporate Governance Documents. The officers and overall management structure of Reorganized Hornbeck, and all officers and management decisions with respect to Reorganized Hornbeck (and/or any of its direct or indirect subsidiaries), compensation arrangements, and affiliate transactions shall be subject to the required approvals and consents set forth in the New Corporate Governance Documents, and subject to compliance with the Jones Act (such that Reorganized Hornbeck shall at all times be a U.S. Citizen, eligible and qualified to own and operate U.S.-flag vessels in the U.S. coastwise trade).

From and after the Effective Date, each director, officer, or manager of the Reorganized Debtors shall be appointed and serve pursuant to the terms of their respective charters and bylaws or other formation and constituent documents, and the New Corporate Governance Documents, and applicable laws of the respective Reorganized Debtor's jurisdiction of formation. To the extent that any such director or officer of the Reorganized Debtors is an "insider" pursuant to section 101(31) of the Bankruptcy Code, the Debtors will disclose the nature of any compensation to be paid to such director or officer.

*O. Management Incentive Plan*

On the Effective Date, the Reorganized Hornbeck Board will adopt and implement the Management Incentive Plan, and make awards thereunder, in accordance with all of the terms and conditions set forth in the Management Incentive Plan Term Sheet. On the Effective Date Reorganized Hornbeck will enter into the Executive Employment Agreements.

*P. Preservation of Causes of Action*

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII of the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors.**No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.** Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order of the Bankruptcy Court, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

## ARTICLE V.
## TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

*A. Assumption of Executory Contracts and Unexpired Leases*

On the Effective Date, except as otherwise provided herein, any Executory Contract or Unexpired Lease of the Debtors is deemed to be an Assumed Executory Contract or Unexpired Lease, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (1) previously were assumed, assumed and assigned, or rejected by the Debtors; (2) are identified on the Rejected Executory Contract and Unexpired Lease List; (3) are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. Notwithstanding anything in this Article V.A of the Plan to the contrary, the Debtors shall be authorized to and will enter into the Executive Employment Agreements on the Effective Date, and the Debtors shall be authorized to enter into the Amended and Restated License Agreement on the Effective Date.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute a court order approving the assumptions, assumptions and assignments, or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Rejected Executory Contract and Unexpired Lease List, or the Assumed Executory Contract and Unexpired Lease List pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A or pursuant to any order of the Bankruptcy Court, which has not been assigned to a third party before the Confirmation Date, shall revest in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms are modified by the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption or rejection under applicable federal law. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Rejected Executory Contract and Unexpired Lease List and the Assumed Executory Contract and Unexpired Lease List at any time through and including thirty (30) days after the Effective Date, subject to the Consenting Creditor Approval Rights.

To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory

Contract or Unexpired Lease (including any "change of control" or similar provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

*B. Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Solicitation Agent and served on the Reorganized Debtors no later than thirty days after the effective date of such rejection.

**Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Solicitation Agent within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, or their property, without the need for any objection by the Debtors or Reorganized Debtors, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.H of the Plan, notwithstanding anything in a Proof of Claim to the contrary.**

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as a General Unsecured Claim pursuant to Article III.B of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

*C. Cure of Defaults and Objections to Cure and Assumption*

Any monetary defaults under each Assumed Executory Contract or Unexpired Lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, or as soon as reasonably practicable thereafter, subject to the limitation described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

Any objection by a contract or lease counterparty to a proposed assumption of an Executory Contract or Unexpired Lease or the related cure cost (including as set forth on the Assumed Executory Contract or Unexpired Lease List) must be Filed, served, and actually received by the Debtors in accordance with the Disclosure Statement Order or other applicable Final Order of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have consented to such assumption or proposed cure amount. For the avoidance of doubt, to the extent an Executory Contract or Unexpired Lease proposed to be assumed is not listed as having a related cure cost, any counterparty to such Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption will be deemed to have consented to such assumption and deemed to release any Claim or Cause of Action for any monetary defaults under such Executory Contract or Unexpired Lease.

For the avoidance of doubt, the Debtors or the Reorganized Debtors, as applicable, may, subject to the Consenting Creditor Approval Rights, add any Executory Contract or Unexpired Lease proposed to be assumed to the Rejected Executory Contracts and Unexpired Lease List in accordance with the time limits provided by the Plan for any reason, including if the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable cure notice or the Plan, in which case such Executory Contract or Unexpired Lease is deemed rejected as the Effective Date.

Assumption of any Executory Contract or Unexpired Lease shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Executory Contract or Unexpired Lease at any time before the effective date of assumption. Any Proofs of Claim Filed with respect to an Assumed Executory Contract or Unexpired Lease shall be deemed Disallowed, without further notice to or action, order, or approval of the Bankruptcy Court.

*D. Insurance Policies*

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. On the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims. Except as set forth in Article V.F of the Plan, nothing in this Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (1) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such insurance policies or (2) alters or modifies the duty, if any, that the insurers or third party administrators pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Reorganized Debtors) or draw on any collateral or security therefor. For the avoidance of doubt, insurers and third party administrators shall not need to nor be required to File or serve a cure objection or a request, application, claim, Proof of Claim, or motion for payment and shall not be subject to any claims bar date or similar deadline governing cure amounts or Claims.

*E. Indemnification Provisions*

On and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the Reorganized Debtors' New Corporate Governance Documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, equityholders, advisory directors, and agents to the fullest extent permitted by law and at least to the same extent as the organizational documents of each of the respective Debtors on the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Debtors, or the Reorganized Debtors, as applicable, will amend and/or restate their respective governance documents before or after the Effective Date to amend, augment, terminate, or adversely affect any of the Debtors' or the Reorganized Debtors' obligations to provide such indemnification rights or such directors', officers', employees', equityholders', advisory directors' or agents' indemnification rights.

On and as of the Effective Date, any of the Debtors' indemnification obligations with respect to any contract or agreement that is the subject of or related to any litigation against the Debtors or Reorganized Debtors, as applicable, shall be assumed by the Reorganized Debtors and otherwise remain unaffected by the Chapter 11 Cases.

*F. Director, Officer, Manager, and Employee Liability Insurance*

On the Effective Date, pursuant to section 365(a) of the Bankruptcy Code, the Debtors shall be deemed to have assumed all of the D&O Liability Insurance Policies (including, if applicable, any "tail policy") and any agreements, documents, or instruments relating thereto. Entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' assumption of all such policies (including, if applicable, any "tail policy").

After the Effective Date, none of the Debtors or the Reorganized Debtors shall terminate or otherwise reduce the coverage under any such policies (including, if applicable, any "tail policy") with respect to conduct occurring as of the Effective Date, and all officers, directors, advisory directors, managers, and employees of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policies regardless of whether such officers, directors, advisory directors, managers, or employees remain in such positions after the Effective Date.

On and after the Effective Date, each of the Reorganized Debtors shall be authorized to purchase a directors' and officers' liability insurance policy for the benefit of their respective directors, members, trustees, officers, and managers in the ordinary course of business.

*G. Employee and Retiree Benefits*

Except as otherwise provided in the Plan, on and after the Effective Date, subject to any Final Order and, without limiting any authority provided to the Reorganized Hornbeck Board under the Debtors' respective formation and constituent documents, the Reorganized Debtors shall: (1) amend, adopt, assume, and/or honor in the ordinary course of business any contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, including any incentive plans, retention plans, health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the directors, officers, and employees of any of the Debtors who served in such capacity from and after the Petition Date; and (2) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. For the avoidance of doubt, the Effective Date shall not, and none of the transactions contemplated pursuant to the Plan shall, constitute a change in control under any agreement or arrangement described in this paragraph or any other agreement or arrangement with or covering any of the Debtors' current or former directors, officers, employees or other service providers.

*H. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

*I. Reservation of Rights*

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contract and Unexpired Lease List or the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan or Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder.

If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtors or the Reorganized Debtors, as applicable, shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date. The deemed assumption provided for herein shall not apply to any such contract or lease, and any such contract or lease shall be assumed or rejected only upon motion of the Debtor following the Bankruptcy Court's determination that the contract is executory or the lease is unexpired.

*J. Nonoccurrence of Effective Date.*

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

*K. Contracts and Leases Entered Into After the Petition Date*

Contracts and leases entered into after the Petition Date by any Debtor and any Executory Contracts and Unexpired Leases assumed by any Debtor may be performed by the applicable Reorganized Debtor in the ordinary course of business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

## ARTICLE VI.
## PROVISIONS GOVERNING DISTRIBUTIONS

*A. Timing and Calculation of Amounts to Be Distributed*

Unless otherwise provided in the Plan, on the Effective Date (or if a Claim or Interest is not an Allowed Claim or Interest on the Effective Date, on the date that such Claim becomes an Allowed Claim or Interest) each Holder of an Allowed Claim and Interest (or its Permitted Designee, as applicable) shall receive the full amount of the distributions that the Plan provides for Allowed Claims and Interests in accordance with its priority and Allowed amount.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as otherwise provided in the Plan, Holders of Claims and Interests (or such Holders' Permitted Designees, as applicable) shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

*B. Distributions on Account of Obligations of Multiple Debtors*

For all purposes associated with distributions under the Plan, all guarantees by any Debtor or anyNon-Debtor Affiliate of the obligations of any other Debtor, as well as any joint and several liability of any Debtor or any Non-Debtor Affiliate with respect to any other Debtor, shall be deemed eliminated so that any obligation that could otherwise be asserted against more than one Debtor or any Non-Debtor Affiliate shall result in a single distribution under the Plan; *provided* that Claims held by a single Entity at different Debtors that are not based on guarantees or joint and several liability shall be entitled to the applicable distribution for such Claim at each applicable Debtor. Any such Claims shall be released and discharged pursuant to Article VIII of the Plan and shall be subject to all potential objections, defenses, and counterclaims, and to estimation pursuant to section 502(c) of the Bankruptcy Code. For the avoidance of doubt, this shall not affect the obligation of each and every Debtor to pay U.S. Trustee fees until such time as a particular case is closed, dismissed, or converted.

*C. Distribution Agent*

Except as otherwise provided in the Plan, all distributions under the Plan shall be made by the Distribution Agent on the Effective Date. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court.

*D. Rights and Powers of Distribution Agent*

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and out-of-pocket expenses incurred by the Distribution Agent on or after the Effective Date (including taxes) and any reasonable compensation and out-of-pocket expense reimbursement claims (including reasonable, actual, and documented attorney and/or other professional fees and expenses) made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

*E. Delivery of Distributions*

1. Record Date for Distribution.

Any party responsible for making distributions shall be authorized and entitled to recognize only those record holders listed on the Claims Register as of the close of business on the Distribution Record Date (or the Permitted Designees of such holders, as applicable). The Distribution Agent shall make distributions to any transferee of a Claim following the Distribution Record Date only to the extent practical and, in any event, only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor and compliance with the conditions of the Plan, including the U.S. Citizen Determination Procedures.

2. Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be made to Holders of record as of the Distribution Record Date by the Reorganized Debtors or the Distribution Agent to such Holder's Permitted Designee or, if such Holder has not identified a Permitted Designee, as appropriate: (a) to the signatory set forth on any Proof of Claim or Proof of Interest Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim or Proof of Interest is Filed or if the Debtors have not been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Reorganized Debtors or the applicable Distribution Agent, as appropriate, after the date of any related Proof of Claim or Proof of Interest; or (c) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf. Subject to this Article VI, distributions under the Plan on account of Allowed Claims shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim (or its Permitted Designee) shall have and receive the benefit of the distributions in the manner set forth in the Plan. The Debtors, the Reorganized Debtors, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan except for fraud, gross negligence, or willful misconduct.

3. Distributions to Holders of Allowed Claims Whose Status is Uncertain.

Unless and until the status of a Holder of an Allowed First Lien Claim, Allowed Second Lien Claim, Allowed 2020 Notes Claim or Allowed 2021 Notes Claim is demonstrated to the reasonable satisfaction of the Debtors or the Reorganized Debtors (as applicable), in consultation with counsel to the Required Consenting Creditors, as an Eligible Holder or Non-Eligible Holder, no distribution shall be made to such Holder (or its Permitted Designee) under the Plan on account of the respective Allowed First Lien Claim, Allowed Second Lien Claim, Allowed 2020 Notes Claim or Allowed 2021 Notes Claim, as applicable; *provided*, *however*, that any Holder of an Allowed First Lien Claim, Allowed Second Lien Claim, Allowed 2020 Notes Claim or Allowed 2021 Notes Claim that is in an amount of less than $50,000 shall be deemed a Non-Eligible Holder with respect to such Allowed Claim, and shall not be required to demonstrate its status as a Non-Eligible Holder to receive a distribution in respect of such Allowed Claim. If the status of a Holder of an Allowed First Lien Claim, Allowed Second Lien Claim, Allowed 2020 Notes Claim or Allowed 2021 Notes Claim is not demonstrated to the reasonable satisfaction of the Debtors or the Reorganized Debtors (as applicable) as an Eligible Holder or Non-Eligible Holder within one (1) year of the Effective Date, any distribution to which such Holder (or its Permitted Designee, as applicable)

would be entitled under the Plan shall be retained by the Reorganized Debtors, notwithstanding any state or other escheat or similar laws to the contrary, and the entitlement of such Holder (or its Permitted Designee, as applicable) to such distribution or any subsequent distribution on account of the respective Allowed First Lien Claim, Allowed Second Lien Claim, Allowed 2020 Notes Claim or Allowed 2021 Notes Claim, as applicable, shall be extinguished and forever barred. The Debtors or the Reorganized Debtors (as applicable), in consultation with counsel to the Required Consenting Creditors, shall establish procedures in compliance with applicable securities laws for the determination of whether a Holder of an Allowed First Lien Claim, Allowed Second Lien Claim, Allowed 2020 Notes Claim or Allowed 2021 Notes Claims is an Eligible Holder or a Non-Eligible Holder.

4. Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder (or its Permitted Designee, as applicable) is returned as undeliverable, no distribution to such Holder (or its Permitted Designee, as applicable) shall be made unless and until the Distribution Agent has determined the then-current address of such Holder (or its Permitted Designee, as applicable), at which time such distribution shall be made to such Holder (or its Permitted Designee, as applicable) without interest; *provided*, *however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six (6) months from the later of (a) the Effective Date and (b) the date of the distribution. After such date, all unclaimed property or interests in property shall revert to the Reorganized Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary) or shall be distributed pro rata to other Holders of Claims at the Reorganized Debtors option, and the Claim of any Holder to such property or interest in property shall be discharged of and forever barred.

For the avoidance of doubt, the Reorganized Debtors and their agents and attorneys are under no duty to take any action to attempt to locate any Holder of a Claim (or its Permitted Designee).

5. No Fractional Distributions

No fractional notes or shares, as applicable, of the New Equity (including the New Equity into which the New Warrants are exercisable) and no fractional New Warrants shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. When any distribution pursuant to the Plan on account of an applicable Allowed Claim would otherwise result in the issuance of a number of notes or shares, as applicable, of the New Equity (including the New Equity into which the New Warrants are exercisable) or New Warrants that is not a whole number, the actual distribution of notes or shares, as applicable, of the New Equity (including the New Equity into which the New Warrants are exercisable) shall be rounded as follows: (a) fractions of one-half (1/2) or greater shall be rounded to the next higher whole number and (b) fractions of less thanone-half (1/2) shall be rounded to the next lower whole number with no further payment therefor. The total number of authorized notes and shares, as applicable, of the New Equity and New Warrants shall be adjusted as necessary to account for the foregoing rounding.

6. Minimum Distributions

Holders of Allowed Claims entitled to distributions of $100 or less shall not receive distributions, and each Claim to which this limitation applies shall be discharged pursuant to Article VIII of this Plan and its Holder shall be forever barred from asserting that Claim against the Reorganized Debtors or their property.

*F. Manner of Payment*

At the option of the Distribution Agent, any Cash payment to be made under the Plan may be made by check or wire transfer or as otherwise required or provided in applicable agreements.

*G. Compliance Matters*

In connection with the Plan, to the extent applicable, the Reorganized Debtors and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements unless otherwise provided herein. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

*H. No Postpetition or Default Interest on Claims*

Unless otherwise specifically provided for in the Plan, the DIP Orders, or the Confirmation Order, and notwithstanding any documents that govern the Debtors' prepetition indebtedness to the contrary, and except with respect to DIP Claims, ABL Claims and First Lien Claims, (1) postpetition and/or default interest shall not accrue or be paid on any Claims and (2) no Holder of a Claim shall be entitled to: (a) interest accruing on or after the Petition Date on any such Claim; or (b) interest at the contract default rate, as applicable.

*I. Allocation Between Principal and Accrued Interest*

Except as otherwise provided in the Plan, the aggregate consideration paid to Holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, on such Allowed Claim accrued through the Petition Date.

*J. Foreign Currency Exchange Rate.*

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

*K. Setoffs and Recoupment*

Unless otherwise provided in the Plan or the Confirmation Order, each Debtor and each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may set off against or recoup any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled as of the Effective Date (whether pursuant to the Plan or otherwise); *provided*, *however*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor or Reorganized Debtor of any such claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder. In no event shall any Holder of Claims be entitled to set off or recoup any such Claim against any claim, right, or Cause of Action of the Debtor or Reorganized Debtor (as applicable), unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff or recoupment on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff or recoupment pursuant to section 553 of the Bankruptcy Code or otherwise.

*L. Claims Paid or Payable by Third Parties*

1. Claims Paid by Third Parties

A Claim shall be reduced in full, and such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent that a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall repay, return, or deliver any distribution held by or transferred to the Holder to the applicable Reorganized Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Claims Payable by Third Parties

The availability, if any, of insurance policy proceeds for the satisfaction of an Allowed Claim shall be determined by the terms of the insurance policies of the Debtors or Reorganized Debtors, as applicable. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims Register by the Solicitation Agent without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of an applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained in the Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

## ARTICLE VII.
## PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS

*A. Disputed Claims Process*

Holders of Claims and Interests need not File a Proof of Claim or Proof of Interest, as applicable, with the Bankruptcy Court and shall be subject to the Bankruptcy Court process only to the extent provided in the Plan, except to the extent a Claim arises on account of rejection of an Executory Contract or Unexpired Lease in accordance with Article V.B of the Plan. On and after the Effective Date, except as otherwise provided in the Plan, all Allowed Claims shall be paid pursuant to the Plan in the ordinary course of business of the Reorganized Debtors and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced. Other than Claims arising from the rejection of an Executory Contract or Unexpired Lease, if the Debtors or the Reorganized Debtors dispute any Claim or Interest, such dispute shall be determined, resolved, or adjudicated, as the case may be, in a manner as if the Chapter 11 Cases had not been commenced and shall survive the Effective Date as if the Chapter 11 Cases had not been commenced. Except as otherwise provided herein, if a party Files a Proof of Claim and the Debtors (with the consent of the Consenting Creditors) or the Reorganized Debtors, as applicable, do not determine, and without the need for notice to or action, order, or approval of the Bankruptcy Court, that the Claim subject to such Proof of Claim is Allowed, such Claim shall be Disputed unless Allowed or disallowed by a Final Order or as otherwise set forth in this Article VII of the Plan. For the avoidance of doubt, there is no requirement to File a Proof of Claim or Proof of Interest (or move the Court for allowance) to be an Allowed Claim or Allowed Interest, as applicable, under the Plan. Notwithstanding the foregoing, Entities must File cure objections as set forth in Article V.C of the Plan to the extent such Entity disputes the amount of the cure proposed to be paid by the Debtors or the Reorganized Debtors, as applicable. **All Proofs of Claim required to be Filed by the Plan that are Filed after the date that they are required to be Filed pursuant to the Plan shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

*B. Claims Administration Responsibilities.*

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests and (2) settle or compromise any Disputed Claim or Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Article IV.O of the Plan.

*C. Estimation of Claims and Interests*

Before or after the Effective Date, the Debtors or the Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim or Interest that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party in interest previously has objected to such Claim or Interest or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or Interest or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim or Interest, that estimated amount shall constitute a maximum limitation on such Claim or Interest for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest.

*D. Adjustment to Claims Without Objection*

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court. Any Claim Filed that is Allowed or adjudicated in the ordinary course shall be deemed resolved without further action of the Debtors or the Reorganized Debtors, as applicable.

*E. Disallowance of Claims or Interests.*

Except as otherwise expressly set forth herein, all Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

*F. No Distributions Pending Allowance*

Notwithstanding any other provision hereof, if any portion of a Claim or Interest is a Disputed Claim or Interest, as applicable, no payment or distribution provided hereunder shall be made on account of such Claim or Interest unless and until such Disputed Claim or Interest becomes an Allowed Claim or Interest.

*G. Distributions After Allowance*

To the extent that a Disputed Claim or Interest ultimately becomes an Allowed Claim or Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Interest in accordance with the provisions of the Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Interest becomes a Final Order, the Distribution Agent shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim or Interest.

*H. No Interest*

Interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

## ARTICLE VIII.
## SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS

*A. Compromise and Settlement of Claims, Interests, and Controversies*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

*B. Discharge of Claims*

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan or voted to reject the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date, except as otherwise specifically provided in the Plan.

*C. Release of Liens*

**Except (1) with respect to the Liens securing Other Secured Claims that are Reinstated pursuant to the Plan or (2) as otherwise provided in the Plan, the Exit First Lien Facility Documents (to the extent in respect of the DIP Exit First Lien Facility), the Exit Second Lien Facility Documents or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates and, subject to the consummation of the applicable distributions contemplated in the Plan, shall be fully released and discharged, at the sole cost of and expense of the Reorganized Debtors, and the Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any Holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.**

*D. Debtor Release*

**Effective as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, from any and all claims, interests, obligations, rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, as applicable, whether known or unknown, foreseen or unforeseen, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or their Estates or Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Facility, the DIP Orders, the ABL Facility, the First Lien Term Loan Facility, the Second Lien Term Loan Facility, the Unsecured Notes, the Chapter 11 Cases, the Restructuring Support Agreement, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, any of the foregoing and related prepetition transactions, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the New Warrant Agreements, the Equity Rights Offering Documents or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, Disclosure Statement, the New Corporate Governance Documents, the New Warrant Agreements, the Equity Rights Offering, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing or in this Plan, the releases set forth above do not release (1) any post-Effective Date obligations of any Person or other Entity under the Plan, the Confirmation Order, any Restructuring Transaction, the Exit Facility Documents (including without limitation the Specified 1L Exit Fee and the Specified 2L Exit Fee), the Equity Rights Offering Documents, the New Corporate Governance Documents, the New Warrant Agreements, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including the assumption of the Indemnification Provisions as set forth in the Plan or (2) any Retained Causes of Action.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Debtor release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the foregoing Debtor release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the foregoing Debtor release; (c) in the best interests of the Debtors and their Estates and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any claim or Cause of Action released pursuant to the foregoing Debtor release.**

*E. Third-Party Release*

**Effective as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, each Releasing Party, in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing entities, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action (including Avoidance Actions), remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, in law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the DIP Facility, the DIP Orders, the ABL Facility, the First Lien Term Loan Facility, the Second Lien Term Loan Facility, the Unsecured Notes, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, any of the foregoing (including, but not limited to, any guarantees by any Non-Debtor Affiliate of the obligations under the ABL Facility, the First Lien Term Loan Facility, the Second Lien Term Loan Facility or the Unsecured Notes) and, as applicable, the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the New Corporate Governance Documents, the Plan, the New Warrant Agreements, the Equity Rights Offering Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, Disclosure Statement, the New Corporate Governance Documents, the New Warrant Agreements, the Plan, the Equity Rights Offering (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act, or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing or in this Plan, the releases set forth above do not release any post-Effective Date obligations of any Person or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, the Exit Facility Documents (including without limitation the Specified 1L Exit Fee and the Specified 2L Exit Fee), the Equity Rights Offering Documents, the New Corporate Governance Documents, the New Warrant Agreements, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the foregoing Third-Party Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for a substantial contribution and for the good and valuable consideration provided by the Released Parties that is important to the success of the Plan; (d) a good faith settlement and compromise of the Claims released by the foregoing Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the foregoing Third-Party Release.**

*F. Releases of HOSMex by Holders of Claims in Class 3, Class 4, Class 5 and Class 6*

**Except as provided in the Exit First Lien Facility Documents (to the extent in respect of the DIP Exit First Lien Facility) or the Exit Second Lien Facility Documents, as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the substantial contributions of HOSMex to facilitate and implement the Plan, to the fullest extent permissible under applicable law, each Holder of a Claim in Class 3, Class 4, Class 5 or Class 6 (whether or not such Holder voted to reject the Plan or abstained from voting on the Plan) shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged HOSMex from any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities, including any derivative Claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the ABL Credit Agreement, the First Lien Credit Agreement, the Second Lien Credit Agreement, the 2020 Notes Indenture, the 2021 Notes Indenture or agreements related thereto (including, but not limited to, any guarantees by HOSMex of the obligations under the ABL Credit Agreement, the First Lien Credit Agreement, the Second Lien Credit Agreement, the 2020 Notes Indenture or the 2021 Notes Indenture), and any acts or omissions by HOSMex in connection therewith; provided that this Article VIII.F shall not be construed to release HOSMex from (a) gross negligence, willful misconduct, or fraud as determined by Final Order or (b) any post-Effective Date obligations of HOSMex under the Plan, the Confirmation Order, any Restructuring Transaction, the Exit Facility Documents (including without limitation the Specified 1L Exit Fee and the Specified 2L Exit Fee), the Equity Rights Offering Documents, the New Corporate Governance Documents, the New Warrant Agreements, or any other document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

*G. Exculpation*

**Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the Restructuring Support Agreement and related prepetition transactions, the Chapter 11 Cases, the Equity Rights Offering Documents, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion), except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.**

*H. Injunction*

**Effective as of the Effective Date, pursuant to section 524(a) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests or Causes of Action that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests or Causes of Action unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests or Causes of Action released or settled or subject to exculpation pursuant to the Plan.**

**Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Except as otherwise set forth in the Confirmation Order, Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.H.**

*I. Protection Against Discriminatory Treatment*

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors, or another Entity with whom the Reorganized Debtors have been associated, solely because such Reorganized Debtor was a Debtor under chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*J. Recoupment*

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

*K. Reimbursement or Contribution*

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the Effective Date, such Claim shall be forever disallowed notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Effective Date (1) such Claim has been adjudicated as noncontingent, or (2) the relevant Holder of a Claim has Filed a noncontingent Proof of Claim on account of such Claim and a Final Order has been entered determining such Claim as no longer contingent.

*L. Term of Injunctions or Stays*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

*M. Document Retention*

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

## ARTICLE IX.
## EFFECT OF CONFIRMATION OF THE PLAN

Upon entry of the Confirmation Order, the Bankruptcy Court shall be deemed to have made and issued on the Confirmation Date, pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014, the following findings of fact and conclusions of law as though made after due deliberation and upon the record at the Combined Hearing. Upon entry of the Confirmation Order, any and all findings of fact in the Plan shall constitute findings of fact even if they are stated as conclusions of law, and any and all conclusions of law in the Plan shall constitute conclusions of law even if they are stated as findings of fact.

*A. Jurisdiction and Venue*

On the Petition Date, the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors were and are qualified to be debtors under section 109 of the Bankruptcy Code. Venue in the Southern District of Texas was proper as of the Petition Date and continues to be proper. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Bankruptcy Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

*B. Approval of the Disclosure Statement*

The Disclosure Statement contains adequate information under section 1125 of the Bankruptcy Code and complies with applicable nonbankruptcy law under section 1125(g) of the Bankruptcy Code. The solicitation of votes to accept or reject the Plan was proper and complied with applicable nonbankruptcy law.

*C. Voting Report*

Prior to the Combined Hearing, the Solicitation Agent filed the Voting Report. All procedures used to distribute the Solicitation Materials to the applicable Holders of Claims and Interests and to tabulate the Ballots were fair and conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations. Pursuant to sections 1124 and 1126 of the Bankruptcy Code, at least one Impaired Class entitled to vote on the Plan has voted to accept the Plan.

*D. Judicial Notice*

The Bankruptcy Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the clerk of the Bankruptcy Court and/or its duly appointed agent, including all pleadings and other documents Filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases (including the Combined Hearing). Resolutions of any objections to Confirmation explained on the record at the Combined Hearing are hereby incorporated by reference. All entries on the docket of the Chapter 11 Cases shall constitute the record before the Bankruptcy Court for purposes of the Combined Hearing.

*E. Transmittal and Mailing of Materials; Notice*

Due, adequate, and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement, the Combined Hearing, and the release and exculpation provisions set forth in Article VIII of the Plan, along with all deadlines for voting on or objecting to the Plan, has been given to (1) all known Holders of Claims and Interests, (2) parties that requested notice in accordance with Bankruptcy Rule 2002, (3) all parties to Unexpired Leases and Executory Contracts, and (4) all taxing authorities listed on the Schedules or in the Claims Register, in compliance with Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Disclosure Statement and such transmittal and service were appropriate, adequate, and sufficient. Adequate and sufficient notice of the Combined Hearing and other dates, deadlines, and hearings described in the Disclosure Statement was given in compliance with the Bankruptcy Rules and such order, and no other or further notice is or shall be required.

*F. Solicitation*

Votes for acceptance and rejection of the Plan were solicited in good faith and complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws, and regulations. The Debtors and their respective directors, managers, officers, employees, agents, affiliates, representatives, attorneys, and advisors, as applicable, have solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and the Disclosure Statement and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article VIII of the Plan. The Debtors and the Released Parties solicited acceptance of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and they participated in good faith, and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, or purchase of New Equity, New Warrants, and New Equity issuable upon exercise of the New Warrants and any debt securities that were offered or sold under the Plan and, pursuant to section 1125(e) of the Bankruptcy Code, and no Released Party is or shall be liable on account of such solicitation for violation of any applicable law, rule, or regulation governing solicitation of acceptance of a chapter 11 plan or the offer, issuance, sale, or purchase of such debt securities.

*G. Burden of Proof*

The Debtors, as proponents of the Plan, have satisfied their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard. The Debtors have satisfied the elements of section 1129(a) and 1129(b) of the Bankruptcy Code by clear and convincing evidence.

*H. Bankruptcy Rule 3016(a) Compliance*

The Plan is dated and identifies the proponents thereof, thereby satisfying Bankruptcy Rule 3016(a).

*I. Compliance with the Requirements of Section 1129 of the Bankruptcy Code*

The plan complies with all requirements of section 1129 of the Bankruptcy Code as follows:

1. Section 1129(a)(1)–Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1121, 1122, 1123, and 1125 of the Bankruptcy Code.

(a) Standing

Each of the Debtors has standing to file a plan and the Debtors, therefore, have satisfied section 1121 of the Bankruptcy Code.

(b) Proper Classification

Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan designates Classes of Claims and Interests, other than Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims, which are not required to be classified. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

(c) Specification of Unimpaired Classes

Pursuant to section 1123(a)(2) of the Bankruptcy Code, Article III of the Plan specifies all Classes of Claims and Interests that are not Impaired.

(d) Specification of Treatment of Impaired Classes

Pursuant to section 1123(a)(3) of the Bankruptcy Code, Article III of the Plan specifies the treatment of all Classes of Claims and Interests that are Impaired.

(e) No Discrimination

Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article III of the Plan provides the same treatment for each Claim or Interest within a particular Class, as the case may be, unless the Holder of a particular Claim or Interest has agreed to less favorable treatment with respect to such Claim or Interest, as applicable.

(f) Plan Implementation

Pursuant to section 1123(a)(5) of the Bankruptcy Code, the Plan provides adequate and proper means for the Plan's implementation. Immediately upon the Effective Date, sufficient Cash and other consideration provided under the Plan will be available to make all payments required to be made on the Effective Date pursuant to the terms of the Plan. Moreover, Article IV and various other provisions of the Plan specifically provide adequate means for the Plan's implementation.

(g) Voting Power of Equity Securities; Selection of Officer, Director, or Trustee under the Plan

The New Corporate Governance Documents comply with sections 1123(a)(6) and 1123(a)(7) of the Bankruptcy Code.

(h) Impairment/Unimpairment of Classes of Claims and Equity Interests

Pursuant to section 1123(b)(1) of the Bankruptcy Code, (i) Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), Class 3 (ABL Claims), and Class 7 (General Unsecured Claims) are Unimpaired under the Plan, (ii) Class 4 (First Lien Claims), Class 5 (Second Lien Claims), Class 6 (Unsecured Notes Claims), Class 9 (Equity Interests), and Class 11 (Section 510(b) Claims) are Impaired under the Plan, and (iii) Class 8 (Debtor Intercompany Claims) and Class 10 (Intercompany Interests) are either Unimpaired or Impaired under the Plan at the election of the applicable Debtors.

(i) Assumption and Rejection of Executory Contracts and Unexpired Leases

In accordance with section 1123(b)(2) of the Bankruptcy Code, pursuant to Article V of the Plan, on the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed unless (1) previously were assumed, assumed and assigned, or rejected by the Debtors; (2) are identified on the Rejected Executory Contract and Unexpired Lease List; (3) are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. Notwithstanding anything in Article V of the Plan to the contrary, the Debtors shall be authorized to and will enter into the Executive Employment Agreements on the Effective Date and the Debtors shall be authorized to enter into the Amended and

Restated License Agreement on the Effective Date. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Debtors' assumption and assignment of the Executory Contracts and Unexpired Leases listed on the Schedule of Assumed Executory Contracts and Unexpired Leases pursuant to Article V of the Plan governing assumption and rejection of executory contracts and unexpired leases satisfies the requirements of section 365(b) of the Bankruptcy Code and, accordingly, the requirements of section 1123(b) of the Bankruptcy Code.

The Debtors have exercised reasonable business judgment in determining whether to reject, assume, or assume and assign each of their Executory Contracts and Unexpired Leases under the terms of the Plan. Each pre- or post-Confirmation rejection, assumption, or assumption and assignment of an Executory Contract or Unexpired Lease pursuant to Article V of the Plan will be legal, valid and binding upon the applicable Debtor and all other parties to such Executory Contract or Unexpired Lease, as applicable, all to the same extent as if such rejection, assumption, or assumption and assignment had been effectuated pursuant to an appropriate order of the Court entered before the Confirmation Date under section 365 of the Bankruptcy Code. Each of the Executory Contracts and Unexpired Leases to be rejected, assumed, or assumed and assigned is deemed to be an executory contract or an unexpired lease, as applicable.

(j) Settlement of Claims and Causes of Action

All of the settlements and compromises pursuant to and in connection with the Plan or incorporated by reference into the Plan comply with the requirements of section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019.

Pursuant to Bankruptcy Rule 9019 and section 363 of the Bankruptcy Code and in consideration for the distributions and other benefits provided under the Plan, any and all compromise and settlement provisions of the Plan constitute good-faith compromises, are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

Specifically, the settlements and compromises pursuant to and in connection with the Plan are substantively fair based on the following factors: (a) the balance between the litigation's possibility of success and the settlement's future benefits; (b) the likelihood of complex and protracted litigation and risk and difficulty of collecting on the judgment; (c) the proportion of creditors and parties in interest that support the settlement; (d) the competency of counsel reviewing the settlement; the nature and breadth of releases to be obtained by officers and directors; and (e) the extent to which the settlement is the product of arm's-length bargaining.

(k) Cure of Defaults

Article V of the Plan provides for the satisfaction of default claims associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. The Cure Costs identified in the Schedule of Assumed Executory Contracts and Unexpired Leases and any amendments thereto, as applicable, represent the amount, if any, that the Debtors propose to pay in full and complete satisfaction of such default claims. Any disputed cure amounts will be determined in accordance with the procedures set forth in Article V of the Plan, and applicable bankruptcy and nonbankruptcy law. As such, the Plan provides that the Debtors will cure, or provide adequate assurance that the Debtors will promptly cure, defaults with Executory Contracts and Unexpired Leases in compliance with section 365(b)(1) of the Bankruptcy Code. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

(l) Other Appropriate Provisions

The Plan's other provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code, including provisions for (i) distributions to Holders of Claims and Interests, (ii) objections to Claims, (iii) procedures for resolving Disputed, contingent, and unliquidated claims, (iv) cure amounts, procedures governing cure disputes, and (v) indemnification obligations.

2. Section 1129(a)(2)–Compliance of Plan Proponents with Applicable Provisions of the Bankruptcy Code

The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. In particular, the Debtors are proper debtors under section 109 of the Bankruptcy Code and proper proponents of the Plan under section 1121(a) of the Bankruptcy Code. Furthermore, the solicitation of acceptances or rejections of the Plan was (i) pursuant to the Disclosure Statement; (ii) in compliance with all applicable laws, rules, and regulations governing the adequacy of disclosure in connection with such solicitation; and (iii) solicited after disclosure to Holders of Claims or Interests of adequate information as defined in section 1125(a) of the Bankruptcy Code. Accordingly, the Debtors and their respective directors, officers, employees, agents, affiliates, and Professionals have acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code.

3. Section 1129(a)(3)–Proposal of Plan in Good Faith

The Debtors have proposed the Plan in good faith and not by any means forbidden by law based on the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to reorganize.

4. Section 1129(a)(4)–Bankruptcy Court Approval of Certain Payments as Reasonable

Pursuant to section 1129(a)(4) of the Bankruptcy Code, the payments to be made for services or for costs in connection with the Chapter 11 Cases or the Plan are approved. The procedures set forth in the Plan for the Bankruptcy Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

5. Section 1129(a)(5)–Disclosure of Identity of Proposed Management, Compensation of Insiders, and Consistency of Management Proposals with the Interests of Creditors and Public Policy

Pursuant to section 1129(a)(5) of the Bankruptcy Code, information concerning the individuals proposed to serve on the Reorganized Hornbeck Board and, if applicable, such individual's compensation upon Consummation of the Plan has been fully disclosed (in the Plan Supplement) to the extent available, and the appointment to, or continuance in, such office of such person is consistent with the interests of Holders of Claims and Interests and with public policy.

6. Section 1129(a)(6)–Approval of Rate Changes

Section 1129(a)(6) of the Bankruptcy Code is not applicable because the Plan does not provide for rate changes by any of the Debtors.

7. Section 1129(a)(7)–Best Interests of Creditors and Interest Holders

The liquidation analysis included in the Disclosure Statement, and the other evidence related thereto that was proffered or adduced at or prior to, or in affidavits in connection with, the Combined Hearing, is reasonable. The methodology used and assumptions made in such liquidation analysis, as supplemented by the evidence proffered or adduced at or prior to, or in affidavits filed in connection with, the Combined Hearing, are reasonable. With respect to each Impaired Class, each Holder of an Allowed Claim or Interest in such Class has accepted the Plan or will receive under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

8. Section 1129(a)(8)–Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class

Certain Classes of Claims and Interests are Unimpaired and are presumed conclusively to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. In addition, at least one Impaired Class that was entitled to vote has voted to accept the Plan. Because the Plan provides that the certain Classes of Claims and Interests will be Impaired and because no distributions shall be made to Holders in such Classes, such Holders are deemed conclusively to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, are not entitled to vote to accept or reject the Plan.

9. Section 1129(a)(9)–Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code

The treatment of Administrative Claims, Professional Fee Claims, DIP Claims, Other Priority Claims, and Priority Tax Claims under Article II of the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

10. Section 1129(a)(10)–Acceptance by at Least One Impaired Class

At least one Impaired Class has voted to accept the Plan. Accordingly, section 1129(a)(10) of the Bankruptcy Code is satisfied.

11. Section 1129(a)(11)–Feasibility of the Plan

The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. Based upon the evidence proffered or adduced at, or prior to, or in affidavits filed in connection with, the Combined Hearing, the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan, except as such liquidation is proposed in the Plan. Furthermore, the Debtors will have adequate assets to satisfy their respective obligations under the Plan.

12. Section 1129(a)(12)–Payment of Bankruptcy Fees

Article II.G of the Plan provides for the payment of all fees payable under 28 U.S.C. § 1930(a) in accordance with section 1129(a)(12) of the Bankruptcy Code.

13. Section 1129(a)(13)–Retiree Benefits

The Plan provides for the treatment of all retiree benefits in accordance with section 1129(a)(13) of the Bankruptcy Code.

14. Section 1129(a)(14)–Domestic Support Obligations

The Debtors are not required by a judicial or administrative order, or by statute, to pay any domestic support obligations, and therefore, section 1129(a)(14) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

15. Section 1129(a)(15)–The Debtors Are Not Individuals

The Debtors are not individuals, and therefore, section 1129(a)(15) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

16. Section 1129(a)(16)–No Applicable Nonbankruptcy Law Regarding Transfers

Each of the Debtors that is a corporation is a moneyed, business, or commercial corporation or trust, and therefore, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

17. Section 1129(b)–Confirmation of Plan Over Rejection of Impaired Classes

The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code with respect to the Classes deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code or that have actually rejected the Plan (if any). To determine whether a plan is "fair and equitable" with respect to a class of claims, section 1129(b)(2)(B)(ii) of the Bankruptcy Code provides in pertinent part that "the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property." To determine whether a plan is "fair and equitable" with respect to a class of interests, section 1129(b)(2)(C)(ii) of the Bankruptcy Code provides that "the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property." There are no classes junior to the deemed (or actual) rejecting classes of claims or interests that will receive any distribution under the Plan. The Plan, therefore, satisfies the requirements of section 1129(b) of the Bankruptcy Code.

18. Section 1129(c)–Confirmation of Only One Plan With Respect to the Debtors

The Plan is the only plan that has been filed in these Chapter 11 Cases with respect to the Debtors. Accordingly, the Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

19. Section 1129(d)–Principal Purpose Not Avoidance of Taxes

The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. Accordingly, the Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

20. Section 1129(e)–Small Business Case

Section 1129(e) is inapplicable because these Chapter 11 Cases do not qualify as small business cases thereunder.

*J. Securities Under the Plan*

Pursuant to the Plan, and without further corporate or other action, the New Equity, the New Warrants, any New Equity issuable upon exercise of the New Warrants, and any debt issued or assumed by the Reorganized Debtors will be issued or entered into, as applicable, on the Effective Date subject to the terms of the Plan.

*K. Releases and Discharges*

The releases and discharges of Claims and Causes of Action described in the Plan, including releases by the Debtors and by Holders of Claims and Interests, constitute good faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and are in the best interest of Holders of Claims and Interests, are fair, equitable, reasonable, and are integral elements of the resolution of the Chapter 11 Cases in accordance with the Plan. Each of the discharge, release, indemnification, and exculpation provisions set forth in the Plan: (a) is within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (b) is an essential means of implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (c) is an integral element of the transactions incorporated into the Plan; (d) confers material benefit on, and is in the best interests of, the Debtors, their Estates, and their creditors; (e) is important to the overall objectives of the Plan to finally resolve all Claims and Interests among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors; (f) is consistent with sections 105, 1123, 1129, and all other applicable provisions of the Bankruptcy Code; (g) given and made after due notice and opportunity for hearing; and (h), without limiting the foregoing, with respect to the releases and injunctions in Article VIII of the Plan, are (i) essential elements of the Restructuring Transactions and Plan, terms and conditions without which the Consenting Creditors would not have entered into the Restructuring Support Agreement, (ii) narrowly tailored, and (iii) in consideration of the substantial financial contribution of the Consenting Creditors under the Plan. Furthermore, the injunction set forth in Article VIII is an essential component of the Plan, the fruit of long-term negotiations and achieved by the exchange of good and valuable consideration that will enable unsecured creditors to realize distributions in the Chapter 11 Cases.

*L. Release and Retention of Causes of Action*

It is in the best interests of Holders of Claims and Interests that the provisions in Article VIII of the Plan be approved.

*M. Approval of Restructuring Support Agreement, Backstop Commitment Agreement, the Exit Facilities Documents and Other Restructuring Documents and Agreements*

All documents and agreements necessary to implement the Plan, including the Restructuring Support Agreement, the Backstop Commitment Agreement, the Exit Facilities Documents, the other documents contained in the Plan Supplement and the other restructuring documents are essential elements of the Plan, are necessary to consummate the Plan and the Restructuring Transactions, and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements have been negotiated in good faith, at arm's-length, are fair and reasonable, and are hereby reaffirmed and approved, and subject to the occurrence of the Effective Date and execution and delivery in accordance with their respective terms, shall be in full force and effect and valid, binding, and enforceable in accordance with their respective terms, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, or other action under applicable law, regulation, or rule.

## ARTICLE X.
## CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

*A. Conditions Precedent to the Effective Date*

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article X:

1. the Bankruptcy Court shall have approved the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code.

2. the Final DIP Order approving the DIP Facility shall have been entered and shall remain in full force and effect and no event of default shall have occurred and be continuing thereunder; and the ABL Claims (other than any portion thereof on account of the ABL Redemption Fee) shall have been paid in full in Cash in accordance with the Interim DIP Order;

3. the Bankruptcy Court shall have entered the Confirmation Order, which shall be a Final Order, in form and substance consistent in all respects with the Restructuring Support Agreement and otherwise in form and substance reasonably acceptable to the Debtors and the Required Consenting Creditors;

4. the Debtors shall have obtained all authorizations, consents, regulatory approvals (including from the U.S. Coast Guard and the U.S. Maritime Administration and, if required or advisable (as determined by the Debtors and the Required Consenting Creditors), the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, and, if applicable, the Mexican Antitrust Authority), rulings, or documents that are necessary to implement and effectuate the Plan;

5. except as otherwise expressly provided herein, all documents to be executed, delivered, assumed, or performed upon or in connection with Consummation shall have been (a) executed, delivered, assumed, or performed, as the case may be, (b) to the extent required, filed with the applicable

Governmental Units in accordance with applicable law, (c) any conditions contained in such documents (other than Consummation or notice of Consummation) shall have been satisfied or waived in accordance therewith, including all documents included in the Plan Supplement, and (d) in each case shall be consistent with the Restructuring Support Agreement and the Plan;

6. there shall not be in effect any (a) order, opinion, ruling, or other decision entered by any court or other Governmental Unit or (b) U.S. or other applicable law staying, restraining, enjoining, prohibiting, or otherwise making illegal the implementation of any of the transactions contemplated by the Plan;

7. the Backstop Commitment Agreement shall have been approved by entry of an order by the Bankruptcy Court (which may be the Confirmation Order) shall remain in full force and effect, all conditions to closing the Backstop Commitment Agreement shall have been satisfied or waived in accordance with its terms and the Backstop Commitment Agreement shall not have been terminated;

8. the conditions to the effectiveness of the Exit Facilities shall have been satisfied or waived in accordance with the terms of the Exit Facilities Documents on or prior to the Effective Date;

9. all conditions and milestones in the Restructuring Support Agreement shall have been satisfied or waived in accordance with its terms and no termination event thereunder shall have occurred and not been waived;

10. the New Corporate Governance Documents shall be in full force and effect (with all conditions precedent thereto having been satisfied or waived), subject to any applicable post-closing execution and delivery requirements;

11. unless waived by the Required Consenting Creditors, the Amended and Restated License Agreement shall be in full force and effect (with all conditions precedent thereto having been satisfied or waived);

12. the final version of each of the Plan, the Definitive Documents, and all documents contained in any supplement to the Plan, including the Plan Supplement and any exhibits, schedules, amendments, modifications, or supplements thereto or other documents contained therein shall have been executed or filed, as applicable in form and substance consistent in all respects with the Restructuring Support Agreement and the Plan, and comply with the applicable consent rights set forth in the Restructuring Support Agreement and/or the Plan for such documents and shall not have been modified in a manner inconsistent with the Restructuring Support Agreement;

13. the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Article XI.A of the Plan;

14. to the extent invoiced and not already paid and/or provided for in Article II.C hereof, the payment in Cash of all Consenting Creditors Fees and Expenses and all other fees provided for in the Restructuring Support Agreement and the DIP Orders, including the reasonable and documented fees and expenses of the Secured Lender Group Representatives and the Noteholder Committee Representatives incurred in connection with the Chapter 11 Cases prior to the Effective Date and for which the Debtors have received invoices; provided that such payment shall occur concurrently with, and not prior to, the Effective Date with respect to such fees and expenses of (y) Milbank LLP, Seward & Kissel LLP, and local counsel to the Noteholder Committee incurred prior to the date of the Restructuring Support Agreement (other than as expressly permitted under the Restructuring Support Agreement) and (z) Moelis & Company and Paul, Weiss, Rifkind, Wharton & Garrison LLP;

15. all Professional Fee Claims and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court;

16. the aggregate amount of Cash payments to be made on the Effective Date under Article III.B.5(c)(ii), Article III.B.6(c)(ii) and Article III.B.6(d)(ii) shall be no greater than $500,000; and

17. the Debtors shall have implemented the Restructuring Transactions and all transactions contemplated in the Restructuring Support Agreement in a manner consistent with the Restructuring Support Agreement (and subject to, and in accordance with, the Consenting Creditor Approval Rights) and the Plan.

*B. Waiver of Conditions to Confirmation or the Effective Date*

Each condition to the Effective Date set forth in Article X.A may be waived in whole or in part at any time by the Debtors, subject to the prior written consent of the Required Consenting Creditors and the Required Commitment Parties, without notice, leave, or order of the Bankruptcy Court.

*C. Substantial Consummation*

"Substantial Consummation" of the Plan, as defined in section 1101(2) of the Bankruptcy Code, with respect to any of the Debtors, shall be deemed to occur on the Effective Date with respect to such Debtor.

*D. Effect of Non-Occurrence of Conditions to Consummation*

If the Effective Date does not occur with respect to any of the Debtors, the Plan shall be null and void in all respects with respect to such Debtor, and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in such Debtors; (2) prejudice in any manner the rights of such Debtors, any Holders of a Claim or Interest, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by such Debtors, any Holders, or any other Entity in any respect.

## ARTICLE XI.
## MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

*A. Modification of Plan*

Subject to Consenting Creditor Approval Rights, the Debtors reserve the right to modify the Plan prior to Confirmation and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

*B. Effect of Confirmation on Modifications*

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

*C. Revocation or Withdrawal of Plan*

The Debtors reserve the right, subject to the terms of the Restructuring Support Agreement, to revoke or withdraw the Plan before the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if the Confirmation Date or the Effective Date does not occur, then: (1) the Plan will be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (3) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims, Interests, or Causes of Action, (b) prejudice in any manner the rights of any Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

## ARTICLE XII.
## RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Claim or Interest and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Claims arising therefrom, including pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Interests (as applicable) are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. to hear and determine all disputes arising from or related to any determination by Hornbeck in its reasonable discretion with respect to the acceptance, non-acceptance or rejection of any U.S. Citizenship Affidavit as reasonable proof of establishing that any Person entitled to shares of New Equity under this Plan is a U.S. Citizen under the Jones Act;

6. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

7. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;

8. enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

9. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

10. adjudicate, decide, or resolve any and all matters related to the Restructuring Transactions;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

12. resolve any cases, controversies, suits, disputes, Causes of Action, or any other matters that may arise in connection with the Consummation, interpretation, or enforcement of the Plan, the Disclosure Statement, the Confirmation Order, or the Restructuring Transactions, or any Entity's obligations incurred in connection with the foregoing, including disputes arising under agreements, documents, or instruments executed in connection with the Plan, the Disclosure Statement, the Confirmation Order, or the Restructuring Transactions;

13. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VI.L.1 of the Plan; (b) with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan, the Confirmation Order, and, subject to any applicable forum selection clauses, contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; or (d) related to section 1141 of the Bankruptcy Code;

14. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. consider any modifications to the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order; or remedy any defect or omission or reconcile or clarify any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan; *provided* that any such modifications shall be subject to the Consenting Creditor Approval Rights;

16. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

17. enter an order or Final Decree concluding or closing the Chapter 11 Cases;

18. enforce all orders previously entered by the Bankruptcy Court; and

19. hear any other matter not inconsistent with the Bankruptcy Code;

*provided, however*, that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to a different court, and any disputes concerning documents contained in the Plan Supplement that contain such clauses shall be governed in accordance with the provisions of such documents.

To the extent that it is legally impermissible for the Bankruptcy Court to have exclusive jurisdiction over any of the foregoing matters, the Bankruptcy Court will have non-exclusive jurisdiction over such matters to the extent legally permissible. The Plan shall not modify the jurisdictional provisions of any Equity Rights Offering Document. Notwithstanding anything herein to the contrary, on and after the Effective Date, the Bankruptcy Court's retention of jurisdiction pursuant to the Plan shall not govern the enforcement or adjudication of any rights or remedies with respect to or as provided in any Equity Rights Offering Document, and the jurisdictional provisions of such documents shall control.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter, including the matters set forth in this Article XII, the provisions of this Article XII shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XIII.
## MISCELLANEOUS PROVISIONS

*A. Immediate Binding Effect*

Subject to Article X.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

*B. Additional Documents*

Subject to and in accordance with the Debtors' obligations under the Restructuring Support Agreement and of this Plan, on or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. Subject to their respective obligations under the Restructuring Support Agreement as a party thereto, the Debtors or the Reorganized Debtors, as applicable, and all Holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

*C. Reservation of Rights*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court has entered the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

*D. Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

*E. Service of Documents*

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or Reorganized Debtors, as applicable, shall also be served on or delivered to:

**(a) If to the Debtors:**

Hornbeck Offshore Services, Inc.
103 Northpark Boulevard, Suite 300
Covington, Louisiana 70433
Attn: Samuel Giberga
Email: samuel.giberga@hornbeckoffshore.com
with a copy to (which shall not constitute notice):
Kirkland & Ellis LLP
609 Main Street
Houston, Texas 77002
Attn: Ryan Blaine Bennett, Benjamin Rhode, Ameneh Bordi
Email: Rbennett@kirkland.com; benjamin.rhode@kirkland.com;
ameneh.bordi@kirkland.com

**(b) if to a Consenting ABL Lender, to:**

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Andreas P. Andromalos
Email Address: AAndromalos@brownrudnick.com

**(c) if to a Consenting Secured Lender represented by Secured Lender Group Representatives, to:**

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Damian S. Schaible, Darren S. Klein, and Stephanie Massman
Email address: damian.schaible@davispolk.com; darren.klein@davispolk.com;
stephanie.massman@davispolk.com

**(d) if to a Consenting Unsecured Noteholder, to:**

Milbank LLP
55 Hudson Yards
New York, New York 10001-2163
Attention: Gerard Uzzi and Eric K. Stodola
Email: guzzi@milbank.com; estodola@milbank.com

After the Effective Date, the Reorganized Debtors shall have the authority to send a notice to Entities that continue to receive documents pursuant to Bankruptcy Rule 2002 requiring such Entity to file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

*F. Entire Agreement*

Except as otherwise indicated, and without limiting the effectiveness of the Restructuring Support Agreement, the Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

*G. Plan Supplement Exhibits*

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, the Plan Supplement shall control. The documents considered in the Plan Supplement are an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

*H. Non-Severability*

Except as set forth in Article VIII of the Plan, the provisions of the Plan, including its release, injunction, exculpation and compromise provisions, and the Definitive Documents, are mutually dependent and non-severable. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan and the Definitive Documents are: (1) valid and enforceable pursuant to their terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (3) non-severable and mutually dependent.

*I. Votes Solicited in Good Faith*

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, no such parties, individuals, or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

*J. Waiver or Estoppel*

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

*K. Closing of Chapter 11 Cases*

Upon the occurrence of the Effective Date, the Reorganized Debtors shall be permitted to close all of the Chapter 11 Cases except for the Chapter 11 Case of Hornbeck, and all contested matters and adversary proceedings relating to each of the Debtors, including objections to Claims, shall be administered and heard in the Chapter 11 Case of Hornbeck; *provided* that for purposes of sections 546 and 550 of the Bankruptcy Code, the Chapter 11 Cases shall be deemed to remain open until the Chapter 11 Case of Hornbeck has been closed.

When all Disputed Claims have become Allowed or Disallowed and all remaining Cash has been distributed in accordance with the Plan, the Reorganized Debtors shall seek authority from the Bankruptcy Court to close the Chapter 11 Case of Hornbeck in accordance with the Bankruptcy Code and the Bankruptcy Rules.

Dated: May 13, 2020

Hornbeck Offshore Services, Inc.
on behalf of itself and all other Debtors

*/s/ James O. Harp, Jr.*
James O. Harp, Jr.
Executive Vice President and Chief Financial Officer
Hornbeck Offshore Services, Inc.

Prepared by:


**JACKSON WALKER L.L.P.**
Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy M. Peguero (TX Bar No. 24102776)
Jennifer F. Wertz (TX Bar No. 24072822)
Veronica A. Polnick (TX Bar No. 24079148)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
kpeguero@jw.com
jwertz@jw.com
vpolnick@jw.com

*Proposed Co-Counsel to the Debtors*
*and Debtors in Possession*

**KIRKLAND & ELLIS LLP**
**KIRKLAND & ELLIS INTERNATIONAL LLP**
Edward O. Sassower, P.C. (*pro hac vice* pending)
Ameneh M. Bordi (*pro hac vice* pending)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: edward.sassower@kirkland.com
ameneh.bordi@kirkland.com

-and-

Ryan Blaine Bennett, P.C. (*pro hac vice* pending)
Benjamin M. Rhode (*pro hac vice* pending)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: ryan.bennett@kirkland.com
benjamin.rhode@kirkland.com

*Proposed Co-Counsel to the Debtors*
*and Debtors in Possession*

**Exhibit B**

**Confirmation Notice**

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

| | | |
|---|---|---|
| In re: | ) | Chapter 11 |
| HORNBECK OFFSHORE SERVICES, INC., *et al*.,[1] | ) | Case No. 20-32679 (DRJ) |
| Debtors. | ) | (Jointly Administered) |
| | ) | **Re: Docket Nos. [•],[•]** |

**NOTICE OF (A) ENTRY OF**
**CONFIRMATION ORDER CONFIRMING THE DEBTORS'**
**JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION AND**
**(II) GRANTING RELATED RELIEF AND (B) OCCURRENCE OF EFFECTIVE DATE**

**PLEASE TAKE NOTICE** that on [__], 2020, the Honorable David R. Jones, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the "Court"), entered the *Order (I) Approving the Debtors' Disclosure Statement for, and Confirming, the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization and (II) Granting related relief* [Docket No. [•]] (the "Confirmation Order") confirming the Plan[2] and approving the Disclosure Statement [Docket No. 6] of the above-captioned debtors (the "Debtors").

**PLEASE TAKE FURTHER NOTICE** that the Effective Date of the Plan occurred on **[_____ ], 2020**.

**PLEASE TAKE FURTHER NOTICE** that the Plan, the Plan Supplement, the Confirmation Order, and copies of all documents filed in these chapter 11 cases are available free of charge by visiting http://cases.stretto.com/hornbeck or by calling the Debtors' restructuring hotline at (855)258-1004. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: https://www.txs.uscourts.gov/page/bankruptcy-court.

**PLEASE TAKE FURTHER NOTICE** that the Court has approved certain discharge, release, exculpation, injunction, and related provisions in Article VIII of the Plan.

**PLEASE TAKE FURTHER NOTICE** that the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors and the Reorganized Debtors, as applicable, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, the Confirmation Order and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

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1 Due to the large number of Debtors in these chapter 11 cases, for which joint administration has been granted, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list may be obtained on the website of the Debtors' proposed solicitation agent at http://cases.stretto.com/hornbeck. The location of the Debtors' service address is: 8 Greenway Plaza, Suite 1525, Houston, Texas 77046.

2 Capitalized terms used but not otherwise defined herein have the meanings given to them in the *Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization* [Docket No. 7] (as modified, amended, and including all supplements, the 'Plan").

**PLEASE TAKE FURTHER NOTICE** that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Houston, Texas
[•], 2020


**JACKSON WALKER L.L.P.**
Matthew D. Cavenaugh (TX Bar No. 24062656)
Kristhy M. Peguero (TX Bar No. 24102776)
Jennifer F. Wertz (TX Bar No. 24072822)
Veronica A. Polnick (TX Bar No. 24079148)
1401 McKinney Street, Suite 1900
Houston, Texas 77010
Telephone: (713) 752-4200
Facsimile: (713) 752-4221
Email: mcavenaugh@jw.com
kpeguero@jw.com
jwertz@jw.com
vpolnick@jw.com

*Proposed Co-Counsel to the Debtors and Debtors in Possession*

**KIRKLAND & ELLIS LLP**
**KIRKLAND & ELLIS INTERNATIONAL LLP**
Edward O. Sassower, P.C. (*admitted pro hac vice*)
Ameneh M. Bordi (*admitted pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: edward.sassower@kirkland.com
ameneh.bordi@kirkland.com

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Ryan Blaine Bennett, P.C. (*admitted pro hac vice*)
Benjamin M. Rhode (*admitted pro hac vice*)
300 North LaSalle Street
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: ryan.bennett@kirkland.com
benjamin.rhode@kirkland.com

*Proposed Co-Counsel to the Debtors and Debtors in Possession*


**IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, PLEASE CONTACT STRETTO BY CALLING 1-855-258-1004 (TOLL FREE) OR 1- 949-242-4788 (INTERNATIONAL).**

**Exhibit 3.1**

**THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**
**OF**
**HORNBECK OFFSHORE SERVICES, INC.**

Hornbeck Offshore Services, Inc., (the "**Corporation**") a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended, "**Delaware Law**"),

DOES HEREBY CERTIFY:

FIRST: The current name of the Corporation is Hornbeck Offshore Services, Inc.

SECOND: The name under which the Corporation was originally incorporated is HV Marine Services, Inc. The date of filing of its original certificate of incorporation with the Secretary of State of the State of Delaware was June 2, 1997 (as amended, the "**Original Certificate**").

THIRD: The Original Certificate was amended and restated in its entirety pursuant to the Restated Certificate of Incorporation on December 30, 1997 filed with the Secretary of State of the State of Delaware on, which was further amended and restated in its entirety pursuant to Second Restated Certificate of Incorporation (as amended, the "**Existing Certificate**") filed with the Secretary of State of the State of Delaware on dated March 5, 2004.

FOURTH: This Third Amended and Restated Certificate of Incorporation (this "**Certificate**"), effective as of September 4, 2020 (the "**Effective Date**"), amends and restates in their entirety the provisions of the Existing Certificate. Certain capitalized terms used in this Certificate are defined where appropriate herein.

FIFTH: This Certificate, which restates and amends the Existing Certificate, was duly adopted, without the need for approval by the board of directors (the "**Board**") or the stockholders of the Corporation, in accordance with Sections 242, 245 and 303 of Delaware Law and in accordance with that certain Joint Prepackaged Chapter 11 Plan of Hornbeck Offshore Services, Inc. and certain of its subsidiaries, approved by order of the United States Bankruptcy Court for the Southern District of Texas in *In re: Hornbeck Offshore Services, Inc., et al*, Case No. 20-32679, under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101- 1330), as amended.

SIXTH: The text of the Existing Certificate as heretofore amended, supplemented or restated is hereby amended and restated to read as herein set forth in full:

**ARTICLE I**
**NAME**

The name of the Corporation is Hornbeck Offshore Services, Inc.

**ARTICLE II**
**TERM**

The Corporation shall have perpetual existence.

**ARTICLE III**
**PURPOSE**

The purpose for which the Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under Delaware Law.

**ARTICLE IV**
**CAPITALIZATION**

4.1 Capitalization. The Corporation has authority to issue up to 50,000,000 shares of capital stock, consisting of up to 50,000,000 shares of common stock, par value $0.00001 per share (the "**Common Stock**").

4.2 Common Stock.

(a) Voting. Subject to Article XV, and subject to Delaware Law, each holder of Common Stock shall be entitled to one vote for each outstanding share of Common Stock held by such holder at all meetings of stockholders (and written actions in lieu of meetings); *provided* that any share of capital stock of the Corporation held by the Corporation shall have no voting rights.

(b) Dividends. Subject to the Securityholders Agreement (as defined below) and the provisions of Delaware Law, the holders of Common Stock will be entitled to receive dividends when, as and if declared by the Board.

(c) Exchange for Jones Act Warrants. Any holder of Common Stock may, at its election, exercisable by written notice to the Corporation (including in connection with a transfer of such shares), exchange any shares of Common Stock for Jones Act Warrants exercisable for the same number of shares of Common Stock except to the extent such exchange would result in Non-U.S. Citizens beneficially owning, in the aggregate, more than the Permitted Percentage of each class or series of the capital stock of the Corporation. Any holder of Common Stock may exercise such right at any time and from time to time, with respect to all or any portion of its shares of Common Stock, and may similarly elect to receive Jones Act Warrants in lieu of shares of Common Stock upon any exercise of any warrants or other securities exercisable or exchangeable for or convertible into shares of Common Stock. Upon receipt of notice of any such election from a holder of Common Stock, the Corporation shall issue or cause to be issued the applicable Jones Act Warrants promptly and in any event within two Business Days after receipt of such notice (or on such later date as such holder would have been entitled to receive shares of Common Stock upon the exercise of the applicable warrants or other securities exercisable or exchangeable for or convertible into shares of Common Stock).

4.1 Withholding. All actual or constructive payments, dividends and distributions on, or in redemption of, the Common Stock, Jones Act Warrants, Anti-Dilution Warrants (as defined in the Securityholders Agreement) or Demand Notes (as defined in the Securityholders Agreement), shall be subject to withholding and backup withholding of tax to the extent required by law, and amounts withheld, if any, shall be treated as received by the holders of such Common Stock, Jones Act Warrants, Anti-Dilution Warrants or Demand Notes, as the case may be, in

respect of which such amounts were withheld. The Corporation shall have the right to take measures necessary to obtain cash to satisfy the Corporation's withholding requirements with respect to any non-cash, deemed or constructive payment, dividend or distribution to the holders, including by retaining, selling or liquidating property of the applicable holders held by the Corporation in its custody or over which it has control. Each holder shall indemnify the Corporation and its Affiliates (as defined in the Securityholders Agreement) for, and hold harmless the Corporation and its Affiliates from and against, any and all withholding tax, including penalties and interest, payable by or assessed against the Corporation or any of its Affiliates in respect of the Common Stock, Jones Act Warrants, Anti-Dilution Warrants or Demand Notes held by such holder.

4.2 Non-Voting Securities. To the extent prohibited by Section 1123 of Title 11 of the United States Code (as amended, the "**Bankruptcy Code**"), the Corporation shall not issue any class or series of nonvoting equity securities as in effect on the date of filing of this Certificate with the Secretary of State of the State of Delaware; provided, however, that the foregoing (a) will have such force and effect only for so long as such prohibition under Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation; (b) will have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code; and (c) may be amended or eliminated in accordance with applicable law from time to time in effect.

## ARTICLE V
## REGISTERED AGENT

The street address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at that address is Corporation Service Company.

## ARTICLE VI
## MANAGEMENT

The business and affairs of the Corporation shall be managed by or under the direction of a board of directors consisting of the number of directors specified in the Securityholders Agreement. Notwithstanding anything to the contrary in the foregoing, (i) all of the officers of the Company, including the Chief Executive Officer, shall be U.S. Citizens (as defined in Article XV), and (ii) the Chairman of the Board shall in all events be a U.S. Citizen. Any vacancy on the Board that results from an increase in the number of directors shall be filled in accordance with the terms of the Securityholders Agreement, by and among the Corporation and the holders listed therein, dated as of even date herewith (as may be amended from time to time, the "**Securityholders Agreement**"). Subject, in all respects, to the consent rights and any other limitations set forth in the Securityholders Agreement, the Board is expressly authorized to adopt, amend and repeal the bylaws of the Corporation, dated as of even date herewith (as may be amended from time to time, the "**Bylaws**").

**ARTICLE VII**
**DIRECTORS**

7.1 No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (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 which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Delaware Law, or (iv) for any transaction from which the director derived an improper personal benefit. If Delaware Law is subsequently amended to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of directors of the Corporation shall be limited or eliminated to the fullest extent permitted by Delaware Law, as so amended. Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate inconsistent with this Article VII, shall adversely affect any right or protection of a director of the Corporation existing at the time of such amendment, repeal or adoption of an inconsistent provision.

7.2 Notwithstanding anything to the contrary in this Certificate or the Securityholders Agreement, no more than a minority of the number of directors necessary to constitute a quorum of the Board (in order for the Corporation to continue as a U.S. Citizen (as defined in Article XV)) (or any committee thereof) shall be Non-U.S. Citizens (as defined in Article XV).

**ARTICLE VIII**
**INDEMNIFICATION**

8.1 Indemnification. The Corporation (and any successor or surviving corporation to the Corporation by merger or otherwise) shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any Person (an "**Indemnitee**") who was or is made or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") (whether such Proceeding is an action by or in the right of the Corporation, is initiated by a third party or otherwise), by reason of the fact that he or she is or was a director, advisory director, board observer or officer of the Corporation or, while a director, advisory director, board observer or officer of the Corporation, is or was serving at the request of the Corporation as a director, advisory director, board observer, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to an employee benefit plan, against all liability, expense and loss (including attorneys' fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee, but only if such Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. Notwithstanding the preceding sentence, except for a suit or action brought as described in Section 8.3, the Corporation shall be required to indemnify an Indemnitee in connection with a Proceeding (or part thereof) commenced by such Indemnitee only if the commencement of such Proceeding (or part thereof) by the Indemnitee was authorized by the Board.

8.2 Prepayment of Expenses. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; *provided*, *however*, that the Corporation may require (e.g., if required by law) that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnitee to repay all amounts advanced if it should be ultimately determined that the Indemnitee is not entitled to be indemnified under this Article VIII or otherwise.

8.3 Claims. If a claim for indemnification or payment of expenses under this Article VIII is not paid in full within 60 days after a written claim therefor by the Indemnitee has been received by the Corporation, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnitee is not entitled to the requested indemnification or payment of expenses under applicable law.

8.4 Authorization. Any indemnification under Section 8.1 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 8.1. Such determination shall be made (a) by a majority vote of the directors who are not parties to such Proceeding, even though less than a quorum, (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (d) by the stockholders.

8.5 Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any Person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such Person is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, advisory director, board observer, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability, expense and loss (including attorneys' fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such employee or agent, but only if such employee or agent acted in good faith and in a manner such employee or agent reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal proceeding, had no reasonable cause to believe such employee's or agent's conduct was unlawful. The ultimate determination of entitlement to indemnification of Persons who are not a director, advisory director, board observer or officer employee or agent shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a Person pursuant to this Section 8.5 in connection with a Proceeding initiated by such Person if the Proceeding was not authorized in advance by the Board.

8.6 Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

8.7 Nonexclusivity of Rights. The rights conferred on any Indemnitee by this Article VIII shall not be exclusive of any other rights which such Indemnitee may have or hereafter acquire under any statute, provision of the Bylaws, this Certificate, the Securityholders Agreement, vote of stockholders or disinterested directors or otherwise.

8.8 First Resort of Indemnification. The Corporation acknowledges that any Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise ("**Other Indemnitors**"). The Corporation hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to an Indemnitee are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by an Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by such and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by this Certificate or the Bylaws of the Corporation (or any other agreement between the Corporation and an Indemnitee), without regard to any rights an Indemnitee may have against the Other Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors on behalf of an Indemnitee with respect to any claim for which an Indemnitee has sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of an Indemnitee against the Corporation. The Corporation agrees that the Other Indemnitors are express third party beneficiaries of the terms of this Section 8.8. Notwithstanding the foregoing, the Corporation's obligation, if any, to indemnify any Indemnitee shall be reduced by any amount such Indemnitee may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8.9 Amendment or Repeal. Any repeal or modification of the provisions of this Article VIII shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission occurring prior to the time of such repeal or modification. The adoption of this Certificate and the Bylaws and the Securityholders Agreement shall not adversely affect any right or protection of any Person entitled to indemnification under the Existing Certificate, the Fourth Restated Bylaws of the Corporation (the "**Existing Bylaws**") or by law.

8.10 Survival of Indemnification Rights. The rights to indemnification and advance payment of expenses provided by this Article VIII shall continue as to a Person who has ceased to be a director, advisory director, board observer, officer, employee, or agent of the Corporation and shall inure to the benefit of the personal representatives, heirs, executors and administrators of such Person. The rights to indemnification and advance payment of expenses provided under the Existing Certificate, the Existing Bylaws or by law shall continue as to any Person entitled to indemnification thereto who has ceased to serve in any such applicable capacity.

8.11 Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee, advisory director or board observer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, advisory director, board observer, employee, fiduciary, partner (limited or general), manager, trustee or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, or that served in any such capacity under the Existing Certificate and the Existing Bylaws against any liability asserted against such Person or incurred by such Person in any such capacity, or arising out of such Person's status as such, and related expenses, whether or not the Corporation would have the power to indemnify such Person against such liability under the provisions of applicable law.

## ARTICLE IX
## CORPORATE OPPORTUNITIES

9.1 Corporate Opportunities. Notwithstanding any duty otherwise existing at law or in equity, to the fullest extent permitted by Applicable Law, the Corporation and the Securityholders (as defined in the Securityholders Agreement) agree that:

(a) Any of the Securityholders who are not employed by, or do not serve as a director of, the Corporation or any of its subsidiaries, each director who is employed by an Appointing Person or any of its Affiliates (each, as defined in the Securityholders Agreement), any of the foregoing Persons' respective Affiliates, and any one or more of the respective managers, directors, principals, officers, employees and other representatives of such Persons or their respective Affiliates (as defined in the Securityholders Agreement) (the foregoing Persons being referred to, collectively, as "**Identified Persons**") may now engage, may continue to engage, or may, in the future, engage in the same or similar activities or lines of business as those in which the Corporation or any of its Affiliates, directly or indirectly, now engage or may engage or other business activities that overlap with, are complementary to, or compete with those in which the Corporation or any of its Affiliates, directly or indirectly, now engage or may engage (any such activity or line of business, an "**Opportunity**"). No Identified Person shall, as a result of its capacity as such, have any duty to refrain, directly or indirectly, from (i) engaging in any Opportunity or (ii) otherwise competing with the Corporation or any of its Affiliates. No Identified Person shall, as a result of its capacity as such, have any duty or obligation to refer or offer to the Corporation or any of its Affiliates any Opportunity except for any Identified Person who is a Director, who shall have the duty to refer or offer to the Corporation any Opportunity that is expressly first presented in writing to such Director in his or her capacity as a Director or if knowledge of such Opportunity is first acquired by such Director solely as a result of such Director's position as a Director, and the Corporation hereby renounces any interest or expectancy of the Corporation in, or in being offered, an opportunity to participate in any other Opportunity which may be a corporate (or analogous) or business opportunity for the Corporation or any of its Affiliates.

(b) In the event that any Identified Person acquires knowledge of a potential transaction or other corporate (or analogous) or business opportunity which may be an Opportunity for the Corporation or any of its Affiliates, such Identified Person shall have no duty to communicate or offer such Opportunity to the Corporation or any of its Affiliates and shall not be liable to the Corporation or the Securityholders for breach of any purported fiduciary duty by reason of the fact that such Identified Person pursues or acquires such Opportunity for itself (or any of its Affiliates), or offers or directs such Opportunity to another Person (including any Affiliate of such Identified Person); provided that each Identified Person who is a Director shall have the duty to communicate

or offer to the Corporation any Opportunity that is expressly first presented in writing to such Director in his or her capacity as a Director or if knowledge of such Opportunity is first acquired by such Director solely as a result of such Director's position as a Director, and the Corporation does not waive any claims in respect of breaches of fiduciary duty arising therefrom. For the avoidance of doubt, none of the waivers of the corporate opportunities doctrine or related duties set forth in this Section 9.1 shall apply to any officer, employee or consultant of the Corporation or any of its subsidiaries.

(c) Except as provided in the Securityholders Agreement, the Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more other Persons (such Persons, collectively, "**Related Companies**") that are direct competitors of, or that otherwise may have interests that do or could conflict with those of, the Corporation, any Securityholders or any of their respective Affiliates (including Disqualified Persons (as defined in the Securityholders Agreement)), and (i) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under this Certificate or the Bylaws shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under this Certificate or the Bylaws shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (A) the ownership by an Identified Person of any interest in any Related Company, (B) the affiliation of any Related Company with an Identified Person or (C) any action taken or omitted by an Identified Person in respect of any Related Company, (ii) no Identified Person shall, by reason of such ownership, affiliation or action, become subject to any fiduciary duty to the Corporation, any of the Securityholders or any of their respective Affiliates, (iii) none of the duties imposed on an Identified Person, whether by contract or law, do or shall limit or impair the right of any Identified Person lawfully to compete with the Corporation, any of its Securityholders or any of their respective Affiliates and (iv) except as set forth in Section 9.1(a) and Section 9.1(b), the Identified Persons are not and shall not be obligated to disclose to (A) the Corporation or any of its subsidiaries or (B) any of the Securityholders or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, and shall not be obligated to refrain from or in any respect to be restricted in competing against the Corporation, any of the Securityholders or any of their respective Affiliates in any such business or as to any such opportunities.

(d) In addition to and notwithstanding the foregoing provisions of this Article IX, a corporate (or analogous) or business opportunity shall not be deemed to be an Opportunity for the Corporation or any of its Affiliates if it is an opportunity (i) that the Corporation is not legally able or contractually permitted to undertake or (ii) which the Board has affirmatively elected to refrain from continued evaluation or pursuing.

Any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article IX.

**ARTICLE X**
**MEETINGS OF STOCKHOLDERS**

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws and Securityholders Agreement may provide; *provided* that notwithstanding anything herein to the contrary, special meetings of the stockholders may be called only by (i) Board acting pursuant to a resolution adopted by a majority of the Board and (ii) stockholders pursuant to a resolution adopted by Securityholders holding at least 20% of the Fully Diluted Securities (as defined in the Securityholders Agreement). The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board, or as the business of the Corporation may require. Elections of directors at an annual or special meeting of stockholders shall be by written ballot unless the Bylaws shall otherwise provide. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Securityholders Agreement and in accordance with Delaware Law.

**ARTICLE XI**
**BUSINESS COMBINATIONS**

The Corporation shall not be governed by or subject to the provisions of Section 203 of the Delaware General Corporate Law as now in effect or hereafter amended, or any successor statute thereto.

**ARTICLE XII**
**AMENDMENT**

Subject, in all respects, to the consent rights and any other limitations set forth in the Securityholders Agreement, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

**ARTICLE XIII**
**INCORPORATOR**

The provision of the Existing Certificate naming the incorporator is omitted pursuant to Section 245(c) of Delaware Law.

**ARTICLE XIV**
**SUBMISSION TO JURISDICTION**

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, advisory director, board observer, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, advisory directors, board observers, officers or employees arising

pursuant to any provision of Delaware Law, this Certificate or the Bylaws or (iv) any action asserting a claim against the Corporation, its directors, advisory directors, board observers, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article XIV shall be held to be invalid, illegal or unenforceable as applied to any Person or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XIV (including, without limitation, each portion of any sentence of this Article XIV containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other Persons and circumstances shall not in any way be affected or impaired thereby.

## ARTICLE XV
## JONES ACT COMPLIANCE

15.1 Certain Definitions. The following terms shall have the meanings specified below:

(a) "**Excess Share Date**" shall have the meaning ascribed to such term in Section 15.5.

(b) "**Excess Shares**" shall have the meaning ascribed to such term in Section 15.5.

(c) "**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended or supplemented from time to time.

(d) "**Fair Market Value**" shall mean, with respect to a share of Common Stock, (i) at any time the Common Stock is listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the arithmetic average of the daily VWAP of a share of Common Stock for the ten (10) consecutive trading days on which shares of Common Stock traded immediately preceding the date of measurement; or (ii) otherwise, the value of a share of Common Stock as reasonably determined in good faith by the Board assuming such asset was sold in an arm's-length transaction between a willing buyer and a willing seller occurring on the date of valuation, taking into account all relevant factors determinative of value (and giving effect to any transfer taxes payable in connection with such sale). For all purposes hereunder, the determination of the Fair Market Value by the Board (or compensation committee or similar committee of the Board) shall be deemed conclusive, final and binding (and shall not be subject to collateral attack for any reason).

(e) "**Jones Act**" shall mean, collectively, the U.S. citizenship and cabotage laws principally contained in 46 U.S.C. § 50501(a), (b) and (d) and 46 U.S.C. Chapters 121 and 551 and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the U.S. Coast Guard and the U.S. Maritime Administration and their practices enforcing, administering and interpreting such laws, statutes, rules and regulations, in each case as amended or supplemented from time to time, relating to the ownership and operation of U.S.-flag vessels in the U.S. Coastwise Trade.

(f) "**Jones Act Warrant Agreement**" means the warrant agreement, dated September 4, 2020, between the Corporation and Computershare, Inc. and Computershare Trust Company, N.A., collectively as warrant agent.

(g) "**Jones Act Warrants**" means warrants to purchase a number of shares of Common Stock, which warrants shall have the terms set forth in and as governed by the Jones Act Warrant Agreement. In accordance with the terms of the Jones Act Warrant Agreement, a holder of Jones Act Warrants (or its proposed or purported transferee) who cannot establish to the satisfaction of the Corporation that it is a U.S. Citizen shall not be permitted to exercise its Jones Act Warrants to the extent the receipt of the Common Stock upon exercise thereof would cause such shares of Common Stock to constitute Excess Shares if they were issued. Holders of Jones Act Warrants, as such, shall not have any rights or privileges of stockholders of the Corporation, including, without limitation, any rights to vote, to receive dividends or distributions, to exercise any preemptive rights, or to receive notices, in each case, as stockholders of the Corporation, until they exercise their Jones Act Warrants and receive shares of Common Stock.

(h) "**Non-U.S. Citizen**" shall mean any Person other than a U.S. Citizen.

(i) "**Permitted Percentage**" shall mean, with respect to any class or series of capital stock of the Corporation, with respect to allNon-U.S. Citizens in the aggregate, 24% of the shares of such class or series of capital stock of the Corporation from time to time issued and outstanding.

(j) "**Person**" means any individual, firm, partnership, limited liability or other company, corporation, joint venture or other entity, and shall include any successor (by merger, business combination or otherwise) of such entity.

(k) "**Redemption Date**" shall have the meaning ascribed to such term in Section 15.6(c)(iv).

(l) "**Redemption Notes**" shall mean interest-bearing promissory notes of the Corporation with a maturity of not more than 10 years from the date of issue and bearing interest at a fixed rate equal to the yield on the U.S. Treasury Note having a maturity comparable to the term of such Redemption Notes as published in The Wall Street Journal or comparable publication at the time of the issuance of the Redemption Notes. Such Redemption Notes shall be governed by the terms of an indenture to be entered into by and between the Corporation and a trustee, as may be amended from time to time. Redemption Notes shall be redeemable at par plus accrued but unpaid interest.

(m) "**Redemption Notice**" shall have the meaning ascribed to such term in Section 15.6(c)(iii).

(n) "**Redemption Price**" shall have the meaning ascribed to such term in Section 15.6(c)(i).

(o) "**transfer**" shall mean any transfer of beneficial ownership of shares of the capital stock of the Corporation, including (i) original issuance of shares, (ii) issuance of shares upon the exercise, conversion or exchange of any securities of the Corporation, including Jones Act Warrants, and (iii) transfer by merger, transfer by testamentary disposition, transfer pursuant to a court order or arbitration award, or other transfer by operation of law.

(p) "**transferee**" shall mean any Person receiving beneficial ownership of shares of the capital stock of the Corporation, including any recipient of shares resulting from (i) the original issuance of shares, (ii) the issuance of shares upon the exercise, conversion or exchange of any securities of the Corporation, including Jones Act Warrants, or (iii) transfer by merger, transfer by testamentary disposition, transfer pursuant to a court order or arbitration award, or other transfer by operation of law; all references to "transferees" shall also include, and the provisions of this Article XV (including, without limitation, requirements to provide citizenship certifications, affidavits and other information) shall apply to, any beneficial owner on whose behalf a transferee is acting as custodian, nominee, fiduciary, purchaser representative or in any other capacity.

(q) "**U.S. Citizen**" shall mean a citizen of the United States within the meaning of the Jones Act, eligible and qualified to own and operate U.S.-flag vessels in the U.S. Coastwise Trade.

(r) "**U.S. Coastwise Trade**" shall mean the carriage or transport of merchandise or passengers in the coastwise trade of the United States of America within the meaning of 46 U.S.C. Chapter 551 and any successor statutes thereto, as amended or supplemented from time to time.

(s) "**VWAP**" means, for any trading day, the price for shares of Common Stock determined by the daily volume weighted average price per share of Common Stock for such trading day on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, or the NASDAQ Capital Market, as the case may be, in each case, for the regular trading session (including any extensions thereof, without regard to pre-open or after hours trading outside of such regular trading session), or if shares of Common Stock are not listed or quoted on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, or the NASDAQ Capital Market, as reported by the principal U.S. national or regional securities exchange on which shares of Common Stock are then listed or quoted, whichever is applicable, as published by Bloomberg at 4:15 P.M., New York City time (or 15 minutes following the end of any extension of the regular trading session), on such trading day.

15.2 Restrictions on Ownership of Shares by Non-U.S. Citizens. Non-U.S. Citizens shall not be permitted to beneficially own, individually or in the aggregate, more than the applicable Permitted Percentage of each class or series of the capital stock of the Corporation. To help ensure that at no time Non-U.S. Citizens, individually or in the aggregate, become the beneficial owners of more than the applicable Permitted Percentage of the issued and outstanding shares of any class or series of capital stock of the Corporation, and to enable the Corporation to comply with any requirement that it be, and submit any documents and other information as reasonable to demonstrate that it is, a U.S. Citizen under any applicable law or under any contract with the United States government (or any agency thereof), the Corporation shall have the power to take the actions prescribed in Section 15.3 through Section 15.8. The provisions of this Article XV are intended to ensure that the Corporation continues to qualify as a U.S. Citizen under the Jones Act so that the

Corporation does not cease to be qualified: (a) under the Jones Act to own and operate vessels in the U.S. Coastwise Trade; (b) to operate vessels under an agreement with the United States government (or any agency thereof); (c) to be a party to a maritime security program agreement with the United States government (or any agency thereof), under 46 U.S.C. Chapter 531 or any successor statute thereto, with respect to vessels owned, chartered or operated by the Corporation; (d) to maintain a construction reserve fund under 46 U.S.C. Chapter 533 or any successor statute thereto; (e) to maintain a capital construction fund under 46 U.S.C. Chapter 535 or any successor statute thereto; or (f) to own, charter, or operate any vessel where the costs of construction, modification, or reconstruction have been financed, in whole or in part, by obligations guaranteed by the United States government (or any agency thereof) under 46 U.S.C. Chapter 537 or any successor statute thereto. The Board (or any duly authorized committee thereof, or any officer of the Corporation who shall have been duly authorized by the Board or any such committee thereof) is specifically authorized to make all determinations and to adopt and effect all policies and measures necessary or desirable, in accordance with applicable law and this Certificate, to fulfill the purposes or implement the provisions of this Article XV; *provided*, *however*, that determinations with respect to redemptions of any Excess Shares shall be made only by the Board (or any duly authorized committee thereof).

15.3 Dual Share System.

(a) To implement the requirements set forth in Section 15.2, the Corporation may, but is not required to, institute a dual share system such that: (i) each certificate and/or book entry (in the case of uncertificated shares) representing shares of each class or series of capital stock of the Corporation that are beneficially owned by a U.S. Citizen shall be marked "U.S. Citizen" and each certificate and/or book entry (in the case of uncertificated shares) representing shares of each class or series of capital stock of the Corporation that are beneficially owned by a Non-U.S. Citizen shall be marked "Non-U.S. Citizen", but with all such certificates and/or book entries (in the case of uncertificated shares) to be identical in all other respects and to comply with all provisions of the laws of the State of Delaware; (ii) an application to transfer shares shall be set forth on the back of each certificate or made available by the Corporation (in the case of book entry shares) in which a proposed transferee of title to shares shall apply to the Corporation to transfer the number of shares indicated therein and shall certify as to the citizenship of such proposed transferee; (iii) a certification shall be submitted by such proposed transferee (which may include as part thereof a form of affidavit), upon which the Corporation and its transfer agent (if any) shall be entitled (but not obligated) to rely conclusively, stating whether such proposed transferee is a U.S. Citizen; and (iv) the stock transfer records of the Corporation may be maintained in such manner as to enable the percentages of the shares of each class or series of the Corporation's capital stock that are beneficially owned by U.S. Citizens and by Non-U.S. Citizens to be confirmed. The Board (or any duly authorized committee thereof, or any officer of the Corporation who shall have been duly authorized by the Board or any such committee thereof) is authorized to take such other ministerial actions or make such interpretations of this Certificate as it may deem necessary or advisable in order to implement a dual share system consistent with the requirements set forth in Section 15.2 and to ensure compliance with such system and such requirements.

(b) A conspicuous statement shall be set forth on the face or back of each certificate and/or on each book entry (in the case of uncertificated shares) representing shares of each class or series of capital stock of the Corporation to the effect that: (i) such shares and the beneficial ownership thereof are subject to restrictions on transfer set forth in this Certificate; and (ii) the Corporation will furnish, without charge, to each stockholder of the Corporation who so requests a copy of this Certificate.

15.4 Restrictions on Transfers.

(a) No shares of any class or series of the capital stock of the Corporation may be transferred to a Non-U.S. Citizen or a holder of record that will hold such shares for or on behalf of a Non-U.S. Citizen if, upon completion of such transfer, the number of shares of such class or series beneficially owned by Non-U.S. Citizens individually or in the aggregate would exceed the applicable Permitted Percentage for such class or series. Any transfer or purported transfer of beneficial ownership of any shares of any class or series of capital stock of the Corporation, the effect of which would be to cause Non-U.S. Citizens individually or in the aggregate to beneficially own shares of any class or series of capital stock of the Corporation in excess of the applicable Permitted Percentage for such class or series, shall, to the fullest extent permitted by law, be void *ab initio* and ineffective, and, to the extent that the Corporation or its transfer agent (if any) knows that such transfer or purported transfer would, if completed, be in violation of the restrictions on transfers to Non-U.S. Citizens set forth in this Article XV, neither the Corporation nor its transfer agent (if any) shall register such transfer or purported transfer on the stock transfer records of the Corporation and neither the Corporation nor its transfer agent (if any) shall recognize the transferee or purported transferee thereof as a stockholder of the Corporation with respect to such shares for any purpose whatsoever (including for purposes of voting, dividends and other distributions) except to the extent necessary to effect any remedy available to the Corporation under this Article XV. In no event shall any such registration or recognition make such transfer or purported transfer effective unless the Board (or any duly authorized committee thereof, or any officer of the Corporation who shall have been duly authorized by the Board or any such committee thereof) shall have expressly and specifically authorized the same.

(b) In connection with any proposed or purported transfer of shares of any class or series of the capital stock of the Corporation, any transferee or proposed or purported transferee of shares may be required by the Corporation or its transfer agent (if any) to deliver (i) a certification by such transferee or proposed or purported transferee (which may include as part thereof a form of affidavit) upon which the Corporation and its transfer agent (if any) shall be entitled (but not obligated) to rely conclusively, stating whether such transferee or proposed or purported transferee is a U.S. Citizen, and (ii) such other documentation and information concerning the citizenship of such transferee or proposed or purported transferee (as applicable) under Section 15.8 as the Corporation may request in its sole discretion. Registration and recognition of any transfer of shares may be denied by the Corporation upon refusal to furnish, or failure to adequately so evidence as requested, any of the foregoing citizenship certifications, documentation or information requested by the Corporation. Each proposed or purported transferor of such shares shall reasonably cooperate with any requests from the Corporation to facilitate the transmission of requests for such citizenship certifications and such other documentation and information to the proposed or purported transferee and such proposed or purported transferee's responses thereto.

(c) Notwithstanding any of the provisions of this Article XV, the Corporation shall be entitled (but not obligated) to rely, without limitation, on the stock transfer and other stockholder records of the Corporation (and its transfer agent, if any) for the purposes of preparing lists of stockholders entitled to vote at meetings, determining the validity and authority of proxies, and otherwise conducting votes of stockholders.

(d) Notwithstanding anything to the contrary in this Certificate, any transfer of any shares of any class or series of the capital stock of the Corporation must be in accordance with the provisions of the Securityholders Agreement. Any transfer or purported transfer of beneficial ownership of any shares of any class or series of capital stock of the Corporation, other than in accordance with the provisions of the Securityholders Agreement shall, to the fullest extent permitted by law, be void *ab initio* and ineffective, and, to the extent that the Corporation or its transfer agent (if any) knows that such transfer or purported transfer would, if completed, be in violation of the terms of the Securityholders Agreement, neither the Corporation nor its transfer agent (if any) shall register such transfer or purported transfer on the stock transfer records of the Corporation and neither the Corporation nor its transfer agent (if any) shall recognize the transferee or purported transferee thereof as a stockholder of the Corporation with respect to such shares for any purpose whatsoever (including for purposes of voting, dividends and other distributions) except to the extent necessary to effect any remedy available to the Corporation under this Certificate.

15.5 Excess Shares. If on any date, including, without limitation, any record date (each, an "**Excess Share Date**"), the number of shares of any class or series of capital stock of the Corporation beneficially owned by Non-U.S. Citizens individually or in the aggregate should exceed the applicable Permitted Percentage with respect to such class or series of capital stock, irrespective of the date on which such event becomes known to the Corporation (such shares in excess of the applicable Permitted Percentage of such applicable class or series of capital stock, the applicable "**Excess Shares**"), then the shares of such class or series of capital stock of the Corporation that constitute Excess Shares for purposes of this Article XV shall be (x) those shares that have been purported to be acquired by or purported to become beneficially owned by Non-U.S. Citizens, starting with the most recent purported acquisition of beneficial ownership of such shares by a Non-U.S. Citizen and including, in reverse chronological order of purported acquisition, all other purported acquisitions of beneficial ownership of such shares by Non-U.S. Citizens from and after the purported acquisition of beneficial ownership of such shares by a Non-U.S. Citizen that first caused such applicable Permitted Percentage to be exceeded, or (y) those shares purported to be beneficially owned by Non-U.S. Citizens that exceed the applicable Permitted Percentage as the result of any repurchase or redemption by the Corporation of shares of its capital stock, starting with the most recent purported acquisition of beneficial ownership of such shares by a Non-U.S. Citizen and going in reverse chronological order of purported acquisition; *provided*, *however*, that: (a) the Corporation shall have the sole power to determine, in the exercise of its reasonable judgment, those shares of such class or series that constitute Excess Shares in accordance with the provisions of this Article XV; (b) the Corporation may, in its reasonable discretion, rely on any documentation provided by Non-U.S. Citizens with respect to the date and time of their purported acquisition of beneficial ownership of Excess Shares; (c) if the purported acquisition of beneficial ownership of more than one Excess Share occurs on the same date and the time of purported acquisition is not definitively established, then the order in which such purported acquisitions shall be deemed to have occurred on such date shall be determined by lot or by such other method as the Corporation may, in its reasonable discretion, deem appropriate; (d) Excess Shares that result from a determination that a beneficial owner has ceased to be a U.S. Citizen shall be deemed to have been acquired, for purposes of this Article XV, as of the date that

such beneficial owner ceased to be a U.S. Citizen; and (e) the Corporation may adjust upward to the nearest whole share the number of shares of such class or series deemed to be Excess Shares. Any determination made by the Corporation pursuant to this Section 15.5 as to which shares of any class or series of the Corporation's capital stock constitute Excess Shares of such class or series shall be conclusive and shall be deemed effective as of the applicable Excess Share Date for such class or series.

15.6 Redemption.

(a) In the event that (i) Section 15.4(a) would not be effective for any reason to prevent the transfer of beneficial ownership of any Excess Share of any class or series of the capital stock of the Corporation to a Non-U.S. Citizen (including by reason of the applicability of Section 15.9), (ii) a change in the status of a Person from a U.S. Citizen to a Non-U.S. Citizen causes a share of any class or series of capital stock of the Corporation of which such Person is the beneficial owner to constitute an Excess Share, (iii) any repurchase or redemption by the Corporation of shares of its capital stock causes any share of any class or series of capital stock of the Corporation beneficially owned by Non-U.S. Citizens individually or in the aggregate to exceed the applicable Permitted Percentage and thereby constitute an Excess Share, or (iv) a beneficial owner of a share of any class or series of capital stock of the Corporation has been determined to be or is to be treated as a Non-U.S. Citizen pursuant to Section 15.7 or Section 15.8, respectively, and the beneficial ownership of such share by such Non-U.S. Citizen results in such share constituting an Excess Share, then, the Corporation, by action of the Board (or any duly authorized committee thereof), in its sole discretion, shall have the power to redeem such Excess Share in accordance with this Section 15.6, unless the Corporation does not have sufficient lawfully available funds to permit such redemption or such redemption is not otherwise permitted under Delaware Law or other provisions of applicable law; *provided*, *however*, that the Corporation shall not have any obligation under this Section 15.6 to redeem any one or more Excess Shares.

(b) Until such time as any Excess Shares subject to redemption by the Corporation pursuant to this Section 15.6 are so redeemed by the Corporation at its option and beginning on the first Excess Share Date for the classes or series of the Corporation's capital stock of which such Excess Shares are a part, to the fullest extent permitted by applicable law:

(i) the holders of such Excess Shares subject to redemption shall (so long as such Excess Shares exist) not be entitled to any voting rights with respect to such Excess Shares; and

(ii) the Corporation shall (so long as such Excess Shares exist) pay into a segregated account dividends and any other distributions (upon liquidation or otherwise) in respect of such Excess Shares.

Full voting rights shall be restored to any shares of a class or series of capital stock of the Corporation that were previously deemed to be Excess Shares, and any dividends or distributions with respect thereto that have been previously paid into a segregated account shall be due and paid solely to the holders of record of such shares, promptly after such time as, and to the extent that, such shares have ceased to be Excess Shares (including as a result of the sale of such shares to a U.S. Citizen prior to the issuance of a Redemption Notice pursuant to Section 15.6(c)(iii)), *provided*, *however*, that such shares have not been already redeemed by the Corporation at its option pursuant to this Section 15.6.

(c) The terms and conditions of redemptions by the Corporation of Excess Shares of any class or series of the Corporation's capital stock under this Section 15.6 shall be as follows:

(i) the per share redemption price (the "**Redemption Price**") for each Excess Share shall be paid by the issuance of one Jones Act Warrant (or such higher number of Jones Act Warrants or a fraction of an Jones Act Warrant, as the case may be, then exercisable for one share of such applicable class or series of Excess Shares) for each Excess Share; *provided*, *however*, that if the Corporation determines that such Jones Act Warrant would be treated as capital stock under the Jones Act or that the Corporation may not issue such Jones Act Warrant for any reason, then the Redemption Price shall be paid, as determined by the Board (or any duly authorized committee thereof) in its sole discretion, (A) in cash (by wire transfer or bank or cashier's check), (B) by the issuance of Redemption Notes or (C) by any combination of cash and Redemption Notes (it being understood that all Excess Shares of the same class or series of capital stock of the Corporation being redeemed in the same transaction or any series of related transactions shall be redeemed for the same amount per Excess Share and in the same form of consideration);

(ii) with respect to the portion of the Redemption Price being paid in whole or in part by cash and/or by the issuance of Redemption Notes, such portion of the Redemption Price shall be an amount equal to, in the case of cash, or a principal amount equal to, in the case of Redemption Notes, the sum of (A) the Fair Market Value of such Excess Share as of the date of redemption of such Excess Share plus (B) an amount equal to the amount of any dividend or any other distribution (upon liquidation or otherwise) declared in respect of record of such Excess Share prior to the date on which such Excess Share is called for redemption and which amount has been paid into a segregated account by the Corporation pursuant to Section 15.6(b) (which shall be in full satisfaction of any right of the holder to any amount(s) in such segregated account to the extent relating to such Excess Share);

(iii) written notice of the redemption of the Excess Shares containing the information set forth in Section 15.6(c)(v), together with a letter of transmittal to accompany certificates, if any, representing the Excess Shares that have been called for redemption, shall be given either by hand delivery or by overnight courier service or by first-class mail, postage prepaid, to each holder of record of the Excess Shares to be redeemed, at such holder's last known address as the same appears on the stock register of the Corporation (the "**Redemption Notice**"), unless such notice is waived in writing by any such holder(s);

(iv) the date on which the Excess Shares shall be redeemed (the "**Redemption Date**") shall be the later of (A) the date specified in the Redemption Notice sent to the record holder of the Excess Shares (which shall not be earlier than the date of such notice), and (B) the date on which the Corporation has irrevocably deposited in trust with a paying agent or set aside for the benefit of such record holder consideration sufficient to pay the Redemption Price to such record holders of such Excess Shares in Jones Act Warrants, cash and/or Redemption Notes;

(v) each Redemption Notice to each holder of record of the Excess Shares to be redeemed shall specify (A) the Redemption Date (as determined pursuant to Section 15.6(c)(iv)), (B) the number and the class or series of shares of capital stock to be redeemed from such holder as Excess Shares (and, to the extent such Excess Shares are certificated, the certificate number(s) representing such Excess Shares), (C) the Redemption Price and the manner of payment thereof, (D) the place where certificates for such Excess Shares (if such Excess Shares are certificated) are to be surrendered for cancellation, (E) any instructions as to the endorsement or assignment for transfer of such certificates (if any) and the completion of the accompanying letter of transmittal, and (F) the fact that all right, title and interest in respect of the Excess Shares to be redeemed (including, without limitation, voting, dividend and distribution rights) shall cease and terminate on the Redemption Date, except for the right to receive the Redemption Price, without interest;

(vi) on and after the Redemption Date, all right, title and interest in respect of the Excess Shares selected for redemption (including, without limitation, voting and dividend and distribution rights) shall forthwith cease and terminate, such Excess Shares shall no longer be deemed to be outstanding shares for any purpose, including, without limitation, for purposes of voting or determining the total number of shares entitled to vote on any matter properly brought before the stockholders for a vote thereon or receiving any dividends or distributions (and may be either cancelled or held by the Corporation as treasury stock), and the holders of record of such Excess Shares shall thereafter be entitled only to receive the Redemption Price, without interest; and

(vii) upon surrender of the certificates (if any) for any Excess Shares so redeemed in accordance with the requirements of the Redemption Notice and the accompanying letter of transmittal (and otherwise in proper form for transfer as specified in the Redemption Notice), the holder of record of such Excess Shares shall be entitled to payment of the Redemption Price. In case fewer than all the shares represented by any such certificate are redeemed, a new certificate (or certificates), to the extent such shares were certificated, shall be issued representing the shares not redeemed, without cost to the holder of record. On the Redemption Date, to the extent that dividends or other distributions (upon liquidation or otherwise) with respect to the Excess Shares selected for redemption were paid into a segregated account in accordance with Section 15.6(b)(ii), then, to the fullest extent permitted by applicable law, such amounts shall be released to the Corporation upon the completion of such redemption.

(d) Nothing in this Section 15.6 shall prevent the recipient of a Redemption Notice from transferring its Common Stock before the Redemption Date if such transfer is otherwise permitted under this Certificate and applicable law and the recipient provides notice of such proposed or purported transfer to the Corporation along with the documentation and information required under Section 15.4(b) and Section 15.8 establishing that the proposed or purported transferee is a U.S. Citizen to the satisfaction of the Corporation in its reasonable discretion before the Redemption Date. If such conditions are met, the Board (or any duly authorized committee thereof) shall withdraw the Redemption Notice related to such shares, but otherwise the redemption thereof shall proceed on the Redemption Date in accordance with this Section and the Redemption Notice.

15.7 Citizenship Determinations. The Corporation shall have the power to determine, in the exercise of its reasonable judgment including, at its option, with the advice of counsel, the citizenship of the beneficial owners and the transferees or proposed or purported transferees of any class or series of the Corporation's capital stock for the purposes of this Article XV. In determining the citizenship of any beneficial owners or their transferees or proposed or purported transferees of any class or series of the Corporation's capital stock, the Corporation may, absent other available information to the contrary, rely on the stock transfer records of the Corporation and the citizenship certifications required under Section 15.4(b) and the written statements and affidavits required under Section 15.8 given by the beneficial owners or their transferees or proposed or purported transferees, in each case whether such certifications, written statements or affidavits have been given on their own behalf or on behalf of others, to prove the citizenship of such beneficial owners, transferees or proposed or purported transferees (or any beneficial owners for whom such transferees or proposed or purported transferees are acting as fiduciaries or nominees). The determination of the citizenship of such beneficial owners, transferees or proposed or purported transferees (and any beneficial owners for whom such transferees or proposed or purported transferees are acting as fiduciaries or nominees) may also be subject to documents and other information as the Corporation may deem reasonable pursuant to Section 15.8(b). The determination of the Corporation at any time as to the citizenship of such beneficial owners, transferees or proposed or purported transferees in accordance with the provisions of Article XV shall be conclusive.

15.8 Requirement to Provide Citizenship Information.

(a) In furtherance of the requirements of Section 15.2, and without limiting any other provision of thisArticle XV, the Corporation may require the beneficial owners of shares of any class or series of the Corporation's capital stock to confirm their citizenship status from time to time in accordance with the provisions of this Section 15.8, and, as a condition to acquiring and having beneficial ownership of shares of any class or series of capital stock of the Corporation, every beneficial owner of any such shares must comply with the following provisions:

(i) promptly upon a beneficial owner's acquisition of beneficial ownership of five (5%) percent or more of the outstanding shares of any class or series of capital stock of the Corporation (other than, as of the Effective Date, the acquisition pursuant to the Corporation's prepackaged plan of reorganization under the Bankruptcy Code), and at such other times as the Corporation may determine by written notice to such beneficial owner, such beneficial owner must provide to the Corporation a written statement or an affidavit, as specified by the Corporation, duly signed, stating the name and address of such beneficial owner, the number of shares of each class or series of capital stock of the Corporation beneficially owned by such beneficial owner as of a recent date, the legal structure of such beneficial owner, a statement as to whether such beneficial owner is a U.S. Citizen, and such other information and documents required by the U.S. Coast Guard or the U.S. Maritime Administration under the Jones Act, including 46 C.F.R. part 355;

(ii) promptly upon request by the Corporation, any beneficial owner must provide to the Corporation a written statement or an affidavit, as specified by the Corporation, duly signed, stating the name and address of such beneficial owner, the number of shares of each class or series of capital stock of the Corporation beneficially owned by such beneficial owner as of a recent date, the legal structure of such beneficial owner, a statement as to whether such beneficial owner is a U.S. Citizen, and such other information and documents required by the U.S. Coast Guard or the U.S. Maritime Administration under the Jones Act, including 46 C.F.R. part 355;

(iii) promptly upon request by the Corporation, any beneficial owner must provide to the Corporation a written statement or an affidavit, as specified by the Corporation, duly signed, stating the name and address of such beneficial owner, together with reasonable documentation of the date and time of such beneficial owner's acquisition of beneficial ownership of the shares of any class or series of capital stock of the Corporation specified by the Corporation in its request;

(iv) promptly after becoming a beneficial owner, every beneficial owner must provide, or authorize such beneficial owner's broker, dealer, custodian, depositary, nominee or similar agent with respect to the shares of each class or series of the Corporation's capital stock beneficially owned by such beneficial owner to provide, to the Corporation such beneficial owner's address and other contact information as may be requested by the Corporation; and

(v) every beneficial owner must provide to the Corporation, at any time such beneficial owner ceases to be a U.S. Citizen, as promptly as practicable but in no event less than five Business Days after the date such beneficial owner becomes aware that it has ceased to be a U.S. Citizen, a written statement, duly signed, stating the name and address of the beneficial owner, the number of shares of each class or series of capital stock of the Corporation beneficially owned by such beneficial owner as of a recent date, the legal structure of such beneficial owner, and a statement as to such change in status of such beneficial owner to a Non-U.S. Citizen.

(b) The Corporation may at any time require documents and other information as it may request as reasonable, in addition to the citizenship certifications required under Section 15.4(b) and the written statements and affidavits required under Section 15.8(a), of the citizenship of the beneficial owner or the transferee or proposed or purported transferee of shares of any class or series of the Corporation's capital stock.

(c) In the event that (i) the Corporation requests in writing (in which express reference is made to this Section 15.8) from a beneficial owner of shares of any class or series of the Corporation's capital stock a citizenship certification required under Section 15.4(b), a written statement, an affidavit and/or reasonable documentation required under Section 15.8(a) as reasonable to confirm citizenship required under Section 15.8(b), and (ii) such beneficial owner fails to provide the Corporation with the requested documentation by the date set forth in such written request, then, to the fullest extent permitted by applicable law: (A)(x) the voting rights of such beneficial owner's shares of the Corporation's capital stock shall be suspended, and (y) any dividends or other distributions (upon liquidation or otherwise) with respect to such shares shall

be paid into a segregated account, until such requested documentation is submitted in form and substance reasonably satisfactory to the Corporation, subject to the other provisions of this Article XV; provided, however, that the Corporation shall have the power, in its sole discretion, to extend the date by which such requested documentation must be provided and/or to waive the application of sub-clauses (x) and/or (y) of this clause (ii)(A) to any of the shares of such beneficial owner in any particular instance; and (B) the Corporation, upon approval by the Board (or any duly authorized committee thereof) in its sole discretion, shall have the power to treat such beneficial owner as a Non-U.S. Citizen unless and until the Corporation receives the requested documentation confirming that such beneficial owner is a U.S. Citizen.

(d) In the event that (i) the Corporation requests in writing (in which express reference is made to this Section 15.8) from the transferee or proposed or purported transferee) of, shares of any class or series of the Corporation's capital stock a citizenship certification required under Section 15.4(b), a written statement, an affidavit and/or reasonable documentation required under Section 15.8(a) or under Section 15.8(b), and (ii) such Person fails to submit the requested documentation in form and substance reasonably satisfactory to the Corporation, subject to the other provisions of this Article XV, by the date set forth in such written request, the Corporation, acting through its Board (or any duly authorized committee thereof, or any officer of the Corporation who shall have been duly authorized by the Board or any such committee thereof), shall have the power, in its sole discretion, to refuse to accept any application to transfer ownership of such shares (if any) or to register such shares on the stock transfer records of the Corporation and may prohibit and/or void such transfer, including by placing a stop order with the Corporation's transfer agent (if any), until such requested documentation is so submitted and the Corporation is satisfied that the proposed or purported transfer of shares will not result in Excess Shares.

15.9 Severability. Each provision of this Article XV is intended to be severable from every other provision. If any one or more of the provisions contained in this Article XV is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of any other provision of this Article XV shall not be affected, and this Article XV shall be construed as if the provisions held to be invalid, illegal or unenforceable had never been contained herein.

**IN WITNESS WHEREOF**, Hornbeck Offshore Services, Inc. has caused this Certificate to be executed in its corporate name by duly authorized officer on this 4th day of September, 2020.

HORNBECK OFFSHORE SERVICES, INC.

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

**Exhibit 3.2**

**FIFTH AMENDED AND RESTATED BYLAWS**

**OF**

**HORNBECK OFFSHORE SERVICES, INC.**

Adopted September 4, 2020

## ARTICLE 1
## DEFINITIONS

As used in these Fifth Amended and Restated Bylaws of Hornbeck Offshore Services, Inc. (these "**Bylaws**"), unless the context otherwise requires, the terms "Person", "Non-U.S. Citizen", "U.S. Citizen", "U.S. Coastwise Trade", "Jones Act" and "Permitted Percentage" shall have the same meanings as ascribed to those terms in the Corporation's Third Amended and Restated Certificate of Incorporation (as it may be amended from time to time, the "**Certificate of Incorporation**"). Capitalized terms used but not otherwise defined herein shall have the meanings as ascribed to those terms in the Certificate of Incorporation.

## ARTICLE 2
## OFFICES

Section 2.01. *Registered Office.* The registered office of Hornbeck Offshore Services, Inc. (the "**Corporation**") is 1209 Orange Street, Corporation Trust Center, in the City of Wilmington, County of New Castle, State of Delaware 19801.

Section 2.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors of the Corporation (the "**Board**") may from time to time determine or the business of the Corporation may require.

Section 2.03. *Books.* The books of the Corporation may be kept (subject to any provisions contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board, or as the business of the Corporation may require.

## ARTICLE 3
## MEETINGS OF STOCKHOLDERS

Section 3.01. *Time and Place of Meetings.* All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board (or the Chairman of the Board in the absence of a designation by the Board). The Board may, in its sole discretion, determine that a meeting of stockholders of the Corporation shall not be held at any place, but may instead be held solely by means of remote communication in the manner authorized by the General Corporation Law of the State of Delaware (as the same exists or may hereafter be amended, "**Delaware Law**").

Section 3.02. *Annual Meetings.* Commencing in 2021, an annual meeting of stockholders shall be held for the election of directors to succeed those whose terms expire and to transact such other business as may properly be brought before the meeting.

Section 3.03. *Special Meetings.* Except as otherwise provided in the Securityholders Agreement of the Corporation, dated as of even date herewith (as may be amended from time to time, the "**Securityholders Agreement**"), special meetings of the stockholders may be called only (i) by the Board acting pursuant to a resolution adopted by a majority of the Board, and (ii) by the stockholders acting pursuant to a resolution adopted by Securityholders (as defined in the Securityholders Agreement) holding at least 20% of the Fully Diluted Securities (as defined by in the Securityholders Agreement).

Section 3.04. *Notice of Meetings and Adjourned Meetings; Waivers of Notice.*

(a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by Delaware Law, such notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder of record entitled to vote at such meeting. The Board or the chairman of the meeting may adjourn the meeting to another time or place (whether or not a quorum is present), and notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which such adjournment is made. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the Person entitled thereto, or a waiver by electronic transmission by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a Person at a meeting shall constitute a waiver of notice of such meeting, except when the Person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 3.05. *Quorum.* Unless otherwise provided in the Securityholders Agreement, Certificate of Incorporation or these Bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally notified.

Section 3.06. *Voting.*

(a) Unless otherwise provided in the Securityholders Agreement, Certificate of Incorporation or these Bylaws and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding share of Common Stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise required by Delaware Law, the Securityholders Agreement, the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the holders of a majority of the votes cast at the meeting on the subject matter shall be the act of the stockholders. Abstentions shall not be counted as votes cast. Subject to the rights of the holders of any class or series of preferred stock, including to elect additional directors under specific circumstances, pursuant to the terms of the Securityholders Agreement, the Certificate of Incorporation or these Bylaws, directors shall be elected by a majority of the votes cast by holders of the shares of Common Stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another Person or Persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by electronic mail in "portable document format" (".pdf") form or any other means of electronic communication permitted by Delaware Law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. No proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

(c) Should a proxy designate two (2) or more Persons to act as proxies, unless such instrument shall provide the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he or she is of the proxies representing such shares.

Section 3.07. *Inspectors at Meetings of Stockholders*. Any vote of stockholders may be conducted in any manner approved by the person presiding at the meeting of the stockholders at the time when the vote is held and need not be by written ballot. At any meeting of stockholders at which a vote is taken by ballots, the chairman of the meeting may appoint one or more inspectors, each of whom shall subscribe an oath or affirmation to execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability. Such inspector shall ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and certify their determination of the number of shares of

capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by Delaware Law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by Delaware Law. The chairman of the meeting may appoint any person to serve as inspector, except no candidate for the office of director shall be appointed as an inspector. The chairman of the meeting shall be a U.S. Citizen.

Section 3.08. *Stockholder Action by Written Consent.* Unless otherwise provided in the Securityholders Agreement, any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section. An electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a Person or Persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section to the extent permitted by Delaware Law. Any such consent shall be delivered in accordance with Section 228(d)(1) of the Delaware General Corporation Law.

Any copy, .pdf transmission, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, .pdf transmission, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Section 3.09. *Organization.* At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or in the Chairman of the Board's absence or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, or if one director shall not have been so designated, then the Chief Executive Officer, shall act as chairman of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof. Each of the Chairman of the Board, the President, and the Chief Executive Officer of the Corporation shall be a U.S. Citizen.

Section 3.10. *Order of Business.* The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

Section 3.11. *Nomination of Directors and Proposal of Other Business.*

(a) *Annual Meetings of Stockholders*. Except as otherwise provided in the Securityholders Agreement, nominations of persons for election to the Board or the proposal of other business to be transacted by the stockholders at an annual meeting of stockholders may be made only (A) pursuant to the Corporation's notice of meeting (or any supplement thereto), (B) by or at the direction of the Board or any nominating committee thereof, or (C) as may be provided in the Certificate of Incorporation.

(b) *Special Meetings of Stockholders.* Except as otherwise provided in the Securityholders Agreement, if the election of directors is included as business to be brought before a special meeting in the Corporation's notice of meeting, then nominations of persons for election to the Board at a special meeting of stockholders may be made (x) by or at the direction of the Board or any committee thereof and (y) by any stockholder who is a stockholder of record at the time of giving of notice provided for in this Section 3.11(b) and at the time of the special meeting, who shall be entitled to nominate one or more persons for election to the Board pursuant to the Securityholders Agreement at such time.

## ARTICLE 4
## DIRECTORS

Section 4.01. *General Powers.* Except as otherwise provided in Delaware Law or the Certificate of Incorporation and subject to the terms of the Securityholders Agreement, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 4.02. *Number, Election and Term of Office.* Subject to the terms of the Certificate of Incorporation and the Securityholders Agreement, the Board shall consist of a number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the Board; *provided*, that, as of the date of adoption of these Bylaws, the Board shall consist of seven (7) directors, who shall be appointed as set forth in the Securityholders Agreement. Except as may otherwise be provided in the Certificate of Incorporation and subject to the terms of the Securityholders Agreement, each director shall serve for a term ending on the date of the first (1st) annual meeting of stockholders next following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 4.03. *Citizenship Requirement for Directors.* No more than a minority of the number of directors necessary to constitute a quorum of the Board (in order for the Corporation to continue as a U.S. Citizen) (or any committee thereof) shall be Non-U.S. Citizens.

Section 4.04. *Chairman.* Except as otherwise provided in the Certificate of Incorporation and the Securityholders Agreement, the Chairman of the Board shall be elected by a majority vote of the Board. Any director elected as Chairman of the Board in accordance with this Section 4.04 shall hold such office until such time as a replacement Chairman of the Board has been elected by a majority vote of the Board. The Chairman of the Board shall preside at all meetings of the stockholders of the Corporation and shall have such other powers and perform such other duties (including, without limitation, as applicable, as an officer of the Corporation) as may be prescribed by the Board or provided in these Bylaws. The Chairman of the Board, any Vice Chairman of the Board and any other person who chairs a meeting of the Board or the stockholders shall be a U.S. Citizen.

Section 4.05. *Quorum and Manner of Acting.* Unless the Certificate of Incorporation or these Bylaws require a greater number and subject to the terms of the Securityholders Agreement, five (5) directors of the Board (without regard to vacancies; provided that if there are fewer than 5 directors then in office, a quorum shall be all then serving directors) shall constitute a quorum for the transaction of business at any meeting of the Board and, except as otherwise expressly required by Delaware Law or by the Certificate of Incorporation or Securityholders Agreement, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board, the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4.06. *Time and Place of Meetings.* The Board shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board (or the Chairman of the Board in the absence of a determination by the Board, or the Chief Executive Officer in the Chairman's absence).

Section 4.07. *Annual Meeting.* The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held; provided, that, subject to the remaining provisions of this Section 4.07, the failure to hold such meeting of the Board at such time and place shall not be a breach of these Bylaws. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 4.10 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 4.08. *Regular Meetings.* After the place and time of regular meetings of the Board shall have been determined and notice thereof shall have been once given to each member of the Board, regular meetings may be held without further notice being given.

Section 4.09. *Special Meetings.* Special meetings of the Board may be called by the Chairman of the Board, the Chief Executive Officer, the President, or at least two members of the Board. Notice of special meetings of the Board shall be given to each director at least three (3) days before the date of the meeting in such manner as is determined by the Board.

Section 4.10. *Notice of Meetings and Business to be Discussed.* Written notice of each meeting of the Board shall be given to each director which shall state the date, time, place of the meeting and the purpose or purposes for which the meeting is called. Only business within the purposes described in the notice may be conducted at any special meeting. The written notice of any meeting shall be given at least three (3) days prior to such meeting, which notice may be waived in writing or by a director attending such meeting.

Section 4.11. *Committees.* Subject to the terms of the Securityholders Agreement, the Board may designate one or more committees, each committee to consist of two or more of the directors of the Corporation, and may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board establishing such committee and subject to the terms of the Securityholders Agreement, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval (other than nominations for persons for election as directors) or (b) adopting, amending or repealing any bylaw of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. No more than a minority of the number of directors necessary to constitute a quorum of any committee of the Board shall be Non-U.S. Citizens. The chairman of any committee of the Board, any vice chairman of any committee of the Board and any other person who chairs a meeting of any committee of the Board shall be a U.S. Citizen.

Section 4.12. *Action by Consent.* Unless otherwise restricted by the Securityholders Agreement, Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper or electronic form.

Section 4.13. *Telephonic Meetings.* Unless otherwise restricted by the Securityholders Agreement, the Certificate of Incorporation or these Bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.14. *Resignation.* Any director may resign from the Board at any time by giving notice to the Board or to the Secretary of the Corporation. Any such notice must be in writing or by electronic transmission to the Board or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.15. *Vacancies.* Except as otherwise set forth in the Securityholders Agreement, in the event that a vacancy is created on the Board at any time due to the death, disability, retirement, resignation or removal of a director, then:

(a) with respect to any directors that have been designated to serve on the Board in accordance with the Securityholders Agreement (such directors, "**Board Designees**"), the Appointing Person (as defined in the Securityholders Agreement, including any successor thereto in accordance the terms of the Securityholders Agreement) who designated for election such director (such Appointing Person, a "**Designating Holder**") shall have the exclusive right to designate for election an individual to fill such vacancy and the Corporation shall take such actions as may be necessary or desirable to ensure the election and appointment of such designee to fill such vacancy on the Board in a manner consistent with Section 2.1(c)(iv)(A) of the Securityholders Agreement; *provided*, *however*, in the event that the applicable Designating Holder shall fail to designate in writing a replacement Board Designee to fill the vacant director position on the Board, and such failure shall continue for more than sixty (60) days after notice from the Corporation to such Designating Holder with respect to such failure, then the vacant position shall be filled by an individual designated by the remaining directors then in office; *provided* that such individual shall be removed from such position if such Designating Holder so directs and simultaneously designates a new Board Designee to serve in such position on the Board;

(b) with respect to any Other Director (as defined in the Securityholders Agreement) vacancy, such vacancy shall be filled in accordance with Section 2.1(c)(iv)(B) of the Securityholders Agreement; and

(c) if the person serving as Chief Executive Officer of the Corporation is removed or resigns or is otherwise replaced in such capacity, then such person shall automatically, and without any action by the Board or stockholders of the Corporation, cease to be a director, and the director position on the Board reserved for the Chief Executive Officer of the Corporation shall remain vacant until a successor Chief Executive Officer is duly appointed by the Board in accordance with these Bylaws, the Securityholders Agreement and the Certificate of Incorporation, in which case such person shall automatically, and without any further action by the Board or stockholders of the Corporation, fill such vacancy and become a director.

Section 4.16. *Removal.* Subject to the provisions of the Securityholders Agreement, no director may be removed from office by the stockholders except with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

Section 4.17. *Compensation.* Unless otherwise restricted by the Certificate of Incorporation, these Bylaws or the Securityholders Agreement, the Board shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 4.18. *Corporate Opportunities.* Notwithstanding any duty otherwise existing at law or in equity, to the fullest extent permitted by Delaware Law, the Corporation and the Securityholders (as defined in the Securityholders Agreement) agree that:

(a) Any of the Securityholders who are not employed by, or do not serve as a director of, the Corporation or any of its subsidiaries, each director who is employed by an Appointing Person or any of its Affiliates (each, as defined in the Securityholders Agreement), any of the foregoing Persons' respective Affiliates, and any one or more of the respective managers, directors, principals, officers, employees and other representatives of such Persons or their respective Affiliates (as defined in the Securityholders Agreement) (the foregoing Persons being referred to, collectively, as "Identified Persons") may now engage, may continue to engage, or may, in the future, engage in the same or similar activities or lines of business as those in which the Corporation or any of its Affiliates, directly or indirectly, now engage or may engage or other business activities that overlap with, are complementary to, or compete with those in which the Corporation or any of its Affiliates, directly or indirectly, now engage or may engage (any such activity or line of business, an "Opportunity"). No Identified Person shall, as a result of its capacity as such, have any duty to refrain, directly or indirectly, from (i) engaging in any Opportunity or (ii) otherwise competing with the Corporation or any of its Affiliates. No Identified Person shall, as a result of its capacity as such, have any duty or obligation to refer or offer to the Corporation or any of its Affiliates any Opportunity except for any Identified Person who is a Director, who shall have the duty to refer or offer to the Corporation any Opportunity that is expressly first presented in writing to such Director in his or her capacity as a Director or if knowledge of such Opportunity is first acquired by such Director solely as a result of such Director's position as a Director, and the Corporation hereby renounces any interest or expectancy of the Corporation in, or in being offered, an opportunity to participate in any other Opportunity which may be a corporate (or analogous) or business opportunity for the Corporation or any of its Affiliates.

(b) In the event that any Identified Person acquires knowledge of a potential transaction or other corporate (or analogous) or business opportunity which may be an Opportunity for the Corporation or any of its Affiliates, such Identified Person shall have no duty to communicate or offer such Opportunity to the Corporation or any of its Affiliates and shall not be liable to the Corporation or the Securityholders for breach of any purported fiduciary duty by reason of the fact that such Identified Person pursues or acquires such Opportunity for itself (or any of its Affiliates), or offers or directs such Opportunity to another Person (including any Affiliate of such Identified Person); provided that each Identified Person who is a Director shall have the duty to communicate or offer to the Corporation any Opportunity that is expressly first presented in writing to such Director in his or her capacity as a Director or if knowledge of such Opportunity is first acquired by such Director solely as a result of such Director's position as a Director, and the Corporation does not waive any claims in respect of breaches of fiduciary duty arising therefrom. For the avoidance of doubt, none of the waivers of the corporate opportunities doctrine or related duties set forth in this Section 4.18 shall apply to any officer, employee or consultant of the Corporation or any of its subsidiaries.

(c) Except as provided in the Securityholders Agreement, the Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more other Persons (such Persons, collectively, "**Related Companies**") that are direct competitors of, or that otherwise may have interests that do or could conflict with those of, the Corporation, any Securityholders or any of their respective Affiliates (including Disqualified Persons (as defined in the Securityholders Agreement)), and (i) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under the Certificate of Incorporation or these Bylaws shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under the Certificate of Incorporation or these Bylaws shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (A) the ownership by an Identified Person of any interest in any Related Company, (B) the affiliation of any Related Company with an Identified Person or (C) any action taken or omitted by an Identified Person in respect of any Related Company, (ii) no Identified Person shall, by reason of such ownership, affiliation or action, become subject to any fiduciary duty to the Corporation, any of the Securityholders or any of their respective Affiliates, (iii) none of the duties imposed on an Identified Person, whether by contract or law, do or shall limit or impair the right of any Identified Person lawfully to compete with the Corporation, any of its Securityholders or any of their respective Affiliates and (iv) except as set forth in Section 4.18(a) and Section 4.18(b), the Identified Persons are not and shall not be obligated to disclose to (A) the Corporation or any of its subsidiaries or (B) any of the Securityholders or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, and shall not be obligated to refrain from or in any respect to be restricted in competing against the Corporation, any of the Securityholders or any of their respective Affiliates in any such business or as to any such opportunities.

(d) In addition to and notwithstanding the foregoing provisions of this Section 4.18, a corporate (or analogous) or business opportunity shall not be deemed to be an Opportunity for the Corporation or any of its Affiliates if it is an opportunity (i) that the Corporation is not legally able or contractually permitted to undertake or (ii) which the Board has affirmatively elected to refrain from continued evaluation or pursuing.

Any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Section 4.18.

## ARTICLE 5
## OFFICERS

Section 5.01. *Officers; Limitations.*

(a) The executive officers of the Corporation shall be a Chief Executive Officer, Chief Financial Officer, General Counsel, one or more Executive or Senior Vice Presidents and a Corporate Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Corporation may also have such other executive officers, including one or more Controllers, as the Board may in its discretion appoint. One person may hold the offices and perform the duties of any two (2) or more of said offices, except that no one person shall hold the offices and perform the duties of President and Corporate Secretary.

(b) Each of the executive officers of the Corporation shall be U.S. Citizens.

Section 5.02. *Appointment, Term of Office and Remuneration.* The officers of the Corporation shall be appointed by the Board in the manner determined by the Board. Each such officer shall hold office until his or her successor is appointed, or until his or her earlier death, resignation or removal. Subject to any delegation made pursuant to Section 5.03, the remuneration of all officers of the Corporation shall be fixed by the Board. Any vacancy in any office shall be filled in such manner as the Board shall determine.

Section 5.03. *Subordinate Officers.* In addition to the executive officers enumerated in Section 5.01 herein, the Corporation may have a Treasurer, one or more Vice Presidents, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board may deem necessary, each of whom shall hold office for such period as the Board may from time to time determine; *provided, however*, that a Non-U.S. Citizen may not exercise or be delegated any authority or duties that in any way relate to the exercise of authority or performance of duties associated with the functions of the Chairman or the President nor may such person be granted or delegated any authority to bind the Corporation. The Board may delegate to any executive officer the power to appoint, remove and remunerate any such subordinate officers, agents or employees.

Section 5.04. *Removal.* Any officer may be removed, with or without cause, at any time, by resolution adopted by a majority of the Board, except that subordinate officers may be removed in such manner and by such persons as the Board shall otherwise permit.

Section 5.05. *Resignations.* Any officer may resign at any time by giving notice to the Board (or to the Chief Executive Officer). Any such notice must be requested to be in writing. The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, unless the Corporation provides such officer with written notice that such resignation shall be effective as of a date after such notice is delivered, but prior to the date set forth in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.06. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board.

## ARTICLE 6
## CAPITAL STOCK

Section 6.01. *Certificates for Stock; Uncertificated Shares.* The shares of the Corporation need not be represented by certificates, and the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares or a combination of certificated and uncertificated shares. Any such resolution that shares of a class or series will only be uncertificated shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation; provided that all shares shall be uncertificated as of the date of adoption of these Bylaws. Except as otherwise required by Delaware Law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders

of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by two authorized officers representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a .pdf or facsimile. In case any officer, transfer agent or registrar who has signed or whose .pdf or facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Corporation shall not have power to issue a certificate in bearer form.

Section 6.02. *U.S. Citizenship Requirement.* At no time shall Non-U.S. Citizens be permitted to beneficially own, individually or in the aggregate, more than the Permitted Percentage of each class or series of the capital stock of the Corporation.

Section 6.03. *Dual Share System.*

(a) If the Board has determined pursuant to the Certificate of Incorporation to use a dual share system, the Corporation shall instruct its transfer agent to maintain two separate stock records for each class or series of its capital stock: (i) a record of shares owned by U.S. Citizens and (ii) a record of shares owned by Non-U.S. Citizens.

(b) Certificates and/or book entries (in the case of uncertificated shares) representing shares of each class or series of the capital stock of the Corporation shall be marked either "U.S. Citizen" or "Non-U.S. Citizen," but shall be identical in all other respects. Shares owned by U.S. Citizens shall be represented by U.S. Citizen certificates and/or book entries, and shares owned by Non-U.S. Citizens shall be represented by Non-U.S. Citizen certificates and/or book entries. Whether shares are owned by U.S. Citizens or by Non-U.S. Citizens shall be determined in accordance with the Certificate of Incorporation.

Section 6.04. *Transfer of Shares.*

(a) Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder's duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation; *provided* however that such transfer must comply with the Securityholders Agreement, the Certificate of Incorporation and applicable law, including the Jones Act.

(b) Without limiting the applicable provisions of the Certificate of Incorporation, shares of any class or series of capital stock represented by a U.S. Citizen certificate and/or book entry, or represented by a Non-U.S. Citizen certificate and/or book entry determined by the Corporation to be held by or on behalf of a U.S. Citizen, may not be transferred, and shares of any class or series of the capital stock of the Corporation may not be issued (upon original issuance), to a Non-U.S. Citizen or a holder of record that will hold such shares for or on behalf of a Non-U.S. Citizen if, upon completion of such transfer or issuance, Non-U.S. Citizens, individually or in the

aggregate, will own shares of such class or series of the capital stock represented by Non-U.S. Citizen certificates and/or book entries and represented by U.S. Citizen certificates and/or book entries determined by the Corporation to be held by or on behalf of Non-U.S. Citizens in excess of the Permitted Percentage of such class or series.

Section 6.05. *Authority for Additional Rules Regarding Transfer.* The Board shall have the power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation (in each case, solely to the extent consistent with the Securityholders Agreement), as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

## ARTICLE 7
## INDEMNIFICATION

Section 7.01. *Indemnification*. The Corporation (and any successor or surviving corporation to the Corporation by merger or otherwise) shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any Person (an "**Indemnitee**") who was or is made or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") (whether such Proceeding is an action by or in the right of the Corporation, is initiated by a third party or otherwise), by reason of the fact that he or she is or was a director, advisory director, board observer or officer of the Corporation or, while a director, advisory director, board observer or officer of the Corporation, is or was serving at the request of the Corporation as a director, advisory director, board observer, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to an employee benefit plan, against all liability, expense and loss (including attorneys' fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such Indemnitee, but only if such Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful. Notwithstanding the preceding sentence, except for a suit or action brought as described in Section 7.03, the Corporation shall be required to indemnify an Indemnitee in connection with a Proceeding (or part thereof) commenced by such Indemnitee only if the commencement of such Proceeding (or part thereof) by the Indemnitee was authorized by the Board.

Section 7.02. *Prepayment of Expenses.* The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding in advance of its final disposition; *provided*, *however*, that the Corporation may require (e.g., if required by law) that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnitee to repay all amounts advanced if it should be ultimately determined that the Indemnitee is not entitled to be indemnified under this Article 7 or otherwise.

Section 7.03. *Claims*. If a claim for indemnification or payment of expenses under this Article 7 is not paid in full within 60 days after a written claim therefor by the Indemnitee has been received by the Corporation, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnitee is not entitled to the requested indemnification or payment of expenses under applicable law.

Section 7.04. *Authorization.* Any indemnification under Section 7.01 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 7.01. Such determination shall be made (a) by a majority vote of the directors who are not parties to such Proceeding, even though less than a quorum, (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (d) by the stockholders.

Section 7.05. *Indemnification of Employees and Agents.* The Corporation may indemnify and advance expenses to any Person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such Person is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, advisory director, board observer, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability, expense and loss (including attorneys' fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such employee or agent, but only if such employee or agent acted in good faith and in a manner such employee or agent reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal proceeding, had no reasonable cause to believe such employee's or agent's conduct was unlawful. The ultimate determination of entitlement to indemnification of Persons who are not a director, advisory director, board observer or officer employee or agent shall be made in such manner as is determined by the Board in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a Person pursuant to this Section 7.05 in connection with a Proceeding initiated by such Person if the Proceeding was not authorized in advance by the Board.

Section 7.06. *Advancement of Expenses of Employees and Agents.* The Corporation may pay the expenses (including attorneys' fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board.

Section 7.07. *Nonexclusivity of Rights.* The rights conferred on any Indemnitee by this Article 7 shall not be exclusive of any other rights which such Indemnitee may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, Securityholders Agreement, vote of stockholders or disinterested directors or otherwise.

Section 7.08. *First Resort of Indemnification.* The Corporation acknowledges that any Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise ("**Other Indemnitors**"). The Corporation hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to an Indemnitee are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by an Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by such and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the Certificate of Incorporation or these Bylaws (or any other agreement between the Corporation and an Indemnitee), without regard to any rights an Indemnitee may have against the Other Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors on behalf of an Indemnitee with respect to any claim for which an Indemnitee has sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of an Indemnitee against the Corporation. The Corporation agrees that the Other Indemnitors are express third party beneficiaries of the terms of this Section 7.08. Notwithstanding the foregoing, the Corporation's obligation, if any, to indemnify any Indemnitee shall be reduced by any amount such Indemnitee may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

Section 7.09. *Amendment or Repeal.* Any repeal or modification of the provisions of this Article 7 shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission occurring prior to the time of such repeal or modification. The adoption of these Bylaws, the Certificate of Incorporation and the Securityholders Agreement shall not adversely affect any right or protection of any Person entitled to indemnification under the Fourth Restated Bylaws of the Corporation (the "**Existing Bylaws**"), the Second Amended and Restated Certificate of Incorporation (as amended, the "**Existing Certificate**") or by law.

Section 7.10. *Survival of Indemnification Rights.* The rights to indemnification and advance payment of expenses provided by Section 7.01, Section 7.02, Section 7.05 and Section 7.06 shall continue as to a Person who has ceased to be a director, advisory director, board observer, officer, employee, or agent of the Corporation and shall inure to the benefit of the personal representatives, heirs, executors and administrators of such Person. The rights to indemnification and advance payment of expenses provided under the Existing Certificate, the Existing Bylaws or by law shall continue as to any Person entitled to indemnification thereto who has ceased to serve in any such applicable capacity.

Section 7.11. *Insurance.* The Corporation shall have power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee, advisory director, board observer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, advisory director, board observer, employee, fiduciary, partner (limited or general), manager, trustee or agent of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, or that served in any such capacity under the Existing Certificate and the Existing Bylaws against any liability asserted against such Person or incurred by such Person in any such capacity, or arising out of such Person's status as such, and related expenses, whether or not the Corporation would have the power to indemnify such Person against such liability under the provisions of applicable law.

## ARTICLE 8
## GENERAL PROVISIONS

Section 8.01. *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board for stockholders entitled to vote at such meeting, the record date for determining stockholders entitled to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided* that the Board may in its discretion or as required by law fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall fix the same date or an earlier date as the record date for stockholders entitled to notice of such adjourned meeting.

(a) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 8.02. *Dividends.* Subject to limitations contained in Delaware Law, the Certificate of Incorporation and the Securityholders Agreement, the Board may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 8.03. *Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 8.04. *Corporate Seal*. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a .pdf or facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 8.05. *Actions with Respect to Securities Owned by the Corporation.*The Board may authorize any Person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting, and to take comparable actions in respect of actions by written consent in lieu of a meeting, of holders of any stock and other securities of other entities (except the Corporation) owned or held by the Corporation for itself. The Person so designated shall be a U.S. Citizen. If the Board has not so authorized anyone, the Chief Executive Officer or the Chief Executive Officer's delegate shall have authority to perform such function.

Section 8.06. *Amendments.* Subject to the terms of the Securityholders Agreement, these Bylaws or any of them may be altered, amended or repealed, or new Bylaws may be made, by a majority of the Board. Unless a higher percentage is required by the Certificate of Incorporation or the Securityholders Agreement as to any matter that is the subject of these Bylaws, all such amendments must be approved by the affirmative vote of a majority of the total voting power of all outstanding securities of the Corporation, generally entitled to vote in the election of directors, voting together as a single class, or by a majority of the Board.

**Exhibit 4.2**

***Execution Version***

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JONES ACT WARRANT AGREEMENT

Between

Hornbeck Offshore Services, Inc.,
AS ISSUER,

And

Computershare, Inc. and

Computershare Trust Company, N.A.,

collectively, AS WARRANT AGENT

September 4, 2020

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This JONES ACT WARRANT AGREEMENT (this "Agreement") is dated as of September 4, 2020, between Hornbeck Offshore Services, Inc., a Delaware corporation, as issuer (the "Company"), and Computershare, Inc., a Delaware corporation, and its wholly owned subsidiary, Computershare Trust Company, N.A., a federally chartered trust company (collectively, including any successors thereto, the "Warrant Agent").

W I T N E S S E T H

WHEREAS, in connection with the financial restructuring of the Company and certain of its subsidiaries (collectively, the "Debtors") pursuant to the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization (the "Plan") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101*et. seq.*, the Company has agreed to issue to certain creditors of the Company as of immediately prior to the consummation of the restructuring contemplated by the Plan warrants which are exercisable or convertible to purchase shares of the Company's common stock, par value $0.00001 per share ("Common Stock"), subject to adjustment as provided herein (the "Warrants"), in each case to the extent each such creditor cannot establish to the Company's reasonable satisfaction (during the time period provided under the Plan) that it is or will continue to be a U.S. Citizen (as defined below) for purposes of the Company's compliance with the Jones Act (as defined below) and to the extent that the issuance of such shares of Common Stock under the Plan to such creditor would result in Excess Shares (as defined below) if they were issued;

WHEREAS, pursuant to the Company's Charter, the Company may issue additional Warrants from time to time following the date hereof;

WHEREAS, the Company desires to engage the Warrant Agent to act on behalf of the Company in connection with the issuance, registration, transfer, exchange, replacement, exercise, conversion and cancellation of the Warrants;

WHEREAS, the Warrant Agent, at the request of the Company, has agreed to act as the agent of the Company in connection with the issuance, transfer, exchange, replacement, exercise and conversion of the Warrants as provided herein; and

WHEREAS, the Company desires to enter into this Agreement to set forth the terms and conditions of the Warrants and the rights of the Holders thereof.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein set forth, the parties hereto agree as follows:

SECTION 1. Certain Defined Terms. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Section 1. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Securityholders Agreement (as defined below).

"Act of Bankruptcy" means, with respect to any Person, the occurrence of any of the following events, conditions or circumstances: (a) such Person files a voluntary petition in bankruptcy or files any petition or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the Bankruptcy Code or any

present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency, reorganization or other relief for debtors, or seeks or consents to, or acquiesces in, the appointment of any trustee, receiver, conservator or liquidator of such Person or of all or any substantial part of its properties (the term "acquiesce," as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within twenty (20) days, after entry of such order, judgment or decree); or (b) such Person makes a general assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Affected Holder" has the meaning specified in Section 16 hereof.

"Affiliate" means, with respect to any Person, any Person who, directly or indirectly, Controls, is Controlled by or is under common Control with that Person; *provided*, *however*, that for the avoidance of doubt no Holder shall be deemed an affiliate of any other Holder solely on account of ownership of Equity Securities of the Company or being party to the Securityholders Agreement, and no Holder shall be deemed an affiliate of the Company solely on account of being party to the Securityholders Agreement.

"Agreement" has the meaning specified in the preamble hereof.

"Anti-Dilution Amount" means the amount determined in accordance with the following formula:

X – Y

Where:

X = if the Jones Act Anti-Dilution Warrant is issued to the Holder in respect of a dividend on the Common Stock in accordance with Section 6(h) of this Agreement, the amount equal to the product of (i) such dividend per share of Common Stock, multiplied by (ii) the number of shares of Common Stock underlying such Holder's Warrant;

Y = the amount of withholding taxes paid or payable by the Company on behalf of such Holder in connection with the issuance of the Jones Act Anti-Dilution Warrant based on the amount computed for X without regard to this Y (other than any such withholding taxes paid from other amounts payable to such Holder).

"Applicable Law" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority, including the Jones Act; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Appropriate Officer" has the meaning specified in Section 3(c) hereof.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ § 101 et seq.

"Board" means the board of directors (or other applicable governing body) of the Company.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which state or federally chartered banking institutions in New York City, New York are not required to be opened.

"Cash Closing" has the meaning specified in Section 6(g) hereof.

"Cash Sale" means any merger, consolidation or other similar transaction to which the Company is a party and in which holders of Common Stock as of immediately prior to the consummation of such transaction (other than with respect to treasury shares and any shares of Common Stock held by the purchasing party(ies) in such transaction) are entitled to receive consideration consisting solely of cash upon cancellation of such Common Stock in such transaction.

"Cashless Conversion" has the meaning specified in Section 5(c)(ii) hereof.

"Charter" means, with respect to any Person, such Person's certificate or articles of incorporation, certificate of formation, articles of association or similar organizational document, in each case as may be amended from time to time.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" has the meaning specified in the recitals hereof.

"Company Liquidation Event" means any liquidation, dissolution or winding-up of the affairs of the Company, the termination of the legal existence of the Company or any Act of Bankruptcy or any other similar event or proceeding with respect to the Company, whether voluntary or involuntary, pursuant to which the holders of Common Stock are (subject to the liquidation preferences set forth in the Company's Charter) entitled to receive consideration consisting solely of cash.

"Control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract (including proxy) or otherwise. The terms "Controlled", "Controlled by" or "under common Control with" shall have correlative meanings.

"Convertible Securities" means any securities (directly or indirectly) convertible into or exchangeable or exercisable for Common Stock, but excluding Options.

"Definitive Warrants" has the meaning specified in Section 4(h)(i) hereof.

"Demand Note" means a non-interest bearing demand note issuable by the Company in the form attached asExhibit F in connection with the exercise of a Jones Act Anti-Dilution Warrant.

"Depository" has the meaning specified in Section 3(b) hereof.

"Direct Registration Warrant" has the meaning specified in Section 3(a) hereof.

"Effective Date" means September 4, 2020.

"Excess Shares" has the meaning specified in the Company's Charter.

"Exchange Act" has the meaning specified in Section 4(h)(i) hereof.

"Exercise Price" means the initial exercise price for the Warrants as set forth in Section 5(b) hereof.

"Expiration Date" has the meaning specified in Section 5(a) hereof.

"Fair Market Value" shall mean (i) with respect to Common Stock, at any time the Common Stock is listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the arithmetic average of the daily VWAP of a share of Common Stock for the ten (10) consecutive trading days on which shares of Common Stock traded immediately preceding the date of measurement; or (ii) otherwise, the value of an asset as reasonably determined in good faith by the Board assuming such asset was sold in an arm's-length transaction between a willing buyer and a willing seller occurring on the date of valuation, taking into account all relevant factors determinative of value (and giving effect to any transfer taxes payable in connection with such sale). For all purposes hereunder, the determination of the Fair Market Value by the Board (or compensation committee or similar committee of the Board) shall be deemed conclusive, final and binding (and shall not be subject to collateral attack for any reason).

"Fully Diluted Basis" means the aggregate number of issued and outstanding shares of Common Stock after giving effect to a hypothetical conversion, or exercise, as applicable, of all of the issued and outstanding Warrants into shares of Common Stock, without regard to whether such Warrants are then convertible or exercisable in accordance with their terms or the terms of the Company's Charter (but disregarding and without giving effect to the issuance, conversion or exercise, as applicable, of any Common Stock, Common Stock Equivalent or other Equity Security of the Company issued or issuable pursuant to the MIP).

"Funds" has the meaning specified in Section 12(q) hereof.

"Global Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, including the U.S. Coast Guard and the U.S. Maritime Administration, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Holder" means the beneficial or registered holder or holders of Warrants, unless the context otherwise requires.

"Individual Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Jones Act" shall mean, collectively, the U.S. citizenship and cabotage laws principally contained in 46 U.S.C. § 50501(a), (b) and (d), and 46 U.S.C. Chapters 121 and 551 and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the U.S. Coast Guard and the U.S. Maritime Administration and their practices enforcing, administering and interpreting such laws, statutes, rules and regulations, in each case as amended or supplemented from time to time, relating to the ownership and operation of U.S.-flag vessels in the U.S. Coastwise Trade.

"Jones Act Anti-Dilution Warrant" means a warrant to purchase a Demand Note issued to a Holder in the form attached as Exhibit E.

"MIP" has the meaning specified in the Securityholders Agreement.

"Non-U.S. Citizen" means any Person who is not a U.S. Citizen.

"Options" means any warrants, including additional Warrants, or other rights or options to subscribe for or purchase Common Stock or Convertible Securities.

"Permitted Percentage" has the meaning set forth in the Company's Charter.

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

"Plan" has the meaning specified in the recitals hereof.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

"Securityholders Agreement" means that certain Securityholders Agreement, dated as of September 4, 2020, by and between the Company and the holders of Common Stock and/or Warrants party thereto from time to time, and the other parties thereto, as may be amended from time to time.

"Settlement Date" means the date that is the third Business Day after a Warrant Exercise Notice is delivered.

"Signature Guarantee" has the meaning specified in Section 4(c)(ii).

"U.S. Citizen" shall mean a citizen of the United States within the meaning of the Jones Act, eligible and qualified to own and operate U.S.-flag vessels in the U.S. Coastwise Trade.

"U.S. Coastwise Trade" shall mean the carriage or transport of merchandise or passengers in the coastwise trade of the United States of America within the meaning of 46 U.S.C. Chapter 551 and any successor statutes thereto, as amended or supplemented from time to time.

"VWAP" means, for any trading day, the price for shares of Common Stock determined by the daily volume weighted average price per share of Common Stock for such trading day on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market, as the case may be, in each case, for the regular trading session (including any extensions thereof, without regard to pre-open or after hours trading outside of such regular trading session), or if shares of Common Stock are not listed or quoted on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market, as reported by the principal U.S. national or regional securities exchange on which shares of Common Stock are then listed or quoted, whichever is applicable, as published by Bloomberg at 4:15 P.M., New York City time (or 15 minutes following the end of any extension of the regular trading session), on such trading day.

"Warrant Agent" has the meaning specified in the preamble hereof.

"Warrant Agent Office" has the meaning specified in Section 4(g)(iv) hereof.

"Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Warrant Exercise Notice" has the meaning specified in Section 5(c)(i) hereof.

"Warrant Register" has the meaning specified in Section 3(d) hereof.

"Warrant Shares" has the meaning specified in Section 3(a) hereof.

"Warrant Spread" has the meaning specified in Section 6(g) hereof.

"Warrant Statement" has the meaning specified in Section 3(b) hereof.

"Warrant Summary" has the meaning specified in Section 3(b) hereof.

"Warrants" has the meaning specified in the recitals hereof.

SECTION 2. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the express terms and conditions set forth in this Agreement (and no implied terms and conditions), and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Agreement.

SECTION 3. Issuance of Warrants; Form, Execution and Delivery.

(a) Issuance of Warrants. On the Effective Date, the Warrants shall be issued by the Company in the amounts and to the recipients specified in the Warrant Allocation Schedule attached hereto as Exhibit A. In accordance with Section 4 hereof and the Plan, the Company shall initially cause the Warrants to be issued in the form of Individual Warrant Certificates or by book-entry registration on the books and records of the Warrant Agent ("Direct Registration Warrants"). Thereafter, at the Company's option, the Company may, in its sole discretion, cause to be issued to the Depository one or more Global Warrant Certificates evidencing the Warrants and, in such event, the Company shall cause to be issued to the applicable registered Holders Warrants in the

form of Global Warrant Certificates through the facilities of the Depository. Each Direct Registration Warrant and each Warrant evidenced by a Global Warrant Certificate or Individual Warrant Certificate shall entitle the Holder, upon proper exercise and payment or conversion of such Warrant, to receive from the Company, as adjusted as provided herein and subject to the Jones Act limitations on ownership of shares of Common Stock by Non-U.S. Citizens set forth in Section 5(m) and Section 5(n) hereof, if applicable, one share of Common Stock. The shares of Common Stock (as provided pursuant to Section 6 hereof) deliverable upon proper exercise or conversion of the Warrants are referred to herein as "Warrant Shares".

(b) Form of Warrant. Subject to Section 4 of this Agreement, each of the Warrants shall be issued (i) in certificated form in the form of one or more individual certificates (the "Individual Warrant Certificates") in substantially the form of Exhibit B-2 attached hereto, with the form of assignment to be printed on the reverse thereof, in substantially the form set forth in Exhibit C attached hereto, and/or (ii) in the form of Direct Registration Warrants reflected on statements issued by the Warrant Agent from time to time to the Holders thereof reflecting such book-entry position (the "Warrant Statements"); *provided*, that following the Effective Date, the Company may, in its sole discretion, issue, and allow the Warrants to be exchanged for, beneficial interests in one or more global certificates (the "Global Warrant Certificates") in substantially the form of Exhibit B-1 attached hereto, with the form of assignment to be printed on the reverse thereof, in substantially the form set forth in Exhibit C attached hereto. Upon the issuance of the Global Warrant Certificates, any Individual Warrant Certificates or Direct Registration Warrants that are not subject to any transfer restrictions under applicable securities laws may be exchanged at any time for Global Warrant Certificates representing a corresponding number of Warrants, in accordance with Section 4(d) and the applicable procedures of the Depository and the Warrant Agent. The Warrant Statements representing Warrants shall include as an attachment thereto the "Warrant Summary" as set forth in Exhibit D attached hereto. The Global Warrant Certificates and Individual Warrant Certificates (collectively, the "Warrant Certificates") and Warrant Statements may bear such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules and regulations of The Depository Trust Company or any successor thereof (the "Depository") in the case of the Global Warrant Certificates, with any law or with any rules made pursuant thereto or with any rules of any securities exchange or as may be determined, consistently herewith and reasonably acceptable to the Warrant Agent and provided, in each case, that they do not affect the rights, duties, obligations, responsibilities, liabilities or indemnities of the Warrant Agent, by (i) in the case of Warrant Certificates, the Appropriate Officers executing such Warrant Certificates, as evidenced by their execution of the Warrant Certificates and (ii) in the case of Warrant Statements, any Appropriate Officer. The Global Warrant Certificates shall be deposited as and when appropriate with the Warrant Agent and registered in the name of Cede & Co. or any successor thereof, as the Depository's nominee. Each Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

(c) Execution of Warrants. Warrant Certificates shall be signed on behalf of the Company by its Chief Executive Officer, its President, its Chief Financial Officer, its General Counsel, its Treasurer or any Executive or Senior Vice President of the Company (each, an "Appropriate Officer"), and by the Corporate Secretary or any Assistant Corporate Secretary of the Company. Each such signature upon the Warrant Certificates may be in the form of an electronic signature of any such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary and may be imprinted or otherwise reproduced on the Warrant Certificates and for that purpose the Company may adopt and use the electronic signature of any Appropriate Officer, the Corporate Secretary or any Assistant Corporate Secretary who shall have been serving as an Appropriate Officer, the Corporate Secretary, or an Assistant Corporate Secretary at the time of entering into this Agreement or issuing such Warrant Certificate. If any Appropriate Officer, the Corporate Secretary or any Assistant Corporate Secretary who shall have signed any of the Warrant Certificates shall cease to be such Appropriate Officer, the Corporate Secretary or an Assistant Corporate Secretary before the Warrant Certificates so signed shall have been countersigned by the Warrant Agent or disposed of by the Company, such Warrant Certificates nevertheless may be countersigned and delivered or disposed of as though such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary had not ceased to be such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary, and any Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Warrant Certificate, shall be a proper Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary, although at the date of the execution of this Agreement any such person was not such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary. Warrant Certificates shall be dated the date of countersignature by the Warrant Agent and shall represent one or more whole Warrants.

(d) Countersignature. Upon receipt of a written order of the Company signed by an Appropriate Officer instructing the Warrant Agent to countersign and accompanied by Warrant Certificates duly executed on behalf of the Company, the Warrant Agent shall countersign (in manual, facsimile or electronic form) one or more Warrant Certificates evidencing the Warrants and shall deliver such Warrant Certificates to or upon such written order of the Company. Such written order of the Company shall specifically state the number of Warrants that are to be represented by such Warrant Certificate and the Warrant Agent may rely conclusively on such order. Each Warrant shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or converted or shall have expired or been canceled in accordance with the terms hereof. Each Holder shall be bound by all of the terms and provisions of this Agreement (a copy of which is available on request to the Corporate Secretary of the Company) and any amendments thereto as fully and effectively as if such Holder had signed the same. No Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable or convertible, until such Warrant Certificate has been countersigned by the manual, facsimile or electronic signature of the Warrant Agent. Such signature by the Warrant Agent upon any Warrant Certificate executed by the Company shall be conclusive evidence that such Warrant Certificate so countersigned has been duly issued hereunder. The Warrant Agent shall keep, at an office designated for such purpose, books (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, it shall register any Warrant Certificates or Direct Registration Warrants and exchanges and transfers of outstanding Warrants in accordance with the procedures set forth in Section 4 of this Agreement, all in form satisfactory to the Company and the Warrant Agent. The Company or the Warrant Agent may require payment of a sum sufficient to cover any stamp or other tax or other governmental charge that may be imposed on the Holder in connection with any such exchange or

registration of transfer. The Warrant Agent shall have no obligation to effect an exchange or register a transfer unless and until any payments required by the immediately preceding sentence have been made. Prior to due presentment for registration of transfer or exchange of any Warrant in accordance with the procedures set forth in this Agreement, the Warrant Agent and the Company may deem and treat the Person in whose name any Warrant is registered as the absolute owner of such Warrant (notwithstanding any notation of ownership or other writing made in a Warrant Certificate by anyone), for the purpose of any exercise or conversion thereof, any distribution to the Holder thereof and for all other purposes.

(e) Additional Warrants. The Company may, without the consent of the Holders and notwithstanding anything to the contrary herein, reopen this Agreement and issue additional Warrants hereunder with the same terms as the Warrants initially issued hereunder (other than differences in the issue date) if the Company issues additional warrants, including if (i) the Company is required to issue such additional Warrants pursuant to its Charter, or (ii) the Company is issuing such additional Warrants to Holders in the manner and on the terms described in the Securityholders Agreement. Prior to the issuance of any such additional Warrants, the Company shall deliver to the Warrant Agent such legal opinions and certificates as the Warrant Agent shall reasonably request.

SECTION 4. Transfer or Exchange.

(a) Transfer and Exchange of Global Warrant Certificates or Beneficial Interests Therein The transfer and exchange of Global Warrant Certificates or beneficial interests therein shall be effected through the Depository, in accordance with the terms of this Agreement and the Warrant Certificates and the procedures of the Depository.

(b) Exchange of a Beneficial Interest in a Global Warrant Certificate for an Individual Warrant Certificate or Direct Registration Warrant

(i) Any Holder of a beneficial interest represented by a Global Warrant Certificate may, upon request, exchange such beneficial interest for a Direct Registration Warrant or a Warrant represented by an Individual Warrant Certificate. A transferor of a beneficial interest represented by a Global Warrant Certificate (or the Depository or its nominee on behalf of such transferor) shall, but only to the extent required by the procedures of the Depository and the Warrant Agent in connection with such transfer or exchange, deliver to the Warrant Agent (I) written instructions or such other form of instructions as is customary for the Depository on behalf of any Person having a beneficial interest in a Global Warrant Certificate, and all other reasonably necessary information, and (II) an instruction of transfer in form reasonably satisfactory to the Warrant Agent which, with respect to a transfer of a Global Warrant Certificate only, shall be properly completed, duly authorized in writing and duly executed by the Holder thereof or by such Holder's attorney. Upon satisfaction of the conditions in this Section 4(b)(i), the Warrant Agent shall cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be reduced by the number of Warrants to be represented by an Individual Warrant Certificate or Direct Registration Warrant, as the case may be, to be issued in exchange for the beneficial interest of such Person in the Global Warrant Certificate and, following such reduction, (A) in the case of an exchange for an Individual Warrant Certificate (x) the Company shall issue

and the Warrant Agent shall either manually, facsimile or electronically countersign an Individual Warrant Certificate representing the appropriate number of Warrants and (y) the Warrant Agent shall deliver such Individual Warrant Certificate to the registered Holder thereof, or (B) in the case of an exchange for a Direct Registration Warrant, the Warrant Agent shall register such Direct Registration Warrants in accordance with such written instructions from the Depository and deliver to such Holder a Warrant Statement.

(ii) Warrants represented by an Individual Warrant Certificate issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 4(b) shall be issued in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent. The Warrant Agent shall deliver Individual Warrant Certificates evidencing such issuance to the Persons in whose names such Individual Warrant Certificates are so issued. Direct Registration Warrants issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 4(b) shall be registered in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent.

(c) Transfer and Exchange of Individual Warrant Certificates or Direct Registration Warrants. When the registered Holder of an Individual Warrant Certificate or Direct Registration Warrant has presented to the Warrant Agent a written request:

(i) to register the transfer of any Individual Warrant Certificate or Direct Registration Warrant; or

(ii) to exchange any Individual Warrant Certificate or Direct Registration Warrant for a Direct Registration Warrant or an Individual Warrant Certificate, respectively, representing an equal number of Warrants of authorized denominations,

the Warrant Agent shall register the transfer or make the exchange as requested if (x) its customary requirements for such transactions are met and (y) such transfer or exchange otherwise satisfies the provisions of this Agreement; *provided*, *however*, that the Warrant Agent has received a written instruction of transfer or exchange, as applicable, in form reasonably satisfactory to the Warrant Agent, properly completed and duly executed by the Holder thereof or by his attorney, accompanied by a signature guarantee ("Signature Guarantee") from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association, duly authorized in writing and a written order of the Company signed by an Appropriate Officer authorizing such exchange. A party requesting transfer of Warrants must provide any evidence of authority that may be reasonably required by the Warrant Agent.

(d) Restrictions on Transfer and Exchange of Individual Warrant Certificates or Direct Registration Warrants for a Beneficial Interest in a Global Warrant Certificate. Neither an Individual Warrant Certificate nor a Direct Registration Warrant may be exchanged for a beneficial interest in a Global Warrant Certificate pursuant to this Agreement except, following the issuance of a Global Warrant Certificate by the Company, upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of the Company's written approval and appropriate instruments of transfer, accompanied by a Signature Guarantee, with respect to an Individual Warrant Certificate or Direct Registration Warrant that is not subject to transfer restrictions under

applicable securities laws, in form reasonably satisfactory to the Warrant Agent, together with written instructions directing the Warrant Agent to make, or to direct the Depository to make, an endorsement on the applicable Global Warrant Certificate to reflect an increase in the number of Warrants represented by such Global Warrant Certificate equal to the number of Warrants represented by such Individual Warrant Certificate or Direct Registration Warrant, and all other necessary information, then the Warrant Agent shall cancel such Individual Warrant Certificate or Direct Registration Warrant on the Warrant Register and cause, or direct the Depository to cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by such Global Warrant Certificate to be increased accordingly. Any such transfer shall be subject to the Company's prior written approval.

(e) Restrictions on Transfer and Exchange of Global Warrant Certificates. Notwithstanding any other provisions of this Agreement (other than the provision set forth in Section 4(f)), a Global Warrant Certificate may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(f) Cancellation of Warrant Certificate.

(i) At such time as all beneficial interests in Warrant Certificates and Direct Registration Warrants have been exchanged for Warrant Shares in accordance herewith, redeemed, repurchased or cancelled, all Warrant Certificates shall be returned to, or cancelled and retained pursuant to Applicable Law by, the Warrant Agent, upon written instructions from the Company reasonably satisfactory to the Warrant Agent.

(ii) If at any time the Depository for the Global Warrant Certificates notifies the Company that the Depository is unwilling or unable to continue as Depository for the Global Warrant Certificates and a successor Depository for the Global Warrant Certificates is not appointed by the Company within ninety (90) days after delivery of such notice, then the Warrant Agent, upon written instructions signed by an Appropriate Officer of the Company, shall register Individual Warrants Certificates and Direct Registration Warrants, in an aggregate number equal to the number of Warrants represented by the Global Warrant Certificates, in exchange for such Global Warrant Certificates.

(g) Obligations with Respect to Transfers and Exchanges of Warrants.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Warrant Agent is hereby authorized to countersign, either by manual, facsimile or electronic signature, in accordance with the provisions of this Section 4, Warrant Certificates, as required pursuant to the provisions of this Section 4.

(ii) All Warrant Certificates or Direct Registration Warrants issued upon any registration of transfer or exchange shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Warrant Certificates or Direct Registration Warrants surrendered upon such registration of transfer or exchange.

(iii) So long as the Depository, or its nominee, is the registered owner of a Global Warrant Certificate, the Depository or such nominee, as the case may be, will be considered the sole owner or Holder represented by such Global Warrant Certificate for all purposes under this Agreement, including, without limitation, for the purposes of (a) giving notices with respect to such Warrants and (b) registering transfers with respect to such Warrants. Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests.

(iv) The Warrant Agent shall register the transfer of any outstanding Warrants in the Warrant Register at the Warrant Agent office designated for such purpose (the "Warrant Agent Office") upon (a) receipt of all information required to be delivered hereunder, (b) if applicable, surrender of duly endorsed Warrant Certificates representing such Warrants, and (c) receipt of a completed form of assignment duly authorized in writing substantially in the form attached as Exhibit C hereto, as the case may be, duly signed by the Holder thereof or by the duly appointed legal representative thereof or by such Holder's attorney, accompanied by a Signature Guarantee. Upon any such registration of transfer, a new Warrant Certificate or Warrant Statement, as the case may be, shall be issued to the transferee.

(v) The Warrant Agent shall not undertake the duties and obligations of a stock transfer agent under this Agreement, or otherwise, including, without limitation, the duty to receive, issue or transfer Warrant Shares.

(h) Definitive Warrants.

(i) Beneficial interests represented by a Global Warrant Certificate deposited with the Depository or with the Warrant Agent pursuant to Section 3(b) shall be transferred to each beneficial owner thereof in the form of Warrant Certificates in a definitive form that is not deposited with the Depository or with the Warrant Agent as custodian for the Depository ("Definitive Warrants") evidencing a number of Warrants equivalent to such owner's beneficial interest in such Global Warrant Certificate, in exchange for such Global Warrant Certificate, only if such transfer complies with Section 4(a) and (i) the Depository notifies the Company in writing that it is unwilling or unable to continue as Depository for such beneficial interests represented by such Global Warrant Certificate or if at any time the Depository ceases to be a "clearing agency" registered under the Securities and Exchange Act of 1934, as amended, or the rules promulgated thereunder (the "Exchange Act"), and, in each such case, a successor Depository is not appointed by the Company within ninety (90) days of such notice or (ii) upon the request of any Holder or beneficial owner, if the Company shall be adjudged bankrupt or insolvent or makes an assignment for the benefit of its creditors or institutes proceedings to be adjudicated bankrupt or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under federal bankruptcy laws or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or custodian of all or any substantial part of its property, or shall admit in writing its inability to pay or meet its debts as they mature, or if a receiver or custodian of it or all or any substantial part of its property shall be appointed, or if a public officer shall have taken charge or control of the Company or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation.

(ii) Any beneficial interests represented by a Global Warrant Certificate that are transferable to the beneficial owners thereof in the form of Definitive Warrants pursuant to this Section 4(h) shall be surrendered by the Depository to the Warrant Agent, to be so transferred, in whole or from time to time in part, without charge, and the Warrant Agent shall if directed by an Appropriate Officer of the Company countersign, by either manual, facsimile or electronic signature, and deliver to each beneficial owner in the name of such beneficial owner, upon such transfer of each portion of such beneficial interests represented by a Global Warrant Certificate, Definitive Warrants evidencing a number of Warrants equivalent to such beneficial owner's beneficial interest in the Global Warrant Certificate. The Warrant Agent shall register such transfer in the Warrant Register, and upon such transfer the surrendered Global Warrant Certificate shall be cancelled by the Warrant Agent.

(iii) All Definitive Warrants issued upon registration of transfer pursuant to this Section 4(h) shall be valid obligations of the Company, evidencing the same obligations of the Company and entitled to the same benefits under this Agreement and the Global Warrant Certificate surrendered for registration of such transfer.

(iv) Subject to the provisions of Section 4(h)(ii), the registered Holder of a Global Warrant Certificate may grant proxies and otherwise authorize any Person to take any action that such Holder is entitled to take under this Agreement or the Warrants.

(v) In the event of the occurrence of any of the events specified in Section 4(h)(i), the Company will promptly make available to the Warrant Agent a reasonable supply of Definitive Warrants necessary to comply with this Agreement in definitive, fully registered form.

(vi) Neither the Company nor the Warrant Agent shall be liable or responsible for any registration or transfer of any Warrants that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary.

(i) Securityholders Agreement. Notwithstanding anything herein to the contrary, no Person may Transfer any Warrant except in compliance with the provisions of the Securityholders Agreement, if the Securityholders Agreement is then in effect, and the Company's Charter.

SECTION 5. Duration and Exercise of Warrants.

(a) Expiration Date. The Warrants may be exercised only during the period commencing on the Effective Date and expiring on the date on which no Warrants remain outstanding (the "Expiration Date"). After 5:00 p.m. New York City time on the Expiration Date, the Warrants will become void and without further legal effect, and all rights thereunder and all rights in respect thereof under this Agreement shall cease as of such time.

(b) Exercise Price. The Exercise Price for the Warrants shall be $0.00001 per share of Common Stock (equal to the par value $0.00001 per share of Common Stock).

(c) Manner of Exercise.

(i) Cash Payment. Subject to the provisions of this Agreement, including the Jones Act limitations on ownership and control of capital stock of the Company by Non-U.S. Citizens, including those set forth in Section 5(m) and Section 5(n) hereof and the adjustments contained in Section 6 hereof, each Warrant shall entitle the Holder thereof to purchase from the Company one fully paid and nonassessable Warrant Share at the Exercise Price. All or any of the Warrants represented by a Warrant Certificate or in the form of Direct Registration Warrants may be exercised by the registered Holder thereof during normal business hours on any Business Day, by delivering (A) written notice of such election (a "Warrant Exercise Notice") to exercise Warrants to the Company (at the address set forth in Section 15 hereof) and the Warrant Agent at the Warrant Agent Office, no later than 5:00 p.m., New York City time, on the Expiration Date, which Warrant Exercise Notice shall be (i) substantially in the "Form of Election" set forth in Exhibit B-1, in the case of Warrants represented by a Global Warrant Certificate or otherwise in accordance with applicable procedures of the Depository, (ii) substantially in the "Form of Election" set forth in Exhibit B-2, in the case of Warrants represented by Individual Warrant Certificates and (iii) substantially in the form set forth in Exhibit B-3, in the case of Direct Registration Warrants; and (B) by no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date, such Warrants to the Warrant Agent (by book-entry transfer through the facilities of the Depository, if such Warrants are represented by a Global Warrant Certificate), accompanied by a Signature Guarantee and payment in full in respect of each Warrant that is exercised (which shall be made by delivery of a certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer to an account specified in writing by the Company or the Warrant Agent in immediately available funds or, in respect of any Global Warrant Certificate, otherwise in accordance with applicable procedures of the Depository). Such payment shall be in an amount equal to the product of the number of Warrant Shares designated in such Warrant Exercise Notice multiplied by the Exercise Price for the Warrants being exercised, in each case as adjusted herein. Upon such surrender and payment, such Holder shall thereupon be entitled to receive the number of duly authorized, validly issued, fully paid and nonassessable Warrant Shares as set forth in Section 5(d), Section 5(h) and Section 5(i).

(ii) Cashless Conversion. Subject to the provisions of this Agreement, the Holder shall have the right, in lieu of paying the Exercise Price of Warrants in cash, to instruct the Company in writing to reduce the number of Warrant Shares issuable pursuant to the conversion of such Warrants (the "Cashless Conversion") in accordance with the following formula:

$X = (Y \times (A - B)) \div A$

Where:

X = the number of Warrant Shares to be issued to the Holder upon conversion of the Warrants

Y = the total number of Warrant Shares for which the Holder has elected to exercise the applicable Warrants as of the day the Warrant Exercise Notice is delivered to the Warrant Agent

A = the Fair Market Value of one Warrant Share determined as of the day the Warrant Exercise Notice is delivered to the Warrant Agent

B = the exercise price which would otherwise be payable in cash for one Warrant Share determined as of the day the Warrant Exercise Notice is delivered to the Warrant Agent

If the Exercise Price of the aggregate number of Warrants being converted exceeds the Fair Market Value at the time of such conversion of the aggregate number of Warrant Shares issuable upon such conversion, then no Warrant Shares will be issuable pursuant to the Cashless Conversion. The Holder shall effect a Cashless Conversion by indicating on a duly executed Warrant Exercise Notice that the Holder wishes to effect a Cashless Conversion. Upon receipt of such election to effect a Cashless Conversion, the Warrant Agent will promptly request the Company to confirm the number of Warrant Shares issuable in connection with the Cashless Conversion. The Company shall calculate and transmit to the Warrant Agent in a written notice the number of Warrant Shares issuable in connection with any Cashless Conversion.

(d) The number of Warrant Shares to be issued on such exercise or conversion will be determined by the Company (with written notice thereof to the Warrant Agent) in accordance with Section 5(c). The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the number of Warrant Shares to be issued on such exercise or conversion is accurate or correct, nor shall the Warrant Agent have any duty or obligation to take any action with regard to such Warrant exercise or conversion prior to being notified by the Company of the relevant number of Warrant Shares to be issued.

(e) Except as otherwise provided herein, any exercise or conversion of a Warrant pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(f) Upon receipt of a Warrant Exercise Notice pursuant to Section 5(c), the Warrant Agent shall:

(i) examine such Warrant Exercise Notice and all other documents delivered to it by or on behalf of the Holder as contemplated hereunder to ascertain whether, on their face, such Warrant Exercise Notice and any such other documents have been executed and completed in accordance with their terms;

(ii) endeavor to inform the Company of and cooperate with and assist the Company in resolving any inconsistencies between the Warrant Exercise Notice received and delivery of Warrants to the Warrant Agent's account;

(iii) advise the Company, no later than the Business Day after receipt of such Warrant Exercise Notice, of (a) the receipt of such Warrant Exercise Notice and, subject to Company's approval, the number of Warrants to be exercised or converted in accordance with the terms of this Agreement, (b) the instructions with respect to delivery of the Warrant Shares deliverable upon such exercise or conversion, subject to the timely receipt from the Depository of the necessary information, and (c) such other information as the Company shall reasonably require;

(iv) in the case of Warrants represented by a Global Warrant Certificate, liaise with the Depository and effect such delivery to the relevant accounts at the Depository in accordance with its requirements, if requested by the Company with the delivery of the Warrant Shares and all other necessary information by or on behalf of the Company for delivery to the Depository; and

(v) notify the Company each month of the amount of any funds received by the Warrant Agent for payment of the aggregate Exercise Price in a given month and forward all such funds by the fifth (5th) Business Day of the following month by wire transfer to an account designated by the Company, *provided* that the Company shall pay wire transfer fees to the Warrant Agent for each such wire pursuant to the mutually agreed upon fee schedule referenced in Section 12(g).

(g) All questions as to the validity, form and sufficiency (including time of receipt) of a Warrant exercise or conversion shall be determined by the Company in its sole discretion in good faith, which determination shall be final and binding. The Company reserves the right to reject any and all Warrant Exercise Notices that it determines are not in proper form or for which any corresponding agreement by the Company to exchange would, in the opinion of the Company, be unlawful or in violation of the Jones Act Restriction as determined in good faith. Such determination by the Company shall be final and binding on the Holders absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise or conversion of Warrants or defects in Warrant Exercise Notices with regard to any particular exercise or conversion of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of any irregularities in any exercise or conversion of Warrants, nor shall they incur any liability for the failure to give such notice.

(h) As soon as reasonably practicable after the exercise or conversion of any Warrant (and in any event not later than five (5) Business Days thereafter), the Company shall issue, or otherwise deliver, in authorized denominations to or upon the order of the Holder, either: (A) if such Holder holds the Warrants being exercised or converted through the Depository's book-entry transfer facilities, by same-day or next-day credit to the Depository for the account of such Holder or for the account of a participant in the Depository the number of Warrant Shares to which such Holder is entitled, in each case registered in such name and delivered to such account as directed in the Warrant Exercise Notice by such Holder or by the direct participant in the Depository through which such Holder is acting (or, if the Common Stock may not then be held in book-entry form through the facilities of the Depository, as set forth in clause (B)); (B) if such Holder holds the Warrants being exercised or converted in the form of Individual Warrant Certificates, a book-entry interest in the number of Warrant Shares to which such Holder is entitled on the books of the Company's transfer agent or, at the Company's option, by delivery to the address designated by such Holder in its Warrant Exercise Notice of a physical certificate or certificates representing the number of Warrant Shares to which such Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Holder (or, if Common Stock at the time of such exercise is held through the facilities of the Depository, as set forth in the foregoing clause (A)); or (C) if such Holder holds the Warrants being exercised or converted in the form of Direct Registration Warrants, a book-entry interest in the number of Warrant Shares to which such Holder is entitled on the books and records of the Company's transfer agent (or, if Common Stock at the time of such exercise is held through the facilities of the Depository, as set forth in the foregoing clause (A)).

If fewer than all of the Warrants evidenced by a Global Warrant Certificate surrendered upon the exercise or conversion of Warrants are exercised or converted at any time prior to the Expiration Date, the Warrant Agent shall cause a notation to be made to the records maintained by the Depository. Subject to Section 5(g), the Person in whose name any certificate or certificates, or any Warrant Exercise Notice, for the Warrant Shares are to be issued (or such Warrant Shares are to be registered, in the case of a book-entry transfer) upon exercise or conversion of a Warrant shall be deemed to have become the Holder of record of such Warrant Shares on the date such Warrant Exercise Notice is delivered.

(i) No fractional Warrant Shares or scrip representing fractional Warrant Shares shall be issued upon any exercise or conversion of Warrants. In lieu of any fractional Warrant Share to which a Holder would otherwise be entitled upon an exercise of Warrants, such Holder shall be entitled to receive a cash payment equal to the value of such fractional Warrant Share based on the Fair Market Value of the Common Stock as of the applicable date of delivery of a Warrant Exercise Notice. The number of full Warrant Shares that shall be issuable upon an exercise of Warrants by a Holder at any time shall be computed on the basis of the aggregate number of Warrant Shares which may be issuable pursuant to the Warrants being exercised by that Holder at that time. The beneficial owners of the Warrants and the Holders, by their acceptance hereof, expressly agree to receive cash in lieu of any fractional Warrant Share in accordance with this Section 5(i) and hereby waive their right to receive a physical certificate representing such fractional Warrant Share upon exercise of any Warrant. Whenever a payment for fractional Warrant Shares is to be made by the Warrant Agent under any section of this Agreement, the Company shall (1) provide to the Warrant Agent in reasonable detail the facts related to such payments and the prices and/or formulas utilized in calculating such payments, and (2) provide sufficient monies to the Warrant Agent in the form of fully collected funds to make such payments. The Warrant Agent shall be fully protected in relying upon such a certificate and shall have no duty with respect to, and shall not be deemed to have knowledge of, any payment for fractional Warrant Shares or fractional shares under any section of this Agreement relating to the payment of fractional Warrant Shares or fractional shares unless and until the Warrant Agent shall have received such a certificate and sufficient monies.

(j) If all of the Warrants evidenced by a Warrant Certificate have been exercised or converted, such Warrant Certificate shall be cancelled by the Warrant Agent. Such cancelled Warrant Certificate shall then be disposed of by or at the direction of the Company in accordance with Applicable Law. The Warrant Agent shall confirm such information to the Company in writing as promptly as practicable.

(k) The Company shall pay all expenses in connection with, and all transfer taxes and similar governmental charges that may be imposed with respect to, the issuance or delivery of Warrant Shares upon exercise or conversion of Warrants (including any conversion under Section 5(n) below). The Warrant Agent shall not have any duty or obligation to take any action under any section of this Agreement that requires the payment of taxes and/or charges unless and until it is satisfied that all such payments have been made.

(l) The Warrant Agent shall keep copies of this Agreement and any notices given or received hereunder for a period beginning on the date of this Agreement and ending no earlier than the first (1st) anniversary of the Expiration Date.

(m) Jones Act Limitations on Warrant Exercise. Notwithstanding any of the other provisions of this Agreement, in order to facilitate the Company's compliance with the Jones Act and the Jones Act Restriction concerning the ownership and control of the capital stock of the Company by Non-U.S. Citizens with regard to its continuing ability to operate its vessels in the coastwise trade of the United States and to comply with obligations of the Company under contracts that it may enter into from time to time with United States Governmental Authorities:

(i) At the time of exercise or conversion of any Warrant, its Holder shall advise the Company whether or not it (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of such Warrant) is a U.S. Citizen. The Company may require a Holder (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of such Warrant) to provide it with such documents and other information as it may request as reasonable to confirm that the Holder (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of such Warrant) is a U.S. Citizen.

(ii) Any Holder that cannot establish to the Company's reasonable satisfaction that it (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of any Warrant) is a U.S. Citizen may not exercise or convert any Warrant to the extent the Warrant Shares deliverable upon exercise or conversion of such Warrant would constitute Excess Shares if they were issued, which shall be determined by the Company in its sole discretion at the time of any proposed exercise or conversion of such Warrant. In such an event, the Company shall advise the Holder that its Warrant Exercise Notice will be processed at such time as the Warrant Shares deliverable upon exercise or conversion of such Warrant would not constitute Excess Shares if they were issued, which shall be determined by the Company in its sole discretion. Subject to Section 5(n) herein, any Warrant Exercise Notice which is delayed for processing because of Jones Act limitations and which subsequently becomes eligible for processing will be processed in the order that it is received by the Warrant Agent (provided that, if two or more Warrant Exercise Notices are submitted on the same day and the exercise or conversion of the full amount of the Warrants set forth in all such Warrant Exercise Notices will not be issued as a result of the application of this Section 5(m), then such Warrant Exercise Notices shall be processed pro-rata), provided that such Warrant Exercise Notice has been submitted in proper form and in full compliance with this Agreement and has not been withdrawn.

(iii) Any sale, transfer or other disposition of any Warrant by any Holder that is aNon-U.S. Citizen to a Person who is a U.S. Citizen must be a complete transfer of such Holder's interests in such Warrant and the Warrant Shares issuable upon its exercise or conversion to such Person with the transferor retaining no ownership of the Warrant or underlying Warrant Shares nor any ability to direct or control such Person. The foregoing restriction shall also apply to any Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of any Warrant.

(iv) Notwithstanding anything herein to the contrary, in the event that either (A) the Jones Act and other applicable laws are repealed or amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way or (B) the Company's Charter is amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way, the provisions of this Section 5(m) shall no longer apply to any Holder or Warrant.

(n) Automatic Exercise of Warrants held by Non-U.S. Citizens. The Company shall review its books and records and third party publicly available information, including the records of the Warrant Agent, at least quarterly to determine whether, in its sole discretion, some or all of the outstanding Warrants held by Non-U.S. Citizens may be converted into shares of Common Stock without exceeding the Permitted Percentage or resulting in the existence of Excess Shares.

(i) If, after making such review, the Company determines, in its sole discretion, that conversion of some or all of the outstanding Warrants covered by a previously submitted Warrant Exercise Notice that has not been withdrawn, will not result in (and would not reasonably be expected to result in) ownership and control by Non-U.S. Citizens in the aggregate in excess of the Permitted Percentage, the Company shall effect the automatic conversion of (and any applicable Holder shall be deemed to have elected under Section 5(c)(ii) to convert) such amount of outstanding Warrants covered by a previously submitted Warrant Exercise Notice (without any further action required by any such Non-U.S. Citizen after its prior submission of a Warrant Exercise Notice, to the extent that such Holder has not withdrawn its Warrant Exercise Notice) into the total number of shares of Common Stock that the Company has so determined, in its sole discretion, may be issued at such time without causing the Permitted Percentage to be exceeded or Excess Shares being issued; *provided*, *however*, that any such conversion shall be subject to the terms herein, including without limitation the restrictions on the issuance of fractional Warrant Shares. Warrants shall be selected for conversion *pro rata* on a Fully Diluted Basis. Any such conversion shall be effected in a manner substantially the same as a Cashless Conversion hereunder. Following such conversion, the number of shares issuable pursuant to Warrants held by each such Holder shall be reduced automatically by the number of Warrant Shares actually issued to each such Holder pursuant to such conversion (or applied as part of the Cashless Conversion), and such Warrants so converted shall no longer be deemed outstanding.

(ii) In the event of any conversion pursuant to this Section 5(n), the Company shall as promptly as practicable cause to be filed with the Warrant Agent and mailed to each Holder of Warrants subject to such conversion a notice specifying: (A) the date of such conversion which shall be considered the date of delivery of a Warrant Exercise Notice for purposes of determining the number of Warrant Shares issuable and settlement and ownership thereof; (B) the number of such Holder's Warrants converted and the number of Warrant Shares to be issued to such Holder in respect of such Warrants; and (C) the place or places where any Warrant Certificates for such Warrants are to be surrendered and any other applicable procedures required by the Depository and the Warrant Agent to effect such conversion. The Warrant Agent shall be fully protected and authorized in relying upon such notice and shall not be liable for any action taken, suffered or omitted by it in accordance therewith.

(iii) Notwithstanding anything herein to the contrary, all Warrant Shares issued pursuant to this Section 5(n) shall in all events be subject to all of the restrictions and remedies set forth in the Company's Charter, including, without limitation, in the event that Excess Shares are in fact issued upon the conversion of Warrants pursuant to this Section 5(n), regardless of any determination made by the Board under Section 5(n)(i); *provided*, that, in the event that either (A) the Jones Act and other applicable laws are repealed or amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way or (B) the Company's Charter is amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way, the provisions of this Section 5(n) shall no longer apply to any Holder or Warrant.

(o) Cost Basis Information.

(i) In the event of a cash exercise of Warrants, the Company hereby instructs the Warrant Agent to record cost basis for newly issued Warrant Shares as reasonably determined by the Company prior to processing.

(ii) In the event of a Cashless Conversion of Warrants, the Company shall provide the cost basis for Warrant Shares issued pursuant to such Cashless Conversion at the time the Company confirms the number of Warrant Shares issuable in connection with such Cashless Conversion to the Warrant Agent pursuant to Section 5 hereof.

(p) Securityholders Agreement. Each (i) Holder and (ii) Person that acquires any Warrants after the date hereof in accordance with the terms of this Agreement and the Securityholders Agreement, in each case, that is not already a party to the Securityholders Agreement, shall become a party to the Securityholders Agreement, if the Secuirtyholders Agreement is then in effect. Notwithstanding anything herein to the contrary, no Person shall receive any Warrant Shares upon exercise or conversion of any Warrant unless such Person is or becomes a party to the Securityholders Agreement by executing a joinder thereto, if the Securityholders Agreement is then in effect.

SECTION 6. Adjustment of Number of Shares Purchasable or Number of Warrants; Anti-Dilution Warrants.

(a) Below Market Issuances.

(i) If the Company at any time or from time to time after the date hereof shall grant, issue or sell (whether directly or by assumption in a merger or otherwise) any additional shares of Common Stock, Options or Convertible Securities or shall fix a record date for the determination of holders of any Equity Securities to receive any additional shares of Common Stock, Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon such event, including upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities, shall be deemed to be additional Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of 5:00 PM (New York City time) on such record date; provided, that additional Common Stock shall not be deemed to have been issued unless the consideration per share of such additional Common Stock would be less

than the Fair Market Value of each such share of Common Stock as of such date and immediately prior to such issuance, or such record date, as the case may be; provided, further, that, in any such case in which additional Common Stock is deemed to be issued, no further adjustments shall be made upon the subsequent issue of Convertible Securities or Common Stock upon the exercise of Options or the conversion or exchange of Convertible Securities.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment pursuant to the terms of this Section 6(a), are revised (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either (i) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the number of Warrant Shares issuable upon exercise or conversion of any Warrant computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such number of Warrant Shares issuable upon exercise or conversion of any Warrant as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security.

(iii) If the terms of any Option or Convertible Security, the issuance of which did not result in an adjustment to the number of Warrant Shares issuable upon exercise or conversion of any Warrant pursuant to the terms of this Section 6(a) (either because the consideration per additional Common Stock subject thereto was equal to or greater than the-then Fair Market Value of each such share of Common Stock), are revised after the date hereof (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either (i) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the additional Common Stock subject thereto shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the number of Warrant Shares issuable upon exercise or conversion of any Warrant pursuant to the terms of this Section 6(a), the number of Warrant Shares issuable upon exercise or conversion of any Warrant shall be readjusted to such number of Warrant Shares issuable upon exercise or conversion of any Warrant as would have been obtained had such Option or Convertible Security never been issued.

(v) Except as provided in Section 6(a)(vi) and except in the case of any event described in Section 6(b), Section 6(c), Section 6(d) or Section 6(e), in the event the Company shall at any time after the date hereof grant, sell or issue additional Common Stock (including additional Common Stock deemed to be issued pursuant to Section 6(a)(i)) without consideration or for consideration per share of Common Stock less than the Fair Market Value of each such share of Common Stock, then the number of Warrant Shares issuable upon exercise or conversion of any Warrant shall be increased pursuant to the formula below:

$$Ua = Ub \times \frac{Oa}{Ob + Y}$$

Where:

Ub = The number of Warrant Shares issuable for each Warrant before the adjustment

Ua = The number of Warrant Shares issuable for each Warrant after the adjustment

Oa = Number of shares of Common Stock outstanding immediately after the transaction in question on a Fully Diluted Basis

Ob = Number of shares of Common Stock outstanding immediately before the transaction in question on a Fully Diluted Basis

Y = Number of shares of Common Stock equal to the aggregate offering price of the shares of Common Stock being issued, *divided by* the Fair Market Value of one share of Common Stock as of the earlier of (a) the announcement date of the issuance of such Common Stock and (b) the date of issuance of such Common Stock

(vi) Notwithstanding anything in this Section 6 to the contrary, none of the grant, sale or issuance of (A) any Common Stock, Common Stock Equivalent or other Equity Security of the Company (including the grant, sale or issuance of any Common Stock, other Equity Security of the Company or Common Stock Equivalent upon conversion, exchange or exercise thereof) pursuant to the MIP, (B) the Warrants issued pursuant to this Agreement and the Company's Charter (including the grant, sale or issuance of any Common Stock, other Equity Security of the Company or Common Stock Equivalent upon the exercise thereof), (C) the New Creditor Warrants (as defined in the Plan) (including the grant, sale or issuance of any Common Stock, other Equity Security of the Company or Common Stock Equivalent upon the exercise thereof), (D) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option or Convertible Security and such issuance has already resulted in an adjustment in accordance with this Section 6, or (E) shares of Common Stock in an offering for cash for the account of the Company that is underwritten on a firm commitment basis and is registered under the Securities Act, shall be deemed to be a grant, sale or issuance of additional Common Stock for purposes of this Section 6.

(b) Stock Dividends, Subdivisions and Combinations of Shares. If after the date hereof the number of outstanding shares of Common Stock is increased by a share dividend or share distribution to all holders of Common Stock, in each case payable in shares of Common Stock, or a split, subdivision or combination of shares of Common Stock occurs, then, in any such event, the number of Warrant Shares issuable for each Warrant will be adjusted as follows: the number of Warrant Shares issuable pursuant to a valid exercise or conversion of Warrants immediately prior to such event shall be adjusted so that each Holder shall be entitled to receive upon the

exercise or conversion of its Warrant the number of Warrant Shares that such Holder would have owned or would have been entitled to receive upon or by reason of such event had such Warrant been exercised or converted immediately prior to the occurrence of such event (without taking into account any limitations or restrictions on the exercisability of the Warrants). Any adjustment made pursuant to this Section 6(b) shall become effective (i) in the case of any such dividend or distribution, at the close of business on the record date for the determination of holders of shares of Common Stock entitled to receive such dividend or distribution or (ii) in the case of any such split, subdivision or combination, at the open of business on the date on which such corporate action becomes effective.

(c) Distributions of Certain Rights, Options and Warrants. If after the date hereof the Company distributes to holders of the Common Stock any Options or Convertible Securities entitling them to subscribe for or purchase shares of Common Stock at a price per share that is less than the Fair Market Value of one share of Common Stock as of the announcement date of such issuance, the number of Warrant Shares issuable for each Warrant will be increased pursuant to the formula below. Such increases shall be made successively whenever any such Options or Convertible Securities are distributed and shall become effective at the close of business on the record date for such distribution. To the extent that shares of Common Stock are not delivered at or prior to the expiration of such Options or Convertible Securities, the number of Warrant Shares issuable for each Warrant shall be readjusted to be the number of Warrant Shares issuable for each Warrant that would then be in effect had the adjustment with respect to the issuance of such Options or Convertible Securities been made on the basis of delivery of only the number of Warrant Shares actually delivered. In the event that such Options or Convertible Securities are not so issued, the number of Warrant Shares issuable for each Warrant shall be readjusted to be the number of Warrant Shares issuable for each Warrant that would then be in effect if such record date had not occurred. For purposes of this Section 6(c), in determining whether any Options or Convertible Securities entitle the Holders to subscribe for or purchase shares of Common Stock at less than such Fair Market Value of one share of Common Stock as of the announcement date of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by the Company for such Options or Convertible Securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board.

$$Ua = Ub \times \frac{Ob + X}{Ob + Y}$$

Where:

Ub = The number of Warrant Shares issuable for each Warrant before the adjustment

Ua = The number of Warrant Shares issuable for each Warrant after the adjustment

Ob = Number of Warrant Shares outstanding immediately before the transaction in question on a Fully Diluted Basis

X = Number of shares of Common Stock issuable pursuant to such Options or Convertible Securities

Y = Number of shares of Common Stock equal to the aggregate offering price of the shares of Common Stock issuable pursuant to such Options or Convertible Securities, *divided by* the Fair Market Value of one share of Common Stock as of earlier of (a) the announcement date of the issuance of such Options or Convertible Securities and (b) the date of issuance of such Options or Convertible Securities

(d) Certain Other Dividends and Distributions. If after the date hereof the Company shall dividend or distribute to all holders of its shares of Common Stock any of its securities, evidences of its indebtedness, other assets or property of the Company (excluding cash) or rights, options or warrants to acquire any of its securities (including any such distribution made in connection with a merger or consolidation in which the Company is the resulting or surviving Person and shares of Common Stock are not changed or exchanged, but excluding any dividend or other distribution payable for which adjustment is made under Section 6(a), Section 6(b) or Section 6(c)), then in each such case the Warrant Shares issuable upon exercise or conversion of each Warrant outstanding immediately following the close of business on the record date for such distribution shall be increased to an amount determined pursuant to the formula below. Such increase shall become effective at the close of business on the record for such dividend or distribution. In the event that such dividend or distribution is not so paid or made, the number of Warrant Shares issuable upon exercise or conversion of each Warrant shall be readjusted, effective as of the date when the Board determines not to make such dividend or distribution, as the case may be, to be the number of Warrant Shares issuable upon exercise or conversion of each Warrant that would be in effect if such dividend or distribution had not been declared.

$$Ua = Ub \times \frac{M}{M - D}$$

Where:

Ub = The number of Warrant Shares issuable for each Warrant before the adjustment

Ua = The number of Warrant Shares issuable for each Warrant after the adjustment

M = Fair Market Value of one share of Common Stock immediately preceding the record date for such dividend or distribution

D = Fair Market Value of the dividend or distribution made per share of Common Stock as of such record date (determined for such purpose on the basis of the aggregate property distributed with respect to one share of Common Stock)

(e) Reorganization; Reclassification; Merger. Subject to Section 6(g), in the event of any (i) capital reorganization of the Company, (ii) reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of any event described in Section 6(b)), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transaction, in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each Warrant shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Warrant Shares then issuable upon exercise or conversion of any Warrant, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the Holder had exercised or converted such Warrant in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Warrant Shares then issuable hereunder as a result of such exercise or conversion (without taking into account any limitations or restrictions on the exercisability of the Warrants); and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made with respect to the Holders' rights under the Warrants to insure that the provisions of this Section 6 shall thereafter be applicable, as nearly as possible, to the Warrants in relation to any shares of stock, securities or assets thereafter acquirable upon exercise of the Warrants. The provisions of this Section 6(e) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. The Company shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to the Warrants, the obligation to deliver to any Holder such shares of stock, securities or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise or conversion of any Warrants.

(f) [Reserved]

(g) Cash Sales and Liquidations. Notwithstanding anything in this Agreement to the contrary, in the event of a Cash Sale or a Company Liquidation Event, the Company shall pay (or cause to be paid) to the Holders, with respect to each unexercised or unconverted Warrant outstanding immediately prior to the consummation of such Cash Sale or a Company Liquidation Event (the "Cash Closing"), cash in the amount equal to (x) the number of Warrant Shares underlying such Warrant immediately prior to the Cash Closing multiplied by (y) the excess, if any, of the cash consideration being paid for each share of Common Stock in such Cash Sale or a Company Liquidation Event minus the Exercise Price (such product, the "Warrant Spread"); provided, however, that no Holder shall be entitled to any payment hereunder with respect to any portion of such consideration that is contingent, deferred or escrowed unless and until such amounts are actually paid to the holders of the Common Stock. Upon the occurrence of a Cash Closing, all unexercised or unconverted Warrants outstanding immediately prior to the Cash Sale or a Company Liquidation Event shall automatically be terminated and cancelled and the Company shall thereupon cease to have any further obligations or liability with respect to the Warrants except as to the requirement to pay the Warrant Spread (subject to the limitations described in the prior sentence). For the avoidance of doubt, the Holders shall not be entitled to any payment with respect

to any Cash Sale or a Company Liquidation Event in which the Exercise Price is greater than the consideration payable with respect to each share of Common Stock. Notwithstanding anything to the contrary in the foregoing, if the Company engages in a reclassification in which the Common Stock is reclassified into a combination of Common Stock and any other security, such reclassification will be treated as a reclassification subject to Section 6(e) with respect to the Common Stock portion thereof and a distribution subject to Section 6(c) or 6(d), as applicable, with respect to the other security portion thereof.

(h) Cash Dividends on Common Stock. If after the date hereof the Company declares at any time or from time to time any cash dividends on the shares of Common Stock, then in each such case the Company shall issue to each Holder a Jones Act Anti-Dilution Warrant. Each such Jones Act Anti-Dilution Warrant will have an exercise price of $0.00 per share and shall be exercisable by U.S. Citizens only for a Demand Note that has an aggregate principal amount equal to the applicable Anti-Dilution Amount.

(i) Other Changes. If, at any time or from time to time after the issuance of the Warrants but prior to the exercise or conversion in full thereof, the Company shall take any action which (i) affects the Common Stock and (ii) is similar to, or has an effect similar to, any of the actions described in any of Sections 6(a) through (h) (but not including any action described in any such Section) then, and in each such case, (x) with respect to actions similar to Sections 6(a) through (e), the number of Warrant Shares issuable upon exercise or conversion of each Warrant shall be adjusted, (y) with respect to actions similar to Section 6(g), payment of the Warrant Spread shall be made to each Holder based on the amount that such holders of Common Stock are entitled to receive under the Organizational Documents and (z) with respect to actions similar to Section 6(h), Jones Act Anti-Dilution Warrants shall be issued, which adjustment pursuant to clause (x), payment pursuant to clause (y) or issuance pursuant to clause (z) shall be made in such manner and at such time and on such terms as the Board determines would be equitable under such circumstances such that the economic benefits of such action that would accrue to the holders of Common Stock of the Company would as nearly as practicable also accrue to the Holders, which determination shall be evidenced in a resolution of the Board, a copy of which shall be mailed by the Warrant Agent (upon the written instruction of the Company) to each of the relevant Holders.

(j) Notice of Adjustment. Whenever the Warrant Shares issuable or the rights of the Holder shall be adjusted or proposed to be adjusted as provided in this Section 6, the Company shall forthwith file with the Warrant Agent a statement, signed by an Appropriate Officer, stating in detail the facts requiring such adjustment, the impact of such adjustment on the number and kind of securities issuable upon exercise or conversion of the Warrants, the record date with respect to any such action, if applicable, and the approximate date on which such action is to take place. In the case of any action which would require the fixing of a record date, such notice shall be given at least 10 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 20 days prior to the taking of such proposed action. Until such notices or statements are received by the Warrant Agent, the Warrant Agent may presume conclusively for all purposes that no such adjustment has occurred. The Company shall also cause a notice setting forth the same information as set forth above to be sent by mail, first class, postage prepaid, to each registered Holder at its address appearing on the Warrant Register. The Company shall, within five (5) days following the event requiring any such adjustment, deliver to the Warrant Agent a certificate, signed by an Appropriate Officer, which (a) sets forth in reasonable detail (i) the event requiring

such adjustment and (ii) the method by which such adjustment was calculated and (b) specifies any adjustments to the Warrants in effect following such event. The Warrant Agent shall be fully protected in relying on any such certificate and on any adjustment or statement therein contained and shall have no duty or liability with respect to, and shall not be deemed to have knowledge of any such adjustment or any such event unless and until it shall have received such certificate.

(k) No Change in Warrant Terms on Adjustment. Irrespective of any adjustments in the number of Warrant Shares issuable upon exercise or conversion, Warrants theretofore or thereafter issued may continue to express the same prices and number of Warrant Shares as are stated in the similar Warrants issuable initially, or at some subsequent time, pursuant to this Agreement, and the number of Warrant Shares issuable upon exercise or conversion specified thereon shall be deemed to have been so adjusted (including for purposes of Section 5(n) hereof).

(l) Treasury Shares. Shares of Common Stock at any time owned by the Company shall not be deemed to be outstanding for the purposes of any computation under this Section 6.

(m) Exclusion of Certain Adjustments. No adjustment need be made for a change in the par value of the shares of Common Stock, *provided*, that the Exercise Price shall remain at $0.00001. All calculations under this Section 6 shall be made to the nearest one one-thousandth (1/1,000) of a share.

(n) Proceedings Prior to Any Action Requiring Adjustment. As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 6, the Company shall promptly take (and shall be permitted by the Holders to take) any action which may be necessary, including obtaining any stockholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and nonassessable all Warrant Shares that a Holder is entitled to receive upon exercise of a Warrant pursuant to this Section 6.

(o) Redemptions. In the event the Board determines to return capital or any other amounts to the holders of Company Securities, the Company shall do so by offering to redeem or otherwise repurchase shares of Common Stock and Warrants on a pro rata basis (determined by reference to the relative ownership of the then outstanding shares of Common Stock and Warrants on a Fully Diluted Basis as of the date of such redemption or repurchase).

SECTION 7. Cancellation of Warrants. The Warrant Agent shall cancel all Warrant Certificates surrendered for exercise, conversion, exchange, substitution or transfer in whole or in part. Such cancelled Warrant Certificates shall thereafter be disposed of by the Warrant Agent upon written instructions from the Company reasonably satisfactory to the Warrant Agent and such Direct Registration Warrants shall be canceled by appropriate notation on the Warrant Register.

SECTION 8. Mutilated or Missing Warrant Certificates. Upon receipt by the Company and the Warrant Agent from any Holder of evidence reasonably satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of such Holder's Warrant Certificate and a surety bond or indemnity reasonably satisfactory to them and holding the Warrant Agent and Company harmless, and in case of mutilation upon surrender and cancellation thereof, and absent notice to Warrant Agent that such Warrant Certificates have been acquired by a bona fide

purchaser, the Company will execute and the Warrant Agent will countersign and deliver in lieu thereof a new Warrant Certificate of like tenor and representing an equal number of Warrants to such Holder; *provided*, that in the case of mutilation, no bond or indemnity shall be required if such Warrant Certificate in identifiable form is surrendered to the Company or the Warrant Agent for cancellation. Upon the issuance of any new Warrant Certificate under this Section 8, the Company may require the payment of a sum sufficient to cover any stamp tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the reasonable fees and expenses of the Warrant Agent) in connection therewith. Every new Warrant Certificate executed and delivered pursuant to this Section 8 in lieu of any lost, stolen, destroyed or mutilated Warrant Certificate shall be entitled to the same benefits of this Agreement equally and proportionately with any and all other Warrant Certificates, whether or not the allegedly lost, stolen or destroyed Warrant Certificate shall be at any time enforceable by anyone. The provisions of this Section 8 are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of lost, stolen, destroyed or mutilated Warrant Certificates.

SECTION 9. Reservation of Shares. The Company shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, solely for issuance and delivery upon exercise or conversion of Warrants, the full number of Warrant Shares from time to time issuable upon the exercise or conversion of all Warrants and any other outstanding warrants, options or similar rights, from time to time outstanding. All Warrant Shares shall be duly authorized and, when issued upon such exercise or conversion of the Warrants, shall be duly and validly issued, and (if applicable) fully paid and nonassessable, free from all taxes, liens, charges, security interests, encumbrances and other restrictions created by or through the Company and issued without violation (i) of any preemptive or similar rights of any stockholder of the Company and (ii) by the Company of any Applicable Law or governmental regulation.

SECTION 10. Legends. The Warrants are issued in reliance upon the exemption from the registration requirements of Section 5 of the Securities Act provided by either (a) section 1145 of the Bankruptcy Code or (B) section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. To the extent the Company determines that the exemption from registration provided under section 1145 of the Bankruptcy Code is not available with respect to any issuance or transfer of Warrants, the Warrant Certificates representing such Warrants shall be stamped or otherwise imprinted with a legend, and the Warrant Statements shall include a restrictive notation with respect to such Warrants, in substantially the following form:

> "THE WARRANTS REPRESENTED BY THIS CERTIFICATE (AND THE SHARES ISSUABLE PURSUANT THERETO) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE."

In addition, for so long as the Securityholders Agreement remains in effect, Warrant Certificates shall be stamped or otherwise imprinted with a legend, and the Warrant Statements shall include a restrictive notation with respect to such Warrants, in substantially the following form:

"THE WARRANTS REPRESENTED BY THIS CERTIFICATE (AND THE SHARES ISSUABLE PURSUANT THERETO) ARE SUBJECT TO A SECURITYHOLDERS AGREEMENT AMONG HORNBECK OFFSHORE SERVICES, INC. AND THE HOLDERS PARTY THERETO, A COPY OF WHICH IS ON FILE WITH THE CORPORATE SECRETARY OF HORNBECK OFFSHORE SERVICES, INC. THE SECURITYHOLDERS AGREEMENT CONTAINS, AMONG OTHER THINGS, CERTAIN PROVISIONS RELATING TO THE TRANSFER OF THE WARRANTS AND THE SHARES ISSUABLE PURSUANT THERETO, INCLUDING RESTRICTIONS ON TRANSFER TO AND OWNERSHIP BY PERSONS WHO ARE NOT U.S. CITIZENS AS DEFINED IN 46 U.S.C. SECTION 50501 QUALIFIED TO OWN AND OPERATE VESSELS ENGAGED IN THE UNITED STATES COASTWISE TRADE, AS IN EFFECT ON THE DATE IN QUESTION, OR ANY SUCCESSOR STATUTE OR REGULATION, AS INTERPRETED BY THE U.S. COAST GUARD IN APPLICABLE PRECEDENT. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE WARRANTS REPRESENTED BY THIS CERTIFICATE (OR THE SHARES ISSUABLE PURSUANT THERETO) MAY, DIRECTLY OR INDIRECTLY, BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT."

Any legend or restrictive notation referenced in this Section 10 shall be removed from the Warrant Certificates or Warrant Statements at any time after the restrictions described in such legend or restrictive notation cease to be applicable; provided that the Company may request from any Holder opinions, certificates or other evidence that such restrictions have ceased to be applicable before removing such legend or restrictive notation.

SECTION 11. Notification of Certain Events; Corporate Action.

(a) In the event of:

(i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution of any kind, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class, any other securities or any property, or to receive any other right or interest of any kind, or any other event referred to in Sections 6(a) through (h); or

(ii) (A) any reclassification of the capital stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a subdivision or combination), (B) the consolidation or merger of the Company with or into any other Person (other than a consolidation or merger in which the Company is the continuing Person and which does not result in any change in the shares of Common Stock), (C) the sale or transfer of the properties and assets of the Company as, or substantially as, an entirety to another Person, or (D) a tender or exchange offer for Common Stock; or

(iii) the voluntary or involuntary dissolution, liquidation, or winding up of the Company;

the Company shall cause to be filed with the Warrant Agent and delivered to each Holder a notice specifying (x) the date or expected date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of any such dividend, distribution or right, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, or right are to be determined, and the amount and character of such dividend, distribution or right, or (y) the date or expected date on which any such reorganization, reclassification, consolidation, merger, sale, transfer, exchange offer, dissolution, liquidation or winding up is expected to become effective, and the time, if any such time is to be fixed, as of which holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for the securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, transfer, exchange offer, dissolution, liquidation or winding up. Such notice shall be delivered not less than ten (10) calendar days prior to such date therein specified, in the case of any such date referred to in clause (x) of the preceding sentence, and not less than twenty (20) calendar days prior to such date therein specified, in the case of any such date referred to in clause (y) of the preceding sentence.

(b) Failure to give the notice contemplated by Section 11(a) hereof within the time provided or any defect therein shall not affect the legality or validity of any such action.

(c) The Company agrees that, for so long as any Warrants are outstanding, it shall not increase the par value of the Common Stock or amend or modify its Charter or by-laws in a manner that would prevent the Company from issuing the Common Stock issuable upon exercise of the Warrants. The Company shall not, and shall not permit or cause any of its subsidiaries to, take any action to avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, including through any amendment of its Charter and by-laws (and any equivalent organizational documents of its subsidiaries) or any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities.

SECTION 12. Warrant Agent. The Warrant Agent undertakes the duties and obligations expressly imposed by this Agreement upon the terms and conditions set forth in this Section 12.

(a) Limitation on Liability. The Warrant Agent shall not by countersigning Warrant Certificates or by any other act hereunder be accountable with respect to or be deemed to make any representations as to the validity or authorization of the Warrants or the Warrant Certificates (except as to its countersignature thereon), as to the validity, authorization or value (or kind or amount) of any Warrant Shares or other property delivered or deliverable upon exercise or conversion of any Warrant, or as to the purchase price of such Warrant Shares or other property. The Warrant Agent shall not (i) be liable for any recital or statement of fact contained herein or in the Warrant Certificates or for any action taken, suffered or omitted by the Warrant Agent in the belief that any Warrant Certificate or any other document or any signature is genuine or properly authorized unless such action or omission was taken or omitted to be taken in bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction), (ii) be responsible for determining (x) compliance by any Person with the provisions set forth in Section 5(m)

or (y) whether any facts exist that may require any adjustment of the number of Warrant Shares, or with respect to the nature or extent of any such adjustments when made, or with respect to the method of adjustment employed, (iii) be responsible for any failure on the part of the Company to issue, transfer or deliver any Warrant Shares or property upon the surrender of any Warrant for the purpose of exercise or conversion or to comply with any other of the Company's covenants and obligations contained in this Agreement or in the Warrant Certificates or (iv) be liable for any action taken, suffered or omitted to be taken in connection with this Agreement, except for its own bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction) for which the Warrant Agent shall be liable. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of the loss or damage and regardless of the form of the action. Notwithstanding anything to the contrary stated herein, any liability of the Warrant Agent under this Agreement shall be limited to the lesser of (i) amount of fees, but not including reimbursable expenses, paid by the Company to the Warrant Agent during the twelve (12) months immediately preceding the event for which recovery from the Warrant Agent is being sought, and (ii) $50,000.

(b) Instructions. The Warrant Agent is hereby authorized to accept advice or instructions with respect to the performance of its duties hereunder from an Appropriate Officer and to apply to any such officer for advice or instructions. The Warrant Agent shall be fully protected and authorized in relying upon the most recent advice or instructions received by any such officer. The Warrant Agent shall not be liable for any action taken, suffered or omitted by it in accordance with the advice or instructions of any such officer.

(c) Agents. The Warrant Agent may execute and exercise any of the rights and powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees, and the Warrant Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees or for any loss to the Company resulting from such neglect or misconduct, *provided* that the Warrant Agent acts without gross negligence, willful misconduct or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in the selection and continued employment thereof. The Warrant Agent shall not be under any obligation or duty to institute, appear in, or defend any action, suit or legal proceeding in respect hereof, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider necessary in the performance of its duties hereunder. The Warrant Agent shall promptly notify the Company in writing of any claim made or action, suit or proceeding instituted against the Warrant Agent arising out of or in connection with this Agreement.

(d) Cooperation. The Company will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further acts, instruments and assurances as may reasonably be required by the Warrant Agent in order to enable the Warrant Agent to carry out or perform its duties under this Agreement.

(e) Agent Only. The Warrant Agent shall act solely as agent for the Company in accordance with the terms and conditions hereof and does not assume any obligation or relationship of agency or trust with any Holders. The Warrant Agent shall not be liable except for the performance of such duties as are expressly set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Warrant Agent, whose duties and obligations shall be determined solely by the express provisions hereof.

(f) Right to Counsel. The Warrant Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company), and the Warrant Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by the Warrant Agent in the absence of bad faith in accordance with the opinion or advice of such counsel.

(g) Compensation. The Company agrees to pay the Warrant Agent reasonable compensation for all services rendered by it hereunder in accordance with a mutually agreed upon fee schedule and to reimburse the Warrant Agent for its reasonable expenses incurred by the Warrant Agent hereunder (including reasonable counsel fees and expenses) in connection with the acceptance, negotiation, preparation, delivery, administration, execution, modification, waiver, delivery, enforcement or amendment of the Agreement and the exercise and performance of its duties hereunder.

(h) Accounting and Payment. The Warrant Agent shall account to the Company with respect to Warrants exercised or converted and pay to the Company all moneys received by the Warrant Agent on behalf of the Company on the purchase of Warrant Shares through the exercise of Warrants pursuant to the procedures set forth in Section 5(f)(v). The Warrant Agent shall advise the Company by electronic transmission at the end of each day the number of Warrant Exercise Notices received, and, if known, the identity of the Holder(s) of the Warrant(s) exercised or converted.

(i) No Conflict. Subject to Applicable Law, the Warrant Agent and any stockholder, affiliate, director, officer or employee of the Warrant Agent may buy, sell or deal in any of the Warrants or other securities (including, for the avoidance of doubt, bonds, notes and warrants) of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Agreement. Subject to Applicable Law, nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other Person including, without limitation, acting as trustee under an indenture.

(j) Resignation; Termination. The Warrant Agent may resign its duties and be discharged from all further duties and liabilities hereunder (except liabilities arising prior to resignation as a result of the Warrant Agent's bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction)) after giving thirty (30) calendar days' prior written notice to the Company. In the event the transfer agency relationship in effect between the Company and Warrant Agent terminates, the Warrant Agent shall be deemed to have resigned automatically and be discharged from its duties under this Agreement as of the effective date of such termination. The Company may remove the Warrant Agent upon thirty (30) calendar days' written notice, and the Warrant Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as have been caused by the Warrant Agent's bad faith, gross

negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction) prior to its removal. The Company shall cause to be mailed promptly (by first class mail, postage prepaid) to each registered Holder at such Holder's last address as shown on the register of the Company, at the Company's expense, a copy of such notice of resignation or notice of removal, as the case may be. Upon such resignation or removal the Company shall promptly appoint in writing a new warrant agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation by the resigning Warrant Agent or after such removal, then the Holder of any Warrant may apply to any court of competent jurisdiction for the appointment of a new warrant agent. Pending appointment of a successor to the Warrant Agent, either by the Company or by such a court, the duties of the Warrant Agent shall be carried out by the Company. Any successor warrant agent, whether appointed by the Company or by such a court, shall be a Person, formed under the laws of the United States or of any state thereof and authorized under such laws to conduct a shareholder services business, be subject to supervision and examination by a federal or state authority, and have a combined capital and surplus of not less than $50,000,000 as set forth in its most recent published annual report of condition; or in the case of such capital and surplus requirement, a controlled affiliate of such a Person meeting such capital and surplus requirement. After acceptance in writing of such appointment by the new Warrant Agent, such successor Warrant Agent shall be vested with the same powers, rights, duties and responsibilities under this Agreement as if it had been originally named herein as the Warrant Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the expense of the Company and shall be legally and validly executed and delivered by the resigning or removed Warrant Agent. Not later than the effective date of any such appointment, the Company shall send notice thereof to the resigning or removed Warrant Agent and shall forthwith cause a copy of such notice to be mailed (by first class, postage prepaid) to each registered Holder at such Holder's last address as shown on the register of the Company. Failure to give any notice provided for in this Section 12(j), or any defect in any such notice, shall not affect the legality or validity of the resignation of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(k) Merger, Consolidation or Change of Name of Warrant Agent. Any Person into which the Warrant Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any Person succeeding to all or substantially all of the agency business of the Warrant Agent shall be the successor to the Warrant Agent hereunder without the execution or filing of any document or any further act on the part of any of the parties hereto, *provided* that such Person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 12(j). If at the time such successor to the Warrant Agent shall succeed under this Agreement, any of the Warrant Certificates shall have been countersigned but not delivered, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent; and if at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Warrant Certificates shall have the full force and effect provided in the Warrant Certificates and in this Agreement. If at any time the name of the Warrant Agent shall be changed and at such time any of the Warrants shall have been countersigned but not delivered, the Warrant Agent

whose name has changed may adopt the countersignature under its prior name; and if at that time any of the Warrants shall not have been countersigned, the Warrant Agent may countersign such Warrants either in its prior name or in its changed name; and in all such cases such Warrants shall have the full force and effect provided in the Warrants and in this Agreement.

(l) Indemnity. The Company agrees to indemnify the Warrant Agent, and to hold it harmless against, any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including reasonable counsel fees and expenses) incurred without the bad faith, gross negligence or willful misconduct on the part of the Warrant Agent (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction), for any action taken, suffered or omitted by the Warrant Agent in connection with the preparation, delivery, acceptance, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly. The Warrant Agent shall not be obligated to expend or risk its own funds to take any action which it believes would expose it to expense or liability or to a risk of incurring expense of liability, unless it has been furnished with assurance of repayment or indemnity reasonably satisfactory to it.

(m) Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible or have any duty to make any calculation or adjustment, or to determine when any calculation or adjustment required under the provisions hereof should be made, how it should be made or what it should be, or have any responsibility or liability for the manner, method or amount of any such calculation or adjustment or the ascertaining of the existence of facts that would require any such calculation or adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Warrant to be issued pursuant to this Agreement or as to whether any Warrant Shares will, when issued, be valid and fully paid and nonassessable.

(n) No Liability for Interest. The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement.

(o) No Implied Obligations. The Warrant Agent shall be obligated to perform such duties as are explicitly set forth herein and no implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be under any obligation to take any action hereunder that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issuance and sale, or exercise or conversion, of the Warrants or Warrant Shares. The Warrant Agent shall have no duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained herein or in any Warrant Certificate or in the case of the receipt of any written demand from a Holder with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, to make any demand upon the Company.

(p) Force Majeure. In no event shall the Warrant Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes, pandemics, epidemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(q) Bank Accounts. All funds received by the Warrant Agent under this Agreement that are to be distributed or applied by the Warrant Agent in the performance of services (the "Funds") shall be held by Computershare as agent for the Company and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, Computershare will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Warrant Agent shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by the Warrant Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Warrant Agent may from time to time receive interest, dividends or other earnings in connection with such deposits. The Warrant Agent shall not be obligated to pay such interest, dividends or earnings to the Company, any Holder or any other party.

(r) Notice. The Warrant Agent shall not be required to take notice or be deemed to have notice of any event or condition hereunder unless the Warrant Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Agreement to be delivered to the Warrant Agent must, in order to be effective, be received by the Warrant Agent as specified in Section 15, and in the absence of such notice so delivered, the Warrant Agent may conclusively assume no such event or condition exists.

(s) Signature Guarantee. The Warrant Agent may rely on and be fully authorized and protected in acting or failing to act upon (i) any Signature Guarantee or other comparable "signature guarantee program" or insurance program in addition to, or in substitution for, such Signature Guarantee; or (ii) related applicable law, act, regulation or any interpretation of the same.

(t) Survival. The provisions under this Section 12 shall survive the termination of this Agreement and the resignation, replacement or removal of the Warrant Agent. The costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company.

SECTION 13. Severability. In the event that any one or more of the provisions contained herein or in the Warrants, or the application thereof in any circumstances, is held invalid, illegal or unenforceable (including as a result of applicable statutes and the related regulations issued by the U.S. Coast Guard or the Maritime Administration), the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and

therein shall not be affected or impaired thereby; *provided*, that if any such excluded term, provision, covenant or restriction shall materially adversely affect the rights, immunities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately. Furthermore, subject to the preceding sentence, in lieu of any such invalid, illegal or unenforceable provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms and commercial effect to such invalid, illegal or unenforceable provision as may be possible and be valid and enforceable which a reasonable person in the position of the Company, acting in good faith, would make, always keeping in mind the intent and purposes of this Agreement and the Warrants issued pursuant thereto by the Persons party hereto as of the date hereof.

SECTION 14. Holder Not Deemed a Stockholder. Prior to the exercise or conversion of any Warrants, no Holder thereof, as such, shall be entitled hereunder to any rights of a stockholder of the Company whether by the issuance of this Warrant or any Jones Act Anti-Dilution Warrant, including, but not limited to, the right to vote, to receive dividends or other distributions, to exercise any preemptive right or, to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter and the Jones Act Anti-Dilution Warrant shall not constitute a right to receive dividends or give rise to a fiduciary obligation on the part of the Company to pay dividends.

SECTION 15. Notices to Company and Warrant Agent. All notices, requests or demands authorized by this Agreement to be given or made by the Warrant Agent or by any registered Holder of any Warrant to or on the Company to be effective shall be in writing (including by e-mail), and shall be deemed to have been duly given or made when delivered by hand or e-mail, or one (1) Business Day if sent by overnight courier service (with next day delivery specified), or two (2) Business Days after being delivered to a recognized courier (whose stated terms of delivery are two (2) Business Days or less to the destination such notice), or five (5) Business Days after being deposited in the mail, or, in the case of email notice, when received, addressed (until another address is filed in writing by the Company with the Warrant Agent) as follows:

Hornbeck Offshore Services, Inc.
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer
Email: james.harp@hornbeckoffshore.com
samuel.giberga @hornbeckoffshore.com

Any notice pursuant to this Agreement to be given by the Company or by any registered Holder of any Warrant to the Warrant Agent shall be sufficiently given if sent by overnight courier service or first-class mail, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Computershare, Inc.
Computershare Trust Company, N.A.
150 Royall Street
Canton, MA 02021
Attention: Client Services

Unless the Warrant is represented by a Global Warrant Certificate, any notice or communication mailed to a Holder shall be mailed to the Holder at the Holder's address as it appears on the Warrant Register and shall be sufficiently given if so mailed within the time prescribed. Any notice to the owners of a beneficial interest in a Warrant represented by a Global Warrant Certificate shall be distributed through the Depository in accordance with the procedures of the Depository. Communications to such Holder shall be deemed to be effective at the time of dispatch to the Depository. Failure to provide a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

SECTION 16. Supplements and Amendments. The Company and the Warrant Agent may from time to time supplement, amend, waive or otherwise modify this Agreement (a) without the approval of any Holders to implement any changes required in order for the Company to comply with the limitations imposed by the Jones Act or other applicable law on ownership and control of the Common Stock of the Company by Non-U.S. Citizens (*provided* that to the extent the Company makes any changes pursuant to this clause (a), the Company shall make only such changes which a reasonable person in the position of the Company, acting in good faith, would determine are necessary in order to implement such written requirements, always keeping in mind the intent and purposes of this Agreement and the Warrants issued pursuant thereto by the Persons party hereto as of the date hereof), or (b) with the prior written consent of (i) Holders that hold Warrants representing at least seventy-five percent (75%) of the outstanding Warrants, which must include each of Ares, Whitebox and Highbridge, but only for so long as such Person (together with its respective Affiliates that hold Warrants) holds at least fifty percent (50%) of the Warrants issued to such Person (together with its respective Affiliates) on the date hereof, and (ii) if any such amendment or supplement is disproportionately and materially adverse to any Holder(s) (each, an "Affected Holder"), Affected Holders that hold Warrants representing a majority of the outstanding Warrants held by the Affected Holders; *provided*, that the Warrant Agent shall not be required to execute any amendment, supplement, waiver or other modification to this Agreement that the Warrant Agent has determined would adversely affect its own rights, duties, obligations or immunities under this Agreement. As a condition precedent to the Warrant Agent's execution of any amendment, supplement, waiver or other modification to this Agreement, the Company shall deliver to the Warrant Agent a certificate from an Appropriate Officer that states that the proposed amendment, supplement, waiver or other modification is in compliance with the terms of this Section 16. No supplement, modification, amendment or waiver to this Agreement shall be effective unless duly executed by the Warrant Agent. Upon execution and delivery of any supplement, amendment, waiver or other modification pursuant to this Section 16, such amendment, supplement, waiver or other modification shall be considered a part of this Agreement for all purposes and every Holder of a Warrant Certificate theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

SECTION 17. Termination. This Agreement shall terminate on the Expiration Date or, if later, upon settlement of all Warrants (i) validly exercised or converted prior to the Expiration Date and, (ii) if exercised or converted pursuant to Section 5(c)(i) hereof, for which the Exercise Price was timely paid. Notwithstanding the foregoing, this Agreement will terminate on any earlier date when all Warrants have been exercised, converted, or cancelled; *provided*, *however*, that the provisions of Sections 12, 13, 14, 15, 16, 17, 18, 19, 20 and 23 shall survive such termination.

SECTION 18. Governing Law and Consent to Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed within the State of Delaware. Each of the Company and the Warrant Agent hereby irrevocably submits to the jurisdiction of the Delaware Chancery Court; provided that if such court does not have jurisdiction, then the United States District Court for the District of Delaware, with respect to any suit, action or proceeding arising out of or relating to this Agreement, and each irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Nothing herein shall affect the right of any Person to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the Company in any other jurisdiction.

SECTION 19. Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 19 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 20. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other than the Company, the Warrant Agent and the registered Holders and beneficial owners (who are express third party beneficiaries of this Agreement) any legal or equitable right, remedy or claim under this Agreement, and this Agreement shall be for the sole and exclusive benefit of the Company, the Warrant Agent and the registered Holders and beneficial owners.

SECTION 21. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

SECTION 22. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and in no way modify or restrict any of the terms or provisions hereof.

SECTION 23. Confidentiality. The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including inter alia, personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services of the Warrant Agent shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by applicable law, rule or regulation, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions). Each party may disclose relevant aspects of the other party's confidential information to its officers, affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Agreement and such disclosure is not prohibited by applicable law; provided that such disclosing party shall (a) direct such officers, affiliates, agents, subcontractors and employees to treat such information confidentially and (b) be responsible for any breach of this Section 23 by such officers, affiliates, agents, subcontractors and employees who receive such information.

SECTION 24. Representations. Each party hereto (other than the Warrant Agent) represents and warrants that such party has been duly organized and is validly existing under the laws of the jurisdiction of its incorporation, and that this Agreement has been duly authorized, executed and delivered by such party and is enforceable against such party in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

SECTION 25. Entire Agreement. This Agreement, the Warrants and the Securityholders Agreement and any other agreements referenced herein or therein constitute the entire agreement with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

SECTION 26. No Suspension. The right to exercise any Warrants shall not be suspended during any period.

SECTION 27. Tax Treatment. The Company intends to treat the Warrants as stock for U.S. federal income tax purposes unless otherwise required pursuant to applicable law.

***[Signature pages follow]***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

Hornbeck Offshore Services, Inc.

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

Computershare, Inc. and
Computershare Trust Company, N.A.

collectively, as Warrant Agent

By: /s/ Collin Ekeogu
Name: Collin Ekeogu
Title: Manager, Corporate Actions

[Signature Page to Jones Act Warrant Agreement]

**EXHIBIT A**
**WARRANT ALLOCATION SCHEDULE**

**EXHIBIT B-1**
**FORM OF FACE OF GLOBAL JONES ACT WARRANT CERTIFICATE**

This Global Warrant Certificate is deposited with or on behalf of The Depository Trust Company (the "Depository") or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any person under any circumstances except that (i) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 4(f) of the Warrant Agreement and (ii) this Global Warrant Certificate may be transferred pursuant to Section 4(e) of the Warrant Agreement and as set forth below.

**UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR THE WARRANT AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. OR SUCH OTHER ENTITY, HAS AN INTEREST HEREIN.**

**TRANSFERS OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE OR AS OTHERWISE PERMITTED IN THE WARRANT AGREEMENT, AND TRANSFERS OF BENEFICIAL INTERESTS IN THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE WARRANT AGREEMENT.**

**NO AFFILIATE OF HORNBECK OFFSHORE SERVICES, INC. THAT OWNS THIS SECURITY (OR ANY INTEREST HEREIN) MAY SELL THIS SECURITY (OR ANY INTEREST HEREIN) IF UPON SUCH RESALE THIS SECURITY (OR SUCH INTEREST) WOULD CONSTITUTE A "RESTRICTED SECURITY" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

No registration or transfer of the securities issuable pursuant to the exercise or conversion of the Warrant will be recorded on the books of the Company until such provisions have been complied with.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

CUSIP No. [•]

ISIN No. [•]

Initially [•] WARRANTS TO PURCHASE

SHARES OF COMMON STOCK

HORNBECK OFFSHORE SERVICES, INC.

GLOBAL WARRANT TO PURCHASE COMMON STOCK

This Global Warrant Certificate ("Warrant Certificate") certifies that Cede & Co., or its registered assigns is the registered holder of warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the 'Company"), to purchase the number of shares of Common Stock, par value $0.00001 per share (the "Common Stock"), of the Company set forth above. The Warrants expire at 5:00 p.m., New York City time, on the date on which no Warrants remain outstanding (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company one fully paid and non-assessable share of Common Stock at the exercise price per share (the 'Exercise Price"), payable, unless the holder has elected a Cashless Conversion, to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The initial Exercise Price shall be $0.00001 per share (equal to the par value $0.00001 per share of Common Stock) (subject to adjustment as provided in the Warrant Agreement).

The Warrants are subject to exercise and conversion, in whole or in part, as and to the extent provided in the Warrant Agreement.

The number of shares of Common Stock purchasable upon exercise or conversion of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised or converted prior to the date of the Warrant Agreement or after the Expiration Date.

*Holder Not Deemed a Stockholder*. Prior to the exercise or conversion of any Warrant, no holder thereof, as such, shall be entitled to any rights of a stockholder of the Company, including, but not limited to, the right to vote, to receive dividends or other distributions, to exercise any preemptive right or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter (provided that, for the avoidance of doubt, nothing herein shall limit the rights of the Holders under the Charter, the Securityholders Agreement or any other agreement).

*Jones Act Limitations on Warrant Exercise.* The right to exercise or convert Warrants is subject to the limitations on ownership and control of the Common Stock by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 2020

Hornbeck Offshore Services, Inc.

By: _____
Name: [•]
Title: [•]

By: _____
Name: _____
Title: _____

Computershare, Inc. and
Computershare Trust Company, N.A.

collectively, as Warrant Agent

By: _____
Name: _____
Title: _____

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase shares of Common Stock issued pursuant to that certain Jones Act Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised or converted to purchase Warrant Shares from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof, subject to adjustment as described in the Warrant Agreement. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement. The Warrants are also subject to conversion, in whole or in part, at the discretion of the Company or the holder, as applicable, as and to the extent provided in the Warrant Agreement.

In the event that upon any exercise or conversion of the Warrants evidenced hereby the number of shares of Common Stock actually purchased shall be less than the total number of shares of Common Stock purchasable upon exercise or conversion of the Warrants evidenced hereby, there shall be issued to the holder hereof, or such holder's assignee, a new Warrant Certificate evidencing Warrants to purchase the shares of Common Stock not so purchased or appropriate adjustment shall be made in the "Schedule of Increases or Decreases in Global Warrant Certificate" annexed hereto. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered by book-entry delivery through the facilities of the Depository, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of shares of Common Stock.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

[Balance of page intentionally remains blank]

[TO BE ATTACHED TO GLOBAL WARRANT CERTIFICATE FOR THE WARRANTS]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL WARRANT CERTIFICATE

The following increases or decreases in this Global Warrant Certificate have been made:

| Date | Amount of decrease in the number of Warrants represented by this Global Warrant Certificate | Amount of increase in number of Warrants represented by this Global Warrant Certificate | Number of Warrants represented by this Global Warrant Certificate following such decrease or increase | Signature of authorized officer of the Warrant Agent |
|---|---|---|---|---|
| | | | | |

FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING WARRANTS
THROUGH THE DEPOSITORY TRUST COMPANY

TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Shares of Common Stock

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by Warrants to purchase shares of Common Stock of Hornbeck Offshore Services, Inc. (the "Company") held for its benefit through the book-entry facilities of The Depository Trust Company (the "Depository"), to exercise _____ Warrants for the purchase of _____ newly issued shares of Common Stock of the Company at the Exercise Price of $0.00001 per share (as such Exercise Price may be adjusted pursuant to the Warrant Agreement).

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such shares $_____by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

☐ Please check if the undersigned, in lieu of paying the Exercise Price as set forth in the preceding paragraph, elects a Cashless Conversion.

If the undersigned will be receiving the shares of Common Stock issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the shares of Common Stock issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the shares of Common Stock purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the shares of Common Stock are evidenced by global securities, the shares of Common Stock shall be registered in the name of the Depository or its nominee.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITORY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF DIRECT PARTICIPANT IN THE DEPOSITORY: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED:

_____

DEPOSITORY ACCOUNT NO.: _____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE".

WARRANT HOLDER EXERCISING THE WARRANTS, IF OTHER THAN THE DIRECT DTC PARTICIPANT DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

ACCOUNT TO WHICH SHARES OF COMMON STOCK ARE TO BE CREDITED:

_____

DEPOSITORY ACCOUNT NO.: _____

FILL IN FOR DELIVERY OF THE COMMON STOCK IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER WARRANTS BEING
EXERCISED: _____

NUMBER OF SHARES OF COMMON STOCK FOR WHICH THE WARRANTS ARE BEING EXERCISED: _____

Signature: _____

Name: _____

Capacity in which signing: _____

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT B-2**
**FORM OF FACE OF INDIVIDUAL WARRANT CERTIFICATE**

**"THIS WARRANT, AND THE SHARES OF COMMON STOCK OF THE COMPANY WHICH MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.**

**THE SHARES OF COMMON STOCK OF THE COMPANY (THE "SHARES') WHICH MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT ARE SUBJECT TO A SECURITYHOLDERS AGREEMENT AMONG HORNBECK OFFSHORE SERVICES, INC. AND THE HOLDERS PARTY THERETO, A COPY OF WHICH IS ON FILE WITH THE CORPORATE SECRETARY OF HORNBECK OFFSHORE SERVICES, INC. THE SECURITYHOLDERS AGREEMENT CONTAINS, AMONG OTHER THINGS, CERTAIN PROVISIONS RELATING TO THE TRANSFER OF THE WARRANTS AND THE SHARES ISSUABLE PURSUANT THERETO, INCLUDING RESTRICTIONS ON TRANSFER TO AND OWNERSHIP BY PERSONS WHO ARE NOT U.S. CITIZENS AS DEFINED IN 46 U.S.C. SECTION 50501 QUALIFIED TO OWN AND OPERATE VESSELS ENGAGED IN THE UNITED STATES COASTWISE TRADE, AS IN EFFECT ON THE DATE IN QUESTION, OR ANY SUCCESSOR STATUTE OR REGULATION, AS INTERPRETED BY THE U.S. COAST GUARD IN APPLICABLE PRECEDENT. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE WARRANTS REPRESENTED BY THIS CERTIFICATE (OR THE SHARES ISSUABLE PURSUANT THERETO) MAY, DIRECTLY OR INDIRECTLY, BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT."**

[•]

WARRANTS TO PURCHASE

SHARES OF COMMON STOCK

HORNBECK OFFSHORE SERVICES, INC.

INDIVIDUAL WARRANT TO PURCHASE COMMON STOCK

This Individual Warrant Certificate ("Warrant Certificate") certifies that_____, or its registered assigns is the registered holder of Warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the "Company"), to purchase the number of shares of Common Stock par value $0.00001 per share (the "Common Stock"), of the Company set forth above. The Warrants expire at 5:00 p.m., New York City time, on the date on which no Warrants remain outstanding (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company one fully paid and non-assessable Share at the exercise price (the "Exercise Price"), payable, unless the holder has elected a Cashless Conversion, to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the business day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The initial Exercise Price shall be $0.00001 per share (equal to the par value $0.00001 per share of Common Stock) (subject to adjustment as provided in the Warrant Agreement).

The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Company, as and to the extent provided in the Warrant Agreement.

The number of shares of Common Stock purchasable upon exercise or conversion of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised or converted prior to the date of the Warrant Agreement or after the Expiration Date.

Holder Not Deemed a Stockholder. Prior to the exercise or conversion of any Warrant, no holder thereof, as such, shall be entitled to any rights of a stockholder of the Company, including, but not limited to, the right to vote, to receive dividends or other distributions, to exercise any preemptive right or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter (provided that, for the avoidance of doubt, nothing herein shall limit the rights of the Holders under the Charter, the Securityholders Agreement or any other agreement).

Jones Act Limitations on Warrant Exercise. The right to exercise or convert Warrants is subject to the limitations on ownership and control of the Common Stock by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT

CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 2020

Hornbeck Offshore Services, Inc.
By: _____
Name: [•]
Title: [•]

By: _____
Name: _____
Title: _____

Computershare, Inc. and
Computershare Trust Company, N.A.

collectively, as Warrant Agent

By: _____
Name: _____
Title: _____

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase shares of Common Stock issued pursuant to that certain Jones Act Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised or converted to purchase Warrant Shares from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof, subject to adjustment as described in the Warrant Agreement. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement.

The Warrants are also subject to conversion, in whole or in part, at the discretion of the Company or the holder, as applicable, as and to the extent provided in the Warrant Agreement.

In the event that upon any exercise or conversion of the Warrants evidenced hereby the number of shares of Common Stock actually purchased shall be less than the total number of shares of Common Stock purchasable upon exercise or conversion of the Warrants evidenced hereby, there shall be issued to the holder hereof, or such holder's assignee, a new Warrant Certificate evidencing Warrants to purchase the shares of Common Stock not so purchased. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered to the Company, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of shares of Common Stock.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

[Balance of page intentionally remains blank]

FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING INDIVIDUAL WARRANT CERTIFICATES

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Shares of Common Stock

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants to purchase _____ shares of Common Stock of Hornbeck Offshore Services, Inc. (the "Company"), to purchase _____ newly issued shares of Common Stock of the Company at the Exercise Price of $0.00001 per share (as such Exercise Price may be adjusted pursuant to the Warrant Agreement).

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such shares $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

☐ Please check if the undersigned, in lieu of paying the Exercise Price as set forth in the preceding paragraph, elects a Cashless Conversion.

If the undersigned will be receiving the shares of Common Stock issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the shares of Common Stock issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the shares of Common Stock purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the shares of Common Stock are evidenced by global securities, the shares of Common Stock shall be registered in the name of the Depository or its nominee.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER: _____
(PLEASE PRINT)

ADDRESS: _____

_____

DELIVERY ADDRESS (IF DIFFERENT): _____

_____

ACCOUNT TO WHICH THE SHARES OF COMMON STOCK ARE TO BE CREDITED: _____

_____

FILL IN FOR DELIVERY OF THE COMMON STOCK IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____

ADDRESS: _____

_____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER WARRANTS BEING EXERCISED: _____

NUMBER OF SHARES OF COMMON STOCK FOR WHICH THE WARRANTS ARE BEING EXERCISED: _____

Signature: _____

Note: If the Warrant Shares are to be registered in a name other than that in which the Warrants represented by Individual Warrant Certificate(s) are registered, the signature of the holder hereof must be guaranteed.

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT B-3**
**FORM OF ELECTION TO EXERCISE WARRANT FOR**
**HOLDERS OF DIRECT REGISTRATION WARRANTS**

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Shares of Common Stock

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants to purchase _____ shares of Common Stock of Hornbeck Offshore Services, Inc. (the "Company"), to purchase _____ newly issued shares of Common Stock of the Company at the Exercise Price of $0.00001 per share (as such Exercise Price may be adjusted pursuant to the Warrant Agreement).

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such shares $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

☐ Please check if the undersigned, in lieu of paying the Exercise Price as set forth in the preceding paragraph, elects a Cashless Conversion.

If the undersigned will be receiving the shares of Common Stock issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the shares of Common Stock issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the shares of Common Stock purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the shares of Common Stock are evidenced by global securities, the shares of Common Stock shall be registered in the name of the Depository or its nominee.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER: _____
(PLEASE PRINT)

ADDRESS: _____

_____

CONTACT NAME: _____

_____

ADDRESS: _____

_____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED:

_____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE". WARRANT HOLDER DELIVERING THE WARRANTS:

ACCOUNT TO WHICH THE SHARES OF COMMON STOCK ARE TO BE CREDITED:

_____

DEPOSITORY ACCOUNT NO.: _____

_____

FILL IN FOR DELIVERY OF THE COMMON STOCK IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME:_____

(PLEASE PRINT)

ADDRESS:_____

_____

CONTACT NAME:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____

NUMBER WARRANTS BEING EXERCISED:_____

NUMBER OF SHARES OF COMMON STOCK FOR WHICH THE WARRANTS ARE BEING EXERCISED:_____

Signature: _____

Name: _____

Capacity in which signing: _____

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT C**
**FORM OF ASSIGNMENT**

(TO BE EXECUTED BY THE REGISTERED HOLDER
IF SUCH HOLDER DESIRES TO TRANSFER A WARRANT)

FOR VALUE RECEIVED, the undersigned registered holder hereby sells, assigns and transfers unto

_____

Name of Assignee

_____

Address of Assignee

Warrants to purchase _____ shares of Common Stock held by the undersigned, together with all right, title and interest therein, and does irrevocably constitute and appoint attorney, to transfer such Warrants on the books of the Warrant Agent, with full power of substitution.

_____

Signature

_____

Date

_____

Social Security or Other Taxpayer Identification Number of Assignee

SIGNATURE GUARANTEED BY:

_____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT D**
**WARRANT SUMMARY**

NUMBER OF WARRANTS: Initially, 10,547,407 Warrants, subject to adjustment as described in the Jones Act Warrant Agreement dated as of September 4, 2020 between Hornbeck Offshore Services, Inc. (the "Company") and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent") (as supplemented or amended, the "Warrant Agreement"), each of which is exercisable or convertible for one share of the Company's Common Stock, par value $0.00001 per share. This summary is not complete and reference is made to the Warrant Agreement for the terms of the Warrants. In the event of any conflict, the terms of the Warrant Agreement shall control.

EXERCISE PRICE: $0.00001 per share of Common Stock (subject to adjustment as provided in the Warrant Agreement).

HOLDER NOT DEEMED A STOCKHOLDER: Prior to the exercise or conversion of any Warrant, no holder thereof, as such, shall be entitled to any rights of a stockholder of the Company.

JONES ACT LIMITATIONS ON EXERCISE OR CONVERSION: The right to exercise or convert Warrants is subject to the limitations on ownership and control of the Common Stock by Non-U.S. Citizens set forth in the Warrant Agreement.

FORM OF SETTLEMENT:

Full Settlement: If full physical settlement is elected, the Company shall deliver, against payment of the Exercise Price, a number of shares of Common Stock equal to the number of Warrants exercised or converted, as such number may be adjusted pursuant to the terms of the Warrant Agreement.

Cashless Conversion: If Cashless Conversion is elected, the Company will withhold from issuance a number of shares of Common Stock as provided in the Warrant Agreement.

DATES OF EXERCISE OR CONVERSION: At any time, and from time to time, prior to the close of business on the Expiration Date.

EXPIRATION DATE: The date on which no Warrants remain outstanding.

**EXHIBIT E**
**FORM OF JONES ACT ANTI-DILUTION WARRANT**

**Attached.**

**FORM OF FACE OF GLOBAL JONES ACT ANTI-DILUTION WARRANT CERTIFICATE**

This Global Warrant Certificate is deposited with or on behalf of The Depository Trust Company (the "Depository") or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any person under any circumstances except that (i) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 4(g) of the Warrant Agreement and (ii) this Global Warrant Certificate may be transferred pursuant to Section 4(f) of the Warrant Agreement and as set forth below.

**UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR THE WARRANT AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. OR SUCH OTHER ENTITY, HAS AN INTEREST HEREIN.**

**TRANSFERS OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE OR AS OTHERWISE PERMITTED IN THE WARRANT AGREEMENT, AND TRANSFERS OF BENEFICIAL INTERESTS IN THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE WARRANT AGREEMENT.**

**NO AFFILIATE OF HORNBECK OFFSHORE SERVICES, INC. THAT OWNS THIS SECURITY (OR ANY INTEREST HEREIN) MAY SELL THIS SECURITY (OR ANY INTEREST HEREIN) IF UPON SUCH RESALE THIS SECURITY (OR SUCH INTEREST) WOULD CONSTITUTE A "RESTRICTED SECURITY" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

No registration or transfer of the Demand Note issuable pursuant to the exercise or conversion of the Warrant will be recorded on the books of the Company until such provisions have been complied with.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

CUSIP No. [•]

ISIN No. [•]

[•] WARRANTS TO PURCHASE

DEMAND NOTES EACH WITH PRINCIPAL AMOUNT OF $[•]

HORNBECK OFFSHORE SERVICES, INC.

GLOBAL WARRANT TO PURCHASE DEMAND NOTES

This Global Warrant Certificate ("Warrant Certificate") certifies that Cede & Co., or its registered assigns is the registered holder of warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the 'Company"), to purchase a number of Demand Notes each in the principal amount of $[•] as set forth above (the "Demand Notes"). The Warrants expire at 5:00 p.m., New York City time, on the date on which no Warrants remain outstanding (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company one Demand Note at the exercise price per Demand Note (the "Exercise Price") in the principal amount set forth above, payable to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the business day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The Exercise Price shall be determined in accordance with Section 5(b) of the Warrant Agreement.

The Warrants are subject to exercise and conversion, in whole or in part, as and to the extent provided in the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised or converted prior to the date of the Warrant Agreement or after the Expiration Date.

*Jones Act Limitations on Warrant Exercise.* The right to exercise or convert Warrants is subject to the limitations on ownership and control of the capital stock of the Company by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 202__

Hornbeck Offshore Services, Inc.

By: _____
Name: [•]
Title: [•]

By: _____
Name:
Title:

Computershare, Inc. and
Computershare Trust Company, N.A.
collectively, as Warrant Agent

By: _____
Name:
Title:

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase Demand Notes issued pursuant to that certain Jones Act Anti-Dilution Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised to purchase the Demand Notes from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof, subject to adjustment as described in the Warrant Agreement. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement. The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Company, as and to the extent provided in the Warrant Agreement. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered by book-entry delivery through the facilities of the Depository, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of Demand Notes.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

*[Balance of page intentionally remains blank]*

[TO BE ATTACHED TO GLOBAL WARRANT CERTIFICATE FOR THE WARRANTS]
SCHEDULE OF INCREASES OR DECREASES IN GLOBAL WARRANT CERTIFICATE

The following increases or decreases in this Global Warrant Certificate have been made:

| Date | Amount of decrease in the number of Warrants represented by this Global Warrant Certificate | Amount of increase in number of Warrants represented by this Global Warrant Certificate | Number of Warrants represented by this Global Warrant Certificate following such decrease or increase | Signature of authorized officer of the Warrant Agent |
|---|---|---|---|---|
| | | | | |

FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING WARRANTS
THROUGH THE DEPOSITORY TRUST COMPANY

TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Demand Notes each with a principal amount of

$_____

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by Warrants to purchase Demand Notes of Hornbeck Offshore Services, Inc. (the "Company") held for its benefit through the book-entry facilities of The Depository Trust Company (the "Depository"), to exercise _____ Warrants for the purchase of _____ newly issued Demand Notes each with a principal amount of $_____ at the Exercise Price as determined in accordance with Section 5(b) of the Warrant Agreement.

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such Demand Notes $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

If the undersigned will be receiving the Demand Notes issuable upon exercise of Warrants:

- Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)
- Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Demand Notes issuable upon exercise or conversion of Warrants:

- Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)
- Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Demand Notes purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITORY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF DIRECT PARTICIPANT IN THE DEPOSITORY: _____

(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

_____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED:

_____

DEPOSITORY ACCOUNT NO.: _____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE".

WARRANT HOLDER EXERCISING THE WARRANTS, IF OTHER THAN THE DIRECT DTC PARTICIPANT DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

_____

ACCOUNT TO WHICH DEMAND NOTES ARE TO BE CREDITED: _____

DEPOSITORY ACCOUNT NO.: _____

FILL IN FOR DELIVERY OF THE DEMAND NOTES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

_____

NUMBER WARRANTS BEING EXERCISED: _____

NUMBER OF DEMAND NOTES FOR WHICH THE WARRANTS ARE BEING EXERCISED: _____

PRINCIPAL AMOUNT OF EACH DEMAND NOTE BEING EXERCISED _____

Signature: _____

Name: _____

Capacity in which signing: _____

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**FORM OF FACE OF INDIVIDUAL WARRANT CERTIFICATE**

**THIS WARRANT, AND THE DEMAND NOTES OF THE COMPANY WHICH MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.**

[•]

WARRANTS TO PURCHASE

DEMAND NOTES

HORNBECK OFFSHORE SERVICES, INC.

INDIVIDUAL WARRANT TO PURCHASE DEMAND NOTES

This Individual Warrant Certificate ("Warrant Certificate") certifies that, or its registered assigns is the registered holder of Warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the "Company"), to purchase a number of Demand Notes each in the principal amount of $[•] as set forth above (the "Demand Notes"). The Warrants expire at 5:00 p.m., New York City time, on the date on which no Warrants remain outstanding (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company one Demand Note at the exercise price (the "Exercise Price"), payable to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The Exercise Price shall be determined in accordance withSection 5(b) of the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised prior to the date of the Warrant Agreement or after the Expiration Date.

Jones Act Limitations on Warrant Exercise. The right to exercise or convert Warrants is subject to the limitations on ownership and control of the capital stock of the Company by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 202___

Hornbeck Offshore Services, Inc.

By: _____
Name: [•]
Title: [•]

By: _____
Name:
Title:

Computershare, Inc. and
Computershare Trust Company, N. A.
collectively, as Warrant Agent

By: _____
Name:
Title:

FORM OF REVERSE OF INDIVIDUAL WARRANT CERTIFICATE
HORNBECK OFFSHORE SERVICES, INC.

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase Demand Notes issued pursuant to that certain Jones Act Anti-Dilution Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised to purchase Demand Notes from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement.

The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Company, as and to the extent provided in the Warrant Agreement.

In the event that upon any exercise of the Warrants evidenced hereby the number of Demand Notes actually purchased shall be less than the total number of Demand Notes purchasable upon exercise or conversion of the Warrants evidenced hereby, there shall be issued to the holder hereof, or such holder's assignee, a new Warrant Certificate evidencing Warrants to purchase Demand Notes not so purchased. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered to the Company, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of Demand Notes.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

*[Balance of page intentionally remains blank]*

FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING INDIVIDUAL WARRANT CERTIFICATES

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Demand Notes each with a principal amount of

$ _____

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by_____ Warrants to purchase _____ Demand Notes of Hornbeck Offshore Services, Inc. (the "Company"), each with a principal amount of $_____ at the Exercise Price as determined in accordance withSection 5(b) of the Warrant Agreement.

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such Demand Notes $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

If the undersigned will be receiving the Demand Notes issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Demand Notes issuable upon exercise of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Demand Notes purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the Demand Notes are evidenced by global securities, the Demand Notes shall be registered in the name of the Depository or its nominee.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER: _____
(PLEASE PRINT)

ADDRESS: _____

_____

DELIVERY ADDRESS (IF DIFFERENT): _____

_____

ACCOUNT TO WHICH THE DEMAND NOTES ARE TO BE CREDITED:

_____

FILL IN FOR DELIVERY OF THE DEMAND NOTES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____

ADDRESS: _____

_____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER WARRANTS BEING EXERCISED: _____

NUMBER OF DEMAND FOR WHICH THE WARRANTS ARE BEING EXERCISED: _____

PRINCIPAL AMOUNT OF EACH DEMAND NOTE BEING EXERCISED: _____

Signature: _____

Note: If the Demand Notes are to be registered in a name other than that in which the Warrants represented by Individual Warrant Certificate(s) are registered, the signature of the holder hereof must be guaranteed.

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**FORM OF ELECTION TO EXERCISE WARRANT FOR HOLDERS OF DIRECT REGISTRATION WARRANTS**

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Demand Notes each with a principal amount of

$

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants to purchase____ Demand Notes of Hornbeck Offshore Services, Inc. (the "Company"), each with a principal amount of $_____, at the Exercise Price as determined in accordance with Section 5(b) of the Warrant Agreement.

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such Demand Notes $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

If the undersigned will be receiving the Demand Notes issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Demand Notes issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Demand Notes purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the Demand Notes are evidenced by global securities, the Demand Notes shall be registered in the name of the Depository or its nominee.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER: _____
(PLEASE PRINT)

ADDRESS: _____

_____

CONTACT NAME: _____

ADDRESS: _____

_____

_____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):

_____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED: _____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE". WARRANT HOLDER DELIVERING THE WARRANTS:

ACCOUNT TO WHICH THE DEMAND NOTES ARE TO BE CREDITED: _____

DEPOSITORY ACCOUNT NO.: _____

FILL IN FOR DELIVERY OF THE DEMAND NOTES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER WARRANTS BEING EXERCISED: _____

NUMBER OF DEMAND NOTES FOR WHICH THE WARRANTS ARE BEING EXERCISED: _____

PRINCIPAL AMOUNT OF EACH DEMAND NOTE BEING EXERCISED: _____

Signature: _____

Name: _____

Capacity in which signing: _____

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**FORM OF ASSIGNMENT**

(TO BE EXECUTED BY THE REGISTERED HOLDER
IF SUCH HOLDER DESIRES TO TRANSFER A WARRANT)

FOR VALUE RECEIVED, the undersigned registered holder hereby sells, assigns and transfers unto

_____

Name of Assignee

_____

Address of Assignee

Warrants to purchase _____ Demand Notes each with a principal amount of $_____ held by the undersigned, together with all right, title and interest therein, and does irrevocably constitute and appoint attorney, to transfer such Warrants on the books of the Warrant Agent, with full power of substitution.

_____

Signature

_____

Date

_____

Social Security or Other Taxpayer Identification Number of Assignee

SIGNATURE GUARANTEED BY:

_____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT F**
**FORM OF DEMAND NOTE**

**Attached.**

THE DEMAND NOTE REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NON-INTEREST BEARING DEMAND NOTE
OF
HORNBECK OFFSHORE SERVICES, INC.

$**[•]** Date of Issue: **[•]**

FOR VALUE RECEIVED, THE UNDERSIGNED, Hornbeck Offshore Services, Inc. (the "Company"), HEREBY PROMISES TO PAY on demand to the order of **[•]**, (the "Holder"), the principal sum of $**[•]** in lawful money of the United States of America by certified check or wire transfer of immediately available funds to an account specified in writing by the Holder. Reference is made to that certain Jones Act Anti-Dilution Warrant Agreement, dated as of September 4, 2020, between the Company and American Stock Transfer & Trust Company, LLC (as amended, supplemented or otherwise modified from time to time, the "Warrant Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Warrant Agreement.

Interest shall not accrue in respect of this Demand Note. Neither this Demand Note nor any rights or obligations hereunder may be transferred or assigned at any time in whole or in part without the prior written consent of the Company. This Demand Note may only be amended or modified by written agreement signed by both the Company and the Holder.

The Company reserves the right to prepay the Demand Note in full or in part at any time without penalty or other set-aside, whereupon the principal amount or the applicable portion thereof of the Demand Note shall become immediately due and payable by certified check or wire transfer of immediately available funds to such account as the Holder shall specify in writing to the Company.

The Company hereby waives presentment and demand for payment, protest, notice of protest and nonpayment, notice of dishonor or any other notice not expressly provided for herein, and agrees that Company's liability in respect of this Demand Note shall not be affected by any extension in the time of payment hereof.

The Company agrees to pay all expenses, including collection costs and reasonable attorneys' fees, in connection with the enforcement of this Demand Note.

This Demand Note is one of the Demand Notes referred to in the Warrant Agreement. This Demand Note is entitled to the benefits of the Warrant Agreement. THIS DEMAND NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF DELAWARE. Each of the Company and the Holder irrevocably submits to the jurisdiction of the Delaware Chancery Court; provided that if such court does not have jurisdiction, then the United States District Court for the District of Delaware, with respect to any suit, action or proceeding arising out of or relating to this Demand Note, and each irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

The Company and the Holder hereby agree to waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Demand Note.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Demand Note to be executed by a duly authorized officer to evidence the Demand Note issued pursuant to the Warrant Agreement.

HORNBECK OFFSHORE SERVICES, INC.

By: _____
Name:
Title:

**Exhibit 4.3**

Execution Version

**AMENDMENT NO. 1**

**JONES ACT WARRANT AGREEMENT**

**Between**

**Hornbeck Offshore Services, Inc.**

**AS ISSUER**

**and**

**Computershare Inc. and**

**Computershare Trust Company, N.A.,**

**AS WARRANT AGENT**

**and**

**Certain Holders Signatory Hereto**

**AS CONSENTING HOLDERS**

**DECEMBER 31, 2020**

AMENDMENT NO. 1 (this "**Amendment**") dated as of DECEMBER 31, 2020 to the Jones Act Warrant Agreement dated as of September 4, 2020 ("**Jones Act Warrant Agreement**"), among Hornbeck Offshore Services, Inc. (the "**Issuer),** Computershare Inc. and Computershare Trust Company, N.A., as warrant agent (the "**Warrant Agent**") and the Holders signatory hereto (the "**Consenting Holders**").

WHEREAS, the Issuer has requested that the Jones Act Warrant Agreement be amended on the terms set forth herein;

WHERAS, the Jones Act Warrant Agreement may be amended if Holders of at least seventy-five percent (75%) of the New Jones Act Warrants, inclusive of the Ares, Highbridge and Whitebox Holders provide written consent to the Warrant Agent of the amendment;

WHEREAS, the Consenting Holders party hereto constitute, collectively, in excess of seventy-five percent (75%) of all Holders, inclusive of the Ares, Highbridge and Whitebox Holders;

WHEREAS, the Warrant Agent has received from an Appropriate Officer of the Issuer the certificate, which is attached hereto and made a part hereof as Exhibit A hereto;

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## ARTICLE I
## DEFINITIONS

Section 1.01 **Definitions**. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Jones Act Warrant Agreement as amended by this Amendment.

## ARTICLE II
## AMENDMENTS TO THE CREDITOR WARRANT AGREEMENT

Section 2.01 **Amendments to Jones Act Warrant Agreement**. Each of the parties hereto agrees and provides its written consent that, effective on the Amendment Effective Date, the Jones Act Warrant Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ ) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Jones Act Warrant Agreement attached asExhibit B hereto.

## ARTICLE III
## REPRESENTATIONS AND WARRANTIES

Section 3.01 **Representations and Warranties of the Issuer**. The Issuer represents and warrants to the Warrant Agent that, on and as of the Amendment Effective Date:

(a) The execution, delivery and performance by the Issuer of this Amendment have been duly authorized by all necessary corporate and, if required shareholder action, and do not and will not violate the Organizational Documents of the Issuer.

(b) This Amendment has been duly executed and delivered by the Issuer and constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.02 **Representations and Warranties of the Consenting Holders**. Each of the Consenting Holders represents and warrants to the Warrant Agent that, on and as of the Amendment Effective Date:

(a) The execution, delivery and performance by the Issuer of this Amendment have been duly authorized by all necessary limited liability company or corporate and, if required, member, or shareholder action, and do not and will not violate the Organizational Documents of each such Consenting Holder.

(b) This Amendment has been duly executed and delivered by each Consenting Holder and constitutes a legal, valid and binding obligation of each such Consenting Holder and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

## ARTICLE IV
## CONDITIONS TO EFFECTIVENESS

Section 4.01 **Amendment Effective Date**. This Amendment shall become effective as of the first date (the "**Amendment Effective Date**") on which each of the following conditions shall have been satisfied:

(a) Execution and Delivery of this Amendment. The Warrant Agent shall have received a counterpart signature page of this Amendment duly executed by the Issuer and by each Consenting Holder sufficient to constitute seventy-five percent of all Holders inclusive of the Ares, Highbridge and Whitebox Holders.

Section 4.02 **Effects of this Amendment**.

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Holders or the Warrant Agent under the existing Jones Act Warrant Agreement and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the existing Jones Act Warrant Agreement or any other provision of the existing Jones Act Warrant Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Except as expressly set forth herein, nothing herein shall be deemed to be a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Jones Act Warrant Agreement in similar or different circumstances.

(b) From and after the Amendment Effective Date, each reference in the Jones Act Warrant Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the Jones Act Warrant Agreement in any other document shall be deemed a reference to the Jones Act Warrant Agreement as amended hereby.

## ARTICLE V
## MISCELLANEOUS

Section 5.01 **Governing Law**. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

Section 5.02 **Expenses.** The Issuer agrees to reimburse the Warrant Agent and for all out-of-pocket fees, charges and disbursements of counsel in connection with this Amendment.

Section 5.03 **Counterparts**. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The exchange of copies of this Amendment and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Amendment as to the parties hereto and may be used in lieu of the original Amendment and signature pages for all purposes.

Section 5.04 **Headings**. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

Section 5.05 **Direction to Administrative Agent**. Each of the Consenting Holders party hereto hereby (i) authorizes and directs the Warrant Agent to enter into this Amendment and (ii) confirms that it is a Holder under the Jones Act Warrant Agreement as of the date hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ISSUER: HORNBECK OFFSHORE SERVICES, INC.

By: /s/ Samuel A. Giberga
Name: Samuel A. Giberga
Title: Executive Vice President & General Counsel

WARRANT AGENT: COMPUTERSHARE INC. AND COMPUTERSHARE TRUST COMPANY, N.A.,

By: /s/ Collin Ekeogu
Name: Collin Ekeogu
Title: Manager, Corporate Actions

*[Signature page to New Jones Act Warrant Amendment No. 1]*

**CONSENTING HOLDER:**

ASSF IV AIV B Holdings III, L.P.

By: ASSF Operating Manager IV, L.P., its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASOF Holdings I, L.P.

By: ASOF Investment Management LLC., its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

SA Real Assets 19 Limited

By: Ares Management LLC, its investment manager

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

Ares Credit Strategies Insurance Dedicated Fund Series Interest of the SALI Multi-Series Fund, L.P.

By: Ares Management LLC, its investment manager

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

ASSF IV HOS AIV 2, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASOF HOS AIV 2, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASSF IV AIV B, L.P.

By: ASSF Management IV, L.P., its general partner

By: ASSF Management IV GP LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASOF HOS AIV 1, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASSF IV HOS AIV 1, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

*[Signature page to Jones Act Warrant Amendment No. 1]*

Whitebox Multi-Strategy Partners, L.P.

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate Transactions & Litigation

Whitebox Asymmetric Partners, L.P.

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate Transactions & Litigation

Pandora Select Partners, L.P.

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate Transactions & Litigation

Whitebox Relative Value Partners, L.P.

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate Transactions & Litigation

*[Signature page to Jones Act Warrant Amendment No. 1]*

Whitebox Credit Partners, L.P.

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate Transactions & Litigation

Whitebox GT Fund, LP

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate Transactions & Litigation

Whitebox Caja Blanca Fund, LP

By: Whitebox Caja Blanca GP LP, its general Partner

By: Whitebox Advisors LLC, its investment Manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate Transactions & Litigation

Highbridge Tactical Credit Master Fund, LP

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Management Director, Co-CIO

*[Signature page to Jones Act Warrant Amendment No. 1]*

1992 Master Fund Co-Invest SPC – Series 1 Segregated Portfolio

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Management Director, Co-CIO

Highbridge SCF Special Situations SPV, LP

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/Jonthan Segal
Name: Jonathan Segal
Title: Management Director, Co-CIO

*[Signature page to Jones Act Warrant Amendment No. 1]*

**Exhibit A**

**JONES ACT WARRANT AGREEMENT**
**OFFICER'S CERTIFICATE**

The undersigned hereby certifies that he is the Executive Vice President, General Counsel and Chief Compliance Officer of Hornbeck Offshore Services, Inc., a Delaware corporation (the "Issuer"), and that as such he is authorized to execute this certificate on behalf Company pursuant to section 3(c) of the Jones Act Warrant Agreement between Hornbeck Offshore Services, Inc. as Issuer and Computershare, Inc. and Computershare Trust Company, N.A., collectively as Warrant Agent dated as of September 4, 2020 (the "Jones Act Warrant Agreement") (unless otherwise defined herein, each capitalized term used herein is defined in the Jones Act Warrant Agreement or Amendment No. 1 to the Jones Act Warrant Agreement). Furthermore, the undersigned represents and warrants, on behalf the Issuer, as follows:

(a) the Jones Act Warrant Agreement may be amended if Holders of at least seventy-five percent (75%) of the Jones Act Warrants, inclusive of the Ares, Highbridge and Whitebox Holders provide written consent to the Warrant Agent of the amendment;

(b) the Issuer and the Consenting Holders have executed Amendment No. 1 to the Jones Act Warrant Agreement (the "Amendment");

(c) the Consenting Holders constitute, collectively, in excess of seventy-five percent (75%) of all Holders, inclusive of the Ares, Highbridge and Whitebox Holders;

(d) the Amendment complies with the terms of Section 16 of the Jones Act Warrant Agreement.

EXECUTED AND DELIVERED this 31st day of December, 2020

**HORNBECK OFFSHORE SERVICES, INC.**

By: /s/ Samuel A. Giberga
Name: Samuel A. Giberga
Title: Executive Vice President, General Counsel and Chief Compliance Officer

*[Signature page to Jones Act Warrant Amendment No. 1]*

**Exhibit B**

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(ii) In the event of a Cashless Conversion of Warrants, the Company shall provide the cost basis for Warrant Shares issued pursuant to such Cashless Conversion at the time the Company confirms the number of Warrant Shares issuable in connection with such Cashless Conversion to the Warrant Agent pursuant to Section 5 hereof.

(p) Securityholders Agreement. Each (i) Holder and (ii) Person that acquires any Warrants after the date hereof in accordance with the terms of this Agreement and the Securityholders Agreement, in each case, that is not already a party to the Securityholders Agreement, shall become a party to the Securityholders Agreement, if the Secuirtyholders Agreement is then in effect. Notwithstanding anything herein to the contrary, no Person shall receive any Warrant Shares upon exercise or conversion of any Warrant unless such Person is or becomes a party to the Securityholders Agreement by executing a joinder thereto, if the Securityholders Agreement is then in effect.

SECTION 6. Adjustment of Number of Shares Purchasable or Number of Warrants; Anti-Dilution Warrants.

(a) Below Market Issuances.

(i) If the Company at any time or from time to time after the date hereof shall grant, issue or sell (whether directly or by assumption in a merger or otherwise) any additional shares of Common Stock, Options or Convertible Securities or shall fix a record date for the determination of holders of any Equity Securities to receive any additional shares of Common Stock, Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon such event, including upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities, shall be deemed to be additional Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of 5:00 PM (New York City time) on such record date; provided, that additional Common Stock shall not be deemed to have been issued unless the consideration per share of such additional Common Stock would be less than the Fair Market Value of each such share of Common Stock as of such date and immediately prior to such issuance, or such record date, as the case may be; provided, further, that, in any such case in which additional Common Stock is deemed to be issued, no further adjustments shall be made upon the subsequent issue of Convertible Securities or Common Stock upon the exercise of Options or the conversion or exchange of Convertible Securities.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment pursuant to the terms of this Section 6(a), are revised (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either (i) any increase the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange, then effective upon such increase or decrease becoming effective, the number of Warrant Shares issuable upon exercise or conversion of any Warrant computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such number of Warrant Shares issuable upon exercise or conversion of any Warrant as would have been obtained had such revised terms ben in effect upon the original date of issuance of such Option or Convertible Security.

(iii) ~~After the date hereof, the Company shall not revise~~If the terms of any Option or Convertible Security, ~~whether now existing or issued subsequent to the date hereof, to (i) provide for an~~ the issuance of which did not result in an adjustment to the number of Warrant Shares issuable upon exercise or conversion of any Warrant pursuant to the terms of this Section 6(a) (either because the consideration per additional Common Stock subject thereto was equal to or greater than the-then Fair Market Value of each such share of Common Stock), are revised after the date hereof (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either (i) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) ~~decrease or~~ any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange, ~~of any~~then such Option or Convertible Security, as so amended, and the additional Common Stock subject thereto shall be deemed to have been issued effective upon such increase or decrease becoming effective.

~~(iii) Not Used~~

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the number of Warrant Shares issuable upon exercise or conversion of any Warrant pursuant to the terms of this Section 6(a), the number of Warrant Shares issuable upon exercise or conversion of any Warrant shall be readjusted to such number of Warrant Shares issuable upon exercise or conversion of any Warrant as would have been obtained had such Option or Convertible Security never been issued.

(v) Except as provided in Section 6(a)(vi) and except in the case of any event described in Section 6(b), Section 6(c), Section 6(d) or Section 6(e), in the event the Company shall at any time after the date hereof grant, sell or issue additional Common Stock (including additional Common Stock deemed to be issued pursuant to Section 6(a)(i)) without consideration or for consideration per share of Common Stock less than the Fair Market Value of each such share of Common Stock, then the number of Warrant Shares issuable upon exercise or conversion of any Warrant shall be increased pursuant to the formula below:

$$Ua = Ub \times \frac{Oa}{Ob + Y}$$

Where:

Ub = The number of Warrant Shares issuable for each Warrant before the adjustment

**Exhibit 4.4**

*Execution Version*

JONES ACT ANTI-DILUTION WARRANT AGREEMENT

Between

Hornbeck Offshore Services, Inc.,

AS ISSUER,

And

Computershare, Inc. and

Computershare Trust Company, N.A.,

collectively, AS WARRANT AGENT

September 4, 2020

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This JONES ACT ANTI-DILUTION WARRANT AGREEMENT (this "Agreement") is dated as of September 4, 2020, between Hornbeck Offshore Services, Inc., a Delaware corporation, as issuer (the "Company"), and Computershare, Inc., a Delaware corporation, and its wholly owned subsidiary, Computershare Trust Company, N.A., a federally chartered trust company (collectively, including any successors thereto, the "Warrant Agent").

W I T N E S S E T H

WHEREAS, in connection with the financial restructuring of the Company and certain of its subsidiaries (collectively, the "Debtors") pursuant to the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization (the "Plan") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101*et. seq.*, the Company has agreed to issue to certain creditors of the Company as of immediately prior to the consummation of the restructuring contemplated by the Plan warrants which are exercisable or convertible to purchase shares of the Company's common stock, par value $0.00001 per share ("Common Stock"), subject to adjustment as provided herein (the "Jones Act Common Stock Warrants"), in each case to the extent each such creditor cannot establish to the Company's reasonable satisfaction (during the time period provided under the Plan) that it is or will continue to be a U.S. Citizen (as defined below) for purposes of the Company's compliance with the Jones Act (as defined below) and to the extent that the issuance of such shares of Common Stock under the Plan to such creditor would result in Excess Shares (as defined below) if they were issued;

WHEREAS, in accordance with the terms of the Jones Act Common Stock Warrants, in the event that cash dividends are paid on the Common Stock, then the holders of the Jones Act Common Stock Warrants will each be issued warrants to purchase Demand Notes (as defined below) as further set forth in this Agreement (the "Warrants");

WHEREAS, the Company desires to engage the Warrant Agent to act on behalf of the Company in connection with the issuance, registration, transfer, exchange, replacement, exercise, conversion and cancellation of the Warrants;

WHEREAS, the Warrant Agent, at the request of the Company, has agreed to act as the agent of the Company in connection with the issuance, transfer, exchange, replacement, exercise and conversion of the Warrants as provided herein; and

WHEREAS, the Company desires to enter into this Agreement to set forth the terms and conditions of the Warrants and the rights of the Holders thereof.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein set forth, the parties hereto agree as follows:

SECTION 1. Certain Defined Terms. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Section 1. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Securityholders Agreement (as defined below).

"Act of Bankruptcy" means, with respect to any Person, the occurrence of any of the following events, conditions or circumstances: (a) such Person files a voluntary petition in bankruptcy or files any petition or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the Bankruptcy Code or any present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency, reorganization or other relief for debtors, or seeks or consents to, or acquiesces in, the appointment of any trustee, receiver, conservator or liquidator of such Person or of all or any substantial part of its properties (the term "acquiesce," as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within twenty (20) days, after entry of such order, judgment or decree); or (b) such Person makes a general assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Affected Holder" has the meaning specified in Section 14 hereof.

"Agreement" has the meaning specified in the preamble hereof.

"Anti-Dilution Amount" means the principal amount of a Demand Note as determined in accordance with the Jones Act Warrant Agreement.

"Applicable Law" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority, including the Jones Act; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Appropriate Officer" has the meaning specified in Section 3(c) hereof.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ § 101 et seq.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which state or federally chartered banking institutions in New York City, New York are not required to be opened.

"Cash Closing" has the meaning specified in Section 8 hereof.

"Cash Sale" means any merger, consolidation or other similar transaction to which the Company is a party and in which holders of Common Stock as of immediately prior to the consummation of such transaction (other than with respect to treasury shares and any shares of Common Stock held by the purchasing party(ies) in such transaction) are entitled to receive consideration consisting solely of cash upon cancellation of such Common Stock in such transaction.

"Charter" means, with respect to any Person, such Person's certificate or articles of incorporation, certificate of formation, articles of association or similar organizational document, in each case as may be amended from time to time.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" has the meaning specified in the recitals hereof.

"Company Liquidation Event" means any liquidation, dissolution or winding-up of the affairs of the Company, the termination of the legal existence of the Company or any Act of Bankruptcy or any other similar event or proceeding with respect to the Company, whether voluntary or involuntary, pursuant to which the holders of Common Stock are (subject to the liquidation preferences set forth in the Company's Charter) entitled to receive consideration consisting solely of cash.

"Company Conversion Notice" has the meaning specified in Section 5(n)(ii) hereof.

"Definitive Warrants" has the meaning specified in Section 4(i)(i) hereof.

"Demand Note" means a non-interest bearing demand note issuable by the Company in the form attached as Exhibit D in connection with the exercise of a Warrant.

"Depository" has the meaning specified in Section 3(b) hereof.

"Direct Registration Warrant" has the meaning specified in Section 3(a) hereof.

"Excess Shares" has the meaning specified in the Company's Charter.

"Exercise Price" means the exercise price for the Warrants as set forth in Section 5(b) hereof.

"Expiration Date" has the meaning specified in Section 5(a) hereof.

"Funds" has the meaning specified in Section 11(q) hereof.

"Global Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, including the U.S. Coast Guard and the U.S. Maritime Administration, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Holder" means the beneficial or registered holder or holders of Warrants, unless the context otherwise requires.

"Individual Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Jones Act" shall mean, collectively, the U.S. citizenship and cabotage laws principally contained in 46 U.S.C. § 50501(a), (b) and (d) and 46 U.S.C. Chapters 121 and 551 and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the U.S. Coast Guard and the U.S. Maritime Administration and their practices enforcing, administering and interpreting such laws, statutes, rules and regulations, in each case as amended or supplemented from time to time, relating to the ownership and operation of U.S.-flag vessels in the U.S. Coastwise Trade.

"Jones Act Common Stock Warrants" has the meaning specified in the recitals hereof.

"Jones Act Warrant Agreement" means that certain Jones Act Warrant Agreement, dated as of September 4, 2020, by and between the Company and the Warrant Agent, as may be amended from time to time.

"Non-U.S. Citizen" means any Person who is not a U.S. Citizen.

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

"Plan" has the meaning specified in the recitals hereof.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

"Securityholders Agreement" means that certain Securityholders Agreement, dated as of September 4, 2020, by and between the Company and the holders of Common Stock and/or Warrants party thereto from time to time, and the other parties thereto, as may be amended from time to time.

"Settlement Date" means the date that is the third Business Day after a Warrant Exercise Notice is delivered.

"Signature Guarantee" has the meaning specified in Section 4(d)(ii).

"U.S. Citizen" shall mean a citizen of the United States within the meaning of the Jones Act, eligible and qualified to own and operate U.S.-flag vessels in the U.S. Coastwise Trade.

"U.S. Coastwise Trade" shall mean the carriage or transport of merchandise or passengers in the coastwise trade of the United States of America within the meaning of 46 U.S.C. Chapter 551 and any successor statutes thereto, as amended or supplemented from time to time.

"Warrant Agent" has the meaning specified in the preamble hereof.

"Warrant Agent Office" has the meaning specified in Section 4(h)(iv) hereof.

"Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Warrant Exercise Notice" has the meaning specified in Section 5(c) hereof.

"Warrant Register" has the meaning specified in Section 3(d) hereof.

"Warrant Statement" has the meaning specified in Section 3(b) hereof.

"Warrant Summary" has the meaning specified in Section 3(b) hereof.

"Warrants" has the meaning specified in the recitals hereof.

SECTION 2. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the express terms and conditions set forth in this Agreement (and no implied terms and conditions), and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Agreement.

SECTION 3. Issuance of Warrants; Form, Execution and Delivery.

(a) Issuance of Warrants. From time to time, the Warrants shall be issued by the Company with such underlying principal amount of Demand Notes as determined in accordance with the Jones Act Warrant Agreement and this Agreement. In accordance with Section 4 hereof, the Company shall, at its option, cause to be issued to the Depository one or more Global Warrant Certificates evidencing the Warrants, issue the Warrants in the form of Individual Warrant Certificates or reflect the issuance of the Warrants by book-entry registration on the books and records of the Warrant Agent ("Direct Registration Warrants"). To the extent the Warrants are issued in the form of Global Warrant Certificates, the Company shall cause to be issued to the recipients thereof Warrants in the form of Global Warrant Certificates through the facilities of the Depository. Each Direct Registration Warrant and each Warrant evidenced by a Global Warrant Certificate or Individual Warrant Certificate shall entitle the Holder, upon proper exercise and payment or conversion of such Warrant, to receive from the Company, as adjusted as provided herein and subject to the Jones Act limitations on exercise by Non-U.S. Citizens set forth in Section 5(l) hereof, if applicable, a Demand Note with an aggregate principal amount equal to the applicable Anti-Dilution Amount.

(b) Form of Warrant. Subject to Section 4 of this Agreement, each of the Warrants shall be issued, at the Company's option (i) in the form of one or more global certificates (the "Global Warrant Certificates") in substantially the form of Exhibit A-1 attached hereto, with the form of assignment to be printed on the reverse thereof, in substantially the form set forth in Exhibit B attached hereto, (ii) in certificated form in the form of one or more individual certificates (the "Individual Warrant Certificates") in substantially the form of Exhibit A-2 attached hereto, with the form of assignment to be printed on the reverse thereof, in substantially the form set forth in Exhibit B attached hereto, and/or (iii) in the form of Direct Registration Warrants reflected on statements issued by the Warrant Agent from time to time to the Holders thereof reflecting such book-entry position (the "Warrant Statements"). Upon the issuance of Global Warrant Certificates, any Individual Warrant Certificates or Direct Registration Warrants that are not subject to any transfer restrictions under applicable securities laws may be exchanged at any time for Global

Warrant Certificates representing a corresponding number of Warrants, in accordance with Section 4(e) and the applicable procedures of the Depository and the Warrant Agent. The Warrant Statements representing Warrants shall include as an attachment thereto the "Warrant Summary" as set forth in Exhibit C attached hereto. The Global Warrant Certificates and Individual Warrant Certificates (collectively, the "Warrant Certificates") and Warrant Statements may bear such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules and regulations of The Depository Trust Company or any successor thereof (the "Depository") in the case of the Global Warrant Certificates, with any law or with any rules made pursuant thereto or with any rules of any securities exchange or as may be determined, consistently herewith and reasonably acceptable to the Warrant Agent and provided, in each case, that they do not affect the rights, duties, obligations, responsibilities, liabilities or indemnities of the Warrant Agent, by (i) in the case of Warrant Certificates, the Appropriate Officers executing such Warrant Certificates, as evidenced by their execution of the Warrant Certificates and (ii) in the case of Warrant Statements, any Appropriate Officer. The Global Warrant Certificates shall be deposited as and when appropriate with the Warrant Agent and registered in the name of Cede & Co. or any successor thereof, as the Depository's nominee. Each Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

(c) Execution of Warrants. Warrant Certificates shall be signed on behalf of the Company by its Chief Executive Officer, its President, its Chief Financial Officer, its General Counsel, its Treasurer or any Executive or Senior Vice President of the Company (each, an "Appropriate Officer"), and by the Corporate Secretary or any Assistant Corporate Secretary of the Company. Each such signature upon the Warrant Certificates may be in the form of an electronic signature of any such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary and may be imprinted or otherwise reproduced on the Warrant Certificates and for that purpose the Company may adopt and use the electronic signature of any Appropriate Officer, the Corporate Secretary or any Assistant Corporate Secretary who shall have been serving as an Appropriate Officer, the Corporate Secretary, or an Assistant Corporate Secretary at the time of entering into this Agreement or issuing such Warrant Certificate. If any Appropriate Officer, the Corporate Secretary or any Assistant Corporate Secretary who shall have signed any of the Warrant Certificates shall cease to be such Appropriate Officer, the Corporate Secretary or an Assistant Corporate Secretary before the Warrant Certificates so signed shall have been countersigned by the Warrant Agent or disposed of by the Company, such Warrant Certificates nevertheless may be countersigned and delivered or disposed of as though such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary had not ceased to be such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary, and any Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Warrant Certificate, shall be a proper Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary, although at the date of the execution of this Agreement any such person was not such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary. Warrant Certificates shall be dated the date of countersignature by the Warrant Agent and shall represent one or more whole Warrants.

(d) Countersignature. Upon receipt of a written order of the Company signed by an Appropriate Officer instructing the Warrant Agent to countersign and accompanied by Warrant Certificates duly executed on behalf of the Company, the Warrant Agent shall countersign (in manual, facsimile or electronic form) one or more Warrant Certificates evidencing the Warrants and shall deliver such Warrant Certificates to or upon such written order of the Company. Such written order of the Company shall specifically state the number of Warrants that are to be represented by such Warrant Certificate and the Warrant Agent may rely conclusively on such order. Each Warrant shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or converted or shall have expired or been canceled in accordance with the terms hereof. Each Holder shall be bound by all of the terms and provisions of this Agreement (a copy of which is available on request to the Corporate Secretary of the Company) and any amendments thereto as fully and effectively as if such Holder had signed the same. No Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable or convertible, until such Warrant Certificate has been countersigned by the manual, facsimile or electronic signature of the Warrant Agent. Such signature by the Warrant Agent upon any Warrant Certificate executed by the Company shall be conclusive evidence that such Warrant Certificate so countersigned has been duly issued hereunder. The Warrant Agent shall keep, at an office designated for such purpose, books (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, it shall register any Warrant Certificates or Direct Registration Warrants and exchanges and transfers of outstanding Warrants in accordance with the procedures set forth in Section 4 of this Agreement, all in form satisfactory to the Company and the Warrant Agent. The Company or the Warrant Agent may require payment of a sum sufficient to cover any stamp or other tax or other governmental charge that may be imposed on the Holder in connection with any such exchange or registration of transfer. The Warrant Agent shall have no obligation to effect an exchange or register a transfer unless and until any payments required by the immediately preceding sentence have been made. Prior to due presentment for registration of transfer or exchange of any Warrant in accordance with the procedures set forth in this Agreement, the Warrant Agent and the Company may deem and treat the Person in whose name any Warrant is registered as the absolute owner of such Warrant (notwithstanding any notation of ownership or other writing made in a Warrant Certificate by anyone), for the purpose of any exercise or conversion thereof, any distribution to the Holder thereof and for all other purposes.

SECTION 4. Transfer or Exchange.

(a) Transfers Generally. Notwithstanding anything herein to the contrary, the Warrants shall be fully transferrable (subject to applicable securities laws) and severable from the Jones Act Common Stock Warrants.

(b) Transfer and Exchange of Global Warrant Certificates or Beneficial Interests Therein The transfer and exchange of Global Warrant Certificates or beneficial interests therein shall be effected through the Depository, in accordance with the terms of this Agreement and the Warrant Certificates and the procedures of the Depository.

(c) Exchange of a Beneficial Interest in a Global Warrant Certificate for an Individual Warrant Certificate or Direct Registration Warrant

(i) Any Holder of a beneficial interest represented by a Global Warrant Certificate may, upon request, exchange such beneficial interest for a Direct Registration Warrant or a Warrant represented by an Individual Warrant Certificate. A transferor of a beneficial interest represented by a Global Warrant Certificate (or the Depository or its nominee on behalf of such transferor) shall, but only to the extent required by the procedures of the Depository and the Warrant Agent in connection with such transfer or exchange, deliver to the Warrant Agent (I) written instructions or such other form of instructions as is customary for the Depository on behalf of any Person having a beneficial interest in a Global Warrant Certificate, and all other reasonably necessary information, and (II) an instruction of transfer in form reasonably satisfactory to the Warrant Agent which, with respect to a transfer of a Global Warrant Certificate only, shall be properly completed, duly authorized in writing and duly executed by the Holder thereof or by such Holder's attorney. Upon satisfaction of the conditions in this Section 4(c)(i), the Warrant Agent shall cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be reduced by the number of Warrants to be represented by an Individual Warrant Certificate or Direct Registration Warrant, as the case may be, to be issued in exchange for the beneficial interest of such Person in the Global Warrant Certificate and, following such reduction, (A) in the case of an exchange for an Individual Warrant Certificate (x) the Company shall issue and the Warrant Agent shall either manually, facsimile or electronically countersign an Individual Warrant Certificate representing the appropriate number of Warrants and (y) the Warrant Agent shall deliver such Individual Warrant Certificate to the registered Holder thereof, or (B) in the case of an exchange for a Direct Registration Warrant, the Warrant Agent shall register such Direct Registration Warrants in accordance with such written instructions from the Depository and deliver to such Holder a Warrant Statement.

(ii) Warrants represented by an Individual Warrant Certificate issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 4(c) shall be issued in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent. The Warrant Agent shall deliver Individual Warrant Certificates evidencing such issuance to the Persons in whose names such Individual Warrant Certificates are so issued. Direct Registration Warrants issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 4(c) shall be registered in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent.

(d) Transfer and Exchange of Individual Warrant Certificates or Direct Registration Warrants. When the registered Holder of an Individual Warrant Certificate or Direct Registration Warrant has presented to the Warrant Agent a written request:

(i) to register the transfer of any Individual Warrant Certificate or Direct Registration Warrant; or

(ii) to exchange any Individual Warrant Certificate or Direct Registration Warrant for a Direct Registration Warrant or an Individual Warrant Certificate, respectively, representing an equal number of Warrants of authorized denominations,

the Warrant Agent shall register the transfer or make the exchange as requested if (x) its customary requirements for such transactions are met and (y) such transfer or exchange otherwise satisfies the provisions of this Agreement; *provided*, *however*, that the Warrant Agent has received a written instruction of transfer or exchange, as applicable, in form reasonably satisfactory to the Warrant Agent, properly completed and duly executed by the Holder thereof or by his attorney, accompanied by a signature guarantee ("Signature Guarantee") from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association, duly authorized in writing and a written order of the Company signed by an Appropriate Officer authorizing such exchange. A party requesting transfer of Warrants must provide any evidence of authority that may be reasonably required by the Warrant Agent.

(e) Restrictions on Transfer and Exchange of Individual Warrant Certificates or Direct Registration Warrants for a Beneficial Interest in a Global Warrant Certificate. Neither an Individual Warrant Certificate nor a Direct Registration Warrant may be exchanged for a beneficial interest in a Global Warrant Certificate pursuant to this Agreement except, following the issuance of a Global Warrant Certificate by the Company, upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of the Company's written approval and appropriate instruments of transfer, accompanied by a Signature Guarantee, with respect to an Individual Warrant Certificate or Direct Registration Warrant that is not subject to transfer restrictions under applicable securities laws, in form reasonably satisfactory to the Warrant Agent, together with written instructions directing the Warrant Agent to make, or to direct the Depository to make, an endorsement on the applicable Global Warrant Certificate to reflect an increase in the number of Warrants represented by such Global Warrant Certificate equal to the number of Warrants represented by such Individual Warrant Certificate or Direct Registration Warrant, and all other necessary information, then the Warrant Agent shall cancel such Individual Warrant Certificate or Direct Registration Warrant on the Warrant Register and cause, or direct the Depository to cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by such Global Warrant Certificate to be increased accordingly. Any such transfer shall be subject to the Company's prior written approval.

(f) Restrictions on Transfer and Exchange of Global Warrant Certificates. Notwithstanding any other provisions of this Agreement (other than the provision set forth in Section 4(g)), a Global Warrant Certificate may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(g) Cancellation of Warrant Certificate.

(i) At such time as all beneficial interests in Warrant Certificates and Direct Registration Warrants have been exchanged for Demand Notes in accordance herewith, redeemed, repurchased or cancelled, all Warrant Certificates shall be returned to, or cancelled and retained pursuant to Applicable Law by, the Warrant Agent, upon written instructions from the Company reasonably satisfactory to the Warrant Agent.

(ii) If at any time the Depository for the Global Warrant Certificates notifies the Company that the Depository is unwilling or unable to continue as Depository for the Global Warrant Certificates and a successor Depository for the Global Warrant Certificates is not appointed by the Company within ninety (90) days after delivery of such notice, then the Warrant Agent, upon written instructions signed by an Appropriate Officer of the Company, shall register Individual Warrants Certificates and Direct Registration Warrants, in an aggregate number equal to the number of Warrants represented by the Global Warrant Certificates, in exchange for such Global Warrant Certificates.

(h) Obligations with Respect to Transfers and Exchanges of Warrants.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Warrant Agent is hereby authorized to countersign, either by manual, facsimile or electronic signature, in accordance with the provisions of this Section 4, Warrant Certificates, as required pursuant to the provisions of this Section 4.

(ii) All Warrant Certificates or Direct Registration Warrants issued upon any registration of transfer or exchange shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Warrant Certificates or Direct Registration Warrants surrendered upon such registration of transfer or exchange.

(iii) So long as the Depository, or its nominee, is the registered owner of a Global Warrant Certificate, the Depository or such nominee, as the case may be, will be considered the sole owner or Holder represented by such Global Warrant Certificate for all purposes under this Agreement, including, without limitation, for the purposes of (a) giving notices with respect to such Warrants and (b) registering transfers with respect to such Warrants. Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests.

(iv) The Warrant Agent shall register the transfer of any outstanding Warrants in the Warrant Register at the Warrant Agent office designated for such purpose (the "Warrant Agent Office") upon (a) receipt of all information required to be delivered hereunder, (b) if applicable, surrender of duly endorsed Warrant Certificates representing such Warrants, and (c) receipt of a completed form of assignment duly authorized in writing substantially in the form attached as Exhibit C hereto, as the case may be, duly signed by the Holder thereof or by the duly appointed legal representative thereof or by such Holder's attorney, accompanied by a Signature Guarantee. Upon any such registration of transfer, a new Warrant Certificate or Warrant Statement, as the case may be, shall be issued to the transferee.

(v) The Warrant Agent shall not undertake the duties and obligations of a stock transfer agent under this Agreement, or otherwise, including, without limitation, the duty to receive, issue or transfer Demand Notes.

(i) Definitive Warrants.

(i) Beneficial interests represented by a Global Warrant Certificate deposited with the Depository or with the Warrant Agent pursuant to Section 3(b) shall be transferred to each beneficial owner thereof in the form of Warrant Certificates in a definitive form that is not deposited with the Depository or with the Warrant Agent as custodian for the Depository ("Definitive Warrants") evidencing a number of Warrants equivalent to such owner's beneficial interest in such Global Warrant Certificate, in exchange for such Global Warrant Certificate, only if such transfer complies with Section 4(a) and (i) the Depository notifies the Company in writing that it is unwilling or unable to continue as Depository for such beneficial interests represented by such Global Warrant Certificate or if at any time the Depository ceases to be a "clearing agency" registered under the Securities and Exchange Act of 1934, as amended, or the rules promulgated thereunder, and, in each such case, a successor Depository is not appointed by the Company within ninety (90) days of such notice or (ii) upon the request of any Holder or beneficial owner, if the Company shall be adjudged bankrupt or insolvent or makes an assignment for the benefit of its creditors or institutes proceedings to be adjudicated bankrupt or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under federal bankruptcy laws or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or custodian of all or any substantial part of its property, or shall admit in writing its inability to pay or meet its debts as they mature, or if a receiver or custodian of it or all or any substantial part of its property shall be appointed, or if a public officer shall have taken charge or control of the Company or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation.

(ii) Any beneficial interests represented by a Global Warrant Certificate that are transferable to the beneficial owners thereof in the form of Definitive Warrants pursuant to this Section 4(i) shall be surrendered by the Depository to the Warrant Agent, to be so transferred, in whole or from time to time in part, without charge, and the Warrant Agent shall if directed by an Appropriate Officer of the Company countersign, by either manual, facsimile or electronic signature, and deliver to each beneficial owner in the name of such beneficial owner, upon such transfer of each portion of such beneficial interests represented by a Global Warrant Certificate, Definitive Warrants evidencing a number of Warrants equivalent to such beneficial owner's beneficial interest in the Global Warrant Certificate. The Warrant Agent shall register such transfer in the Warrant Register, and upon such transfer the surrendered Global Warrant Certificate shall be cancelled by the Warrant Agent.

(iii) All Definitive Warrants issued upon registration of transfer pursuant to this Section 4(i) shall be valid obligations of the Company, evidencing the same obligations of the Company and entitled to the same benefits under this Agreement and the Global Warrant Certificate surrendered for registration of such transfer.

(iv) Subject to the provisions of Section 4(i)(ii), the registered Holder of a Global Warrant Certificate may grant proxies and otherwise authorize any Person to take any action that such Holder is entitled to take under this Agreement or the Warrants.

(v) In the event of the occurrence of any of the events specified in Section 4(i)(i), the Company will promptly make available to the Warrant Agent a reasonable supply of Definitive Warrants necessary to comply with this Agreement in definitive, fully registered form.

(vi) Neither the Company nor the Warrant Agent shall be liable or responsible for any registration or transfer of any Warrants that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary.

(j) Securityholders Agreement. Notwithstanding anything herein to the contrary, no Person may Transfer any Warrant except in compliance with the provisions of the Securityholders Agreement, if the Securityholders Agreement is then in effect, and the Company's Charter.

SECTION 5. Duration and Exercise of Warrants.

(a) Duration. The Warrants may be exercised only during the period commencing on the date of issuance of the Warrant and expiring on the date on which no Warrants remain outstanding (the "Expiration Date"). After 5:00 p.m. New York City time on the Expiration Date, the Warrants will become void and without further legal effect, and all rights thereunder and all rights in respect thereof under this Agreement shall cease as of such time.

(b) Exercise Price. The Exercise Price for the Warrants shall be $0.00.

(c) Manner of Exercise. Subject to the provisions of this Agreement, including the Jones Act limitations on ownership and control of capital stock of the Company by Non-U.S. Citizens, including those set forth in Section 5(l) hereof, each Warrant shall entitle the Holder thereof to purchase from the Company a Demand Note at the Exercise Price. Each Demand Note will bear a principal amount equal to the applicable Anti-Dilution Amount. All or any of the Warrants represented by a Warrant Certificate or in the form of Direct Registration Warrants may be exercised by the registered Holder thereof during normal business hours on any Business Day, by delivering (A) written notice of such election (a "Warrant Exercise Notice") to exercise Warrants to the Company (at the address set forth in Section 13) and the Warrant Agent at the Warrant Agent Office, no later than 5:00 p.m., New York City time, on the Expiration Date, which Warrant Exercise Notice shall be (i) substantially in the "Form of Election" set forth in Exhibit A-1, in the case of Warrants represented by a Global Warrant Certificate or otherwise in accordance with applicable procedures of the Depository, (ii) substantially in the "Form of Election" set forth in Exhibit A-2, in the case of Warrants represented by Individual Warrant Certificates and (iii) substantially in the form set forth in Exhibit A-3, in the case of Direct Registration Warrants; and (B) by no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date, such Warrants to the Warrant Agent (by book-entry transfer through the facilities of the Depository, if such Warrants are represented by a Global Warrant Certificate), accompanied by a Signature Guarantee and payment in full in respect of each Warrant that is exercised (which shall be made by delivery of a certified or official bank or bank cashier's check payable to the

order of the Company, or by wire transfer to an account specified in writing by the Company or the Warrant Agent in immediately available funds or, in respect of any Global Warrant Certificate, otherwise in accordance with applicable procedures of the Depository). Such payment shall be in an amount equal to the product of the number of Demand Notes designated in such Warrant Exercise Notice multiplied by the Exercise Price for the Warrants being exercised. Upon such surrender and payment, such Holder shall thereupon be entitled to receive the number of duly authorized Demand Notes in the principal amounts as set forth in Section 5(d) and Section 5(h).

(d) The principal amount of the Demand Notes to be issued on such exercise or conversion will be determined by the Company (with written notice thereof to the Warrant Agent) in accordance with Section 5(c). The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the principal amount of the Demand Notes to be issued on such exercise or conversion is accurate or correct, nor shall the Warrant Agent have any duty or obligation to take any action with regard to such Warrant exercise or conversion prior to being notified by the Company of the relevant principal amount of the Demand Notes to be issued.

(e) Except as otherwise provided herein, any exercise or conversion of a Warrant pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(f) Upon receipt of a Warrant Exercise Notice pursuant to Section 5(c), the Warrant Agent shall:

(i) examine such Warrant Exercise Notice and all other documents delivered to it by or on behalf of the Holder as contemplated hereunder to ascertain whether, on their face, such Warrant Exercise Notice and any such other documents have been executed and completed in accordance with their terms;

(ii) endeavor to inform the Company of and cooperate with and assist the Company in resolving any inconsistencies between the Warrant Exercise Notice received and delivery of Warrants to the Warrant Agent's account;

(iii) advise the Company, no later than the Business Day after receipt of such Warrant Exercise Notice, of (a) the receipt of such Warrant Exercise Notice and, subject to Company's approval, the number of Warrants to be exercised or converted in accordance with the terms of this Agreement, (b) the instructions with respect to delivery of the Demand Notes deliverable upon such exercise or conversion, subject to the timely receipt from the Depository of the necessary information, and (c) such other information as the Company shall reasonably require; and

(iv) in the case of Warrants represented by a Global Warrant Certificate, liaise with the Depository and effect such delivery to the relevant accounts at the Depository in accordance with its requirements, if requested by the Company with the delivery of the Demand Notes and all other necessary information by or on behalf of the Company for delivery to the Depository.

(g) All questions as to the validity, form and sufficiency (including time of receipt) of a Warrant exercise or conversion shall be determined by the Company in its sole discretion in good faith, which determination shall be final and binding. The Company reserves the right to reject any and all Warrant Exercise Notices that it determines are not in proper form or for which any corresponding agreement by the Company to exchange would, in the opinion of the Company, be unlawful as determined in good faith. Such determination by the Company shall be final and binding on the Holders absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise or conversion of Warrants or defects in Warrant Exercise Notices with regard to any particular exercise or conversion of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of any irregularities in any exercise or conversion of Warrants, nor shall they incur any liability for the failure to give such notice.

(h) As soon as reasonably practicable after the exercise or conversion of any Warrant (and in any event not later than five (5) Business Days thereafter), the Company shall issue, or otherwise deliver, in authorized denominations to or upon the order of the Holder, either: (A) if such Holder holds the Warrants being exercised or converted through the Depository's book-entry transfer facilities, by same-day or next-day credit to the Depository for the account of such Holder or for the account of a participant in the Depository the Demand Notes to which such Holder is entitled, in each case registered in such name and delivered to such account as directed in the Warrant Exercise Notice by such Holder or by the direct participant in the Depository through which such Holder is acting (or, if the Demand Notes may not then be held in book-entry form through the facilities of the Depository, as set forth in clause (B)); (B) if such Holder holds the Warrants being exercised or converted in the form of Individual Warrant Certificates, a book-entry interest in the Demand Notes to which such Holder is entitled on the books of the Company's transfer agent or, at the Company's option, by delivery to the address designated by such Holder in its Warrant Exercise Notice of a physical certificate or certificates representing the Demand Notes to which such Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Holder (or, if the Warrants at the time of such exercise are held through the facilities of the Depository, as set forth in the foregoing clause (A)); or (C) if such Holder holds the Warrants being exercised or converted in the form of Direct Registration Warrants, a book-entry interest in the Demand Notes to which such Holder is entitled on the books and records of the Company's transfer agent (or, if the Warrants at the time of such exercise are held through the facilities of the Depository, as set forth in the foregoing clause (A)).

If fewer than all of the Warrants evidenced by a Global Warrant Certificate surrendered upon the exercise or conversion of Warrants are exercised or converted at any time prior to the Expiration Date, the Warrant Agent shall cause a notation to be made to the records maintained by the Depository. The Person in whose name any certificate or certificates, or any Warrant Exercise Notice, for the Demand Notes are to be issued (or such Demand Notes are to be registered, in the case of a book-entry transfer) upon exercise or conversion of a Warrant shall be deemed to have become the Holder of record of such Demand Notes on the date such Warrant Exercise Notice is delivered.

(i) If all of the Warrants evidenced by a Warrant Certificate have been exercised or converted, such Warrant Certificate shall be cancelled by the Warrant Agent. Such cancelled Warrant Certificate shall then be disposed of by or at the direction of the Company in accordance with Applicable Law. The Warrant Agent shall confirm such information to the Company in writing as promptly as practicable.

(j) The Company shall pay all expenses in connection with, and all transfer taxes and similar governmental charges that may be imposed with respect to, the issuance or delivery of the Demand Notes upon exercise or conversion of Warrants. The Warrant Agent shall not have any duty or obligation to take any action under any section of this Agreement that requires the payment of taxes and/or charges unless and until it is satisfied that all such payments have been made.

(k) The Warrant Agent shall keep copies of this Agreement and any notices given or received hereunder for a period beginning on the date of this Agreement and ending no earlier than the first (1st) anniversary of such date on which there are no outstanding Jones Act Common Stock Warrants or Warrants.

(l) Jones Act Limitations on Warrant Exercise. Notwithstanding any of the other provisions of this Agreement, in order to facilitate the Company's compliance with the Jones Act and the Jones Act Restriction concerning the ownership and control of the capital stock of the Company by Non-U.S. Citizens with regard to its continuing ability to operate its vessels in the coastwise trade of the United States and to comply with obligations of the Company under contracts that it may enter into from time to time with United States Governmental Authorities:

(i) At the time of exercise or conversion of any Warrant, its Holder shall advise the Company whether or not it (or, if not the Holder, the Person that the Holder has designated to receive the Demand Notes issuable upon exercise or conversion of such Warrant) is a U.S. Citizen. The Company may require a Holder (or, if not the Holder, the Person that the Holder has designated to receive the Demand Notes issuable upon exercise or conversion of such Warrant) to provide it with such documents and other information as it may request as reasonable to confirm that the Holder (or, if not the Holder, the Person that the Holder has designated to receive the Demand Notes issuable upon exercise or conversion of such Warrant) is a U.S. Citizen.

(ii) Any Holder that cannot establish to the Company's reasonable satisfaction that it (or, if not the Holder, the Person that the Holder has designated to receive the Demand Notes issuable upon exercise or conversion of any Warrant) is a U.S. Citizen may not exercise or convert any Warrant.

(iii) Any sale, transfer or other disposition of any Warrant by any Holder that is aNon-U.S. Citizen to a Person who is a U.S. Citizen must be a complete transfer of such Holder's interests in such Warrant and the Demand Note issuable upon its exercise or conversion to such Person with the transferor retaining no ownership of the Warrant or underlying Demand Note nor any ability to direct or control such Person. The foregoing restriction shall also apply to any Person that the Holder has designated to receive any Demand Note issuable upon exercise or conversion of any Warrant.

(iv) Notwithstanding anything (iv) herein to the contrary, in the event that either (A) the Jones Act and other applicable laws are repealed or amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way or (B) the Company's Charter is amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way, the provisions of this Section 5(l) shall no longer apply to any Holder or Warrant.

(m) Cost Basis Information.

(i) In the event of a cash exercise of Warrants, the Company hereby instructs the Warrant Agent to record cost basis for the Demand Notes as reasonably determined by the Company prior to processing.

(ii) In the event of a conversion of Warrants, the Company shall provide the cost basis for Demand Notes issued pursuant to such conversion at the time the Company confirms the principal amount of the Demand Notes issuable in connection with such conversion to the Warrant Agent pursuant to Section 5 hereof.

(n) Optional Company Conversion.

(i) Right to Convert. If any Warrants become held by any Holder who is a U.S. Citizen (including by transfer of such Warrants to any Holder that is a U.S. Citizen), the Company shall have the right to convert any such Warrants into Demand Notes bearing a principal balance equal to the applicable Anti-Dilution Amounts, at the Company's sole discretion. In order for the Company to determine whether any Holder is a U.S. Citizen (in its sole discretion), the Company may require a Holder to provide it with such documents and other information as it may request as reasonable to confirm that the Holder is a U.S. Citizen.

(ii) Mechanics of Conversion. In order for the Company to convert Warrants into Demand Notes pursuant to this Section 5(n), the Company shall deliver a written notice to each applicable Holder (such notice, a "Company Conversion Notice") stating such Holder's name and the principal amount of each Demand Note to be received by the Holder upon the conversion of such Holder's Warrants. If required by the Company, such Holder shall surrender any Individual Warrant Certificates, if applicable, at the office of the Warrant Agent for the Warrants, and any Individual Warrant Certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Company, duly executed by the Holder of record or his, her or its attorney duly authorized in writing.

(iii) Within five (5) Business Days of delivery of the Company Conversion Notice, the Company shall issue and deliver to the Holders of the Warrants that are being converted the Demand Notes.

(iv) The Company shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of any Demand Note upon conversion of Warrants pursuant to this Section 5(n). The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any Demand Note in a name other than that in which the Warrants so converted were registered, and no such issuance or delivery shall be made unless and until the Person requesting such issuance has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid.

(o) On each Warrant's Expiration Date, such Warrant shall be deemed to be exercised in full by the Holder (without delivery of a Warrant Exercise Notice or any action by the Holder) to the extent that the Holder is a U.S. Citizen.

SECTION 6. Cancellation of Warrants. The Warrant Agent shall cancel all Warrant Certificates surrendered for exchange, substitution or transfer in whole or in part. Such cancelled Warrant Certificates shall thereafter be disposed of by the Warrant Agent upon written instructions from the Company reasonably satisfactory to the Warrant Agent and such Direct Registration Warrants shall be canceled by appropriate notation on the Warrant Register.

SECTION 7. Mutilated or Missing Warrant Certificates. Upon receipt by the Company and the Warrant Agent from any Holder of evidence reasonably satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of such Holder's Warrant Certificate and a surety bond or indemnity reasonably satisfactory to them and holding the Warrant Agent and Company harmless, and in case of mutilation upon surrender and cancellation thereof, and absent notice to Warrant Agent that such Warrant Certificates have been acquired by a bona fide purchaser, the Company will execute and the Warrant Agent will countersign and deliver in lieu thereof a new Warrant Certificate of like tenor and representing an identical interest in Warrants to such Holder; *provided*, that in the case of mutilation, no bond or indemnity shall be required if such Warrant Certificate in identifiable form is surrendered to the Company or the Warrant Agent for cancellation. Upon the issuance of any new Warrant Certificate under this Section 7, the Company may require the payment of a sum sufficient to cover any stamp tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the reasonable fees and expenses of the Warrant Agent) in connection therewith. Every new Warrant Certificate executed and delivered pursuant to this Section 7 in lieu of any lost, stolen, destroyed or mutilated Warrant Certificate shall be entitled to the same benefits of this Agreement equally and proportionately with any and all other Warrant Certificates, whether or not the allegedly lost, stolen or destroyed Warrant Certificate shall be at any time enforceable by anyone. The provisions of this Section 7 are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of lost, stolen, destroyed or mutilated Warrant Certificates.

SECTION 8. Cash Sales and Liquidations. In the event of a Cash Sale or a Company Liquidation Event, the Company shall pay (or cause to be paid) to the Holders, with respect to each unexercised or unconverted Warrant outstanding immediately prior to the consummation of such Cash Sale or a Company Liquidation Event (the "Cash Closing"), cash in the amount equal to the aggregate principal amount of the underlying Demand Notes that such Holder is entitled to receive upon exercise of their Warrants (without regard to any limitations on exercise contained in this Agreement); provided, however, that no Holder shall be entitled to any payment hereunder with respect to any portion of such consideration that is contingent, deferred or escrowed unless and until such amounts are actually paid to the holders of the Common Stock. Upon the occurrence of a Cash Closing, all unexercised or unconverted Warrants outstanding immediately prior to the Cash Sale or a Company Liquidation Event shall automatically be terminated and cancelled and the Company shall thereupon cease to have any further obligations or liability with respect to the Warrants except as to the requirement to pay the aggregate principal amount of the underlying Demand Notes (subject to the limitations described in the prior sentence).

SECTION 9. Legends. To the extent subject to restrictions on transfer under applicable securities laws, Warrant Certificates, if any, shall be stamped or otherwise imprinted with a legend, and the Warrant Statements shall include a restrictive notation with respect to such Warrants, in substantially the following form:

> "THE WARRANTS REPRESENTED BY THIS CERTIFICATE (AND THE DEMAND NOTES ISSUABLE PURSUANT THERETO) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE."

Any legend or restrictive notation referenced in this Section 9 shall be removed from the Warrant Certificates or Warrant Statements at any time after the restrictions described in such legend or restrictive notation cease to be applicable; provided that the Company may request from any Holder opinions, certificates or other evidence that such restrictions have ceased to be applicable before removing such legend or restrictive notation.

SECTION 10. Corporate Action. The Company shall not, and shall not permit or cause any of its subsidiaries to, take any action to avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, including through any amendment of its Charter and by-laws (and any equivalent organizational documents of its subsidiaries) or any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities.

SECTION 11. Warrant Agent. The Warrant Agent undertakes the duties and obligations expressly imposed by this Agreement upon the terms and conditions set forth in this Section 11.

(a) Limitation on Liability. The Warrant Agent shall not by countersigning Warrant Certificates or by any other act hereunder be accountable with respect to or be deemed to make any representations as to the validity or authorization of the Warrants or the Warrant Certificates (except as to its countersignature thereon), as to the validity, authorization or value (or kind or amount) of any Demand Notes or other property delivered or deliverable upon exercise or conversion of any Warrant. The Warrant Agent shall not (i) be liable for any recital or statement of fact contained herein or in the Warrant Certificates or for any action taken, suffered or omitted by the Warrant Agent in the belief that any Warrant Certificate or any other document or any signature is genuine or properly authorized unless such action or omission was taken or omitted to be taken in bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction), (ii) be responsible for determining compliance by any Person with the provisions set forth in Section 5(l), (iii) be responsible for any failure on the part of the Company to issue, transfer or deliver any Demand Notes or property upon the surrender of any Warrant for

the purpose of exercise or conversion or to comply with any other of the Company's covenants and obligations contained in this Agreement or in the Warrant Certificates or (iv) be liable for any action taken, suffered or omitted to be taken in connection with this Agreement, except for its own bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction) for which the Warrant Agent shall be liable. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of the loss or damage and regardless of the form of the action. Notwithstanding anything to the contrary stated herein, any liability of the Warrant Agent under this Agreement shall be limited to the amount of fees, but not including reimbursable expenses, paid by the Company to the Warrant Agent during the twelve (12) months immediately preceding the event for which recovery from the Warrant Agent is being sought.

(b) Instructions. The Warrant Agent is hereby authorized to accept advice or instructions with respect to the performance of its duties hereunder from an Appropriate Officer and to apply to any such officer for advice or instructions. The Warrant Agent shall be fully protected and authorized in relying upon the most recent advice or instructions received by any such officer. The Warrant Agent shall not be liable for any action taken, suffered or omitted by it in accordance with the advice or instructions of any such officer.

(c) Agents. The Warrant Agent may execute and exercise any of the rights and powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees, and the Warrant Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees or for any loss to the Company resulting from such neglect or misconduct, *provided* that the Warrant Agent acts without gross negligence, willful misconduct or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in the selection and continued employment thereof. The Warrant Agent shall not be under any obligation or duty to institute, appear in, or defend any action, suit or legal proceeding in respect hereof, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider necessary in the performance of its duties hereunder. The Warrant Agent shall promptly notify the Company in writing of any claim made or action, suit or proceeding instituted against the Warrant Agent arising out of or in connection with this Agreement.

(d) Cooperation. The Company will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further acts, instruments and assurances as may reasonably be required by the Warrant Agent in order to enable the Warrant Agent to carry out or perform its duties under this Agreement.

(e) Agent Only. The Warrant Agent shall act solely as agent for the Company in accordance with the terms and conditions hereof and does not assume any obligation or relationship of agency or trust with any Holders. The Warrant Agent shall not be liable except for the performance of such duties as are expressly set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Warrant Agent, whose duties and obligations shall be determined solely by the express provisions hereof.

(f) Right to Counsel. The Warrant Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company), and the Warrant Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by the Warrant Agent in the absence of bad faith in accordance with the opinion or advice of such counsel.

(g) Compensation. The Company agrees to pay the Warrant Agent reasonable compensation for all services rendered by it hereunder in accordance with a mutually agreed upon fee schedule and to reimburse the Warrant Agent for its reasonable expenses incurred by the Warrant Agent hereunder (including reasonable counsel fees and expenses) in connection with the acceptance, negotiation, preparation, delivery, administration, execution, modification, waiver, delivery, enforcement or amendment of the Agreement and the exercise and performance of its duties hereunder.

(h) Accounting and Payment. The Warrant Agent shall account to the Company with respect to Warrants exercised or converted. The Warrant Agent shall advise the Company by electronic transmission at the end of each day the number of Warrant Exercise Notices received, and, if known, the identity of the Holder(s) of the Warrant(s) exercised or converted.

(i) No Conflict. Subject to Applicable Law, the Warrant Agent and any stockholder, affiliate, director, officer or employee of the Warrant Agent may buy, sell or deal in any of the Warrants or other securities (including, for the avoidance of doubt, bonds, notes and warrants) of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Agreement. Subject to Applicable Law, nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other Person including, without limitation, acting as trustee under an indenture.

(j) Resignation; Termination. The Warrant Agent may resign its duties and be discharged from all further duties and liabilities hereunder (except liabilities arising prior to resignation as a result of the Warrant Agent's bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction)) after giving thirty (30) calendar days' prior written notice to the Company. In the event the transfer agency relationship in effect between the Company and Warrant Agent terminates, the Warrant Agent shall be deemed to have resigned automatically and be discharged from its duties under this Agreement as of the effective date of such termination. The Company may remove the Warrant Agent upon thirty (30) calendar days' written notice, and the Warrant Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as have been caused by the Warrant Agent's bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction) prior to its removal. The Company shall cause to be mailed promptly (by first class mail, postage prepaid) to each registered Holder at such Holder's last address as shown on the register of the Company,

at the Company's expense, a copy of such notice of resignation or notice of removal, as the case may be. Upon such resignation or removal the Company shall promptly appoint in writing a new warrant agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation by the resigning Warrant Agent or after such removal, then the Holder of any Warrant may apply to any court of competent jurisdiction for the appointment of a new warrant agent. Pending appointment of a successor to the Warrant Agent, either by the Company or by such a court, the duties of the Warrant Agent shall be carried out by the Company. Any successor warrant agent, whether appointed by the Company or by such a court, shall be a Person, formed under the laws of the United States or of any state thereof and authorized under such laws to conduct a shareholder services business, be subject to supervision and examination by a federal or state authority, and have a combined capital and surplus of not less than $50,000,000 as set forth in its most recent published annual report of condition; or in the case of such capital and surplus requirement, a controlled affiliate of such a Person meeting such capital and surplus requirement. After acceptance in writing of such appointment by the new Warrant Agent, such successor Warrant Agent shall be vested with the same powers, rights, duties and responsibilities under this Agreement as if it had been originally named herein as the Warrant Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the expense of the Company and shall be legally and validly executed and delivered by the resigning or removed Warrant Agent. Not later than the effective date of any such appointment, the Company shall send notice thereof to the resigning or removed Warrant Agent and shall forthwith cause a copy of such notice to be mailed (by first class, postage prepaid) to each registered Holder at such Holder's last address as shown on the register of the Company. Failure to give any notice provided for in this Section 11(j), or any defect in any such notice, shall not affect the legality or validity of the resignation of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(k) Merger, Consolidation or Change of Name of Warrant Agent. Any Person into which the Warrant Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any Person succeeding to all or substantially all of the agency business of the Warrant Agent shall be the successor to the Warrant Agent hereunder without the execution or filing of any document or any further act on the part of any of the parties hereto, *provided* that such Person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 11(j). If at the time such successor to the Warrant Agent shall succeed under this Agreement, any of the Warrant Certificates shall have been countersigned but not delivered, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent; and if at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Warrant Certificates shall have the full force and effect provided in the Warrant Certificates and in this Agreement. If at any time the name of the Warrant Agent shall be changed and at such time any of the Warrants shall have been countersigned but not delivered, the Warrant Agent whose name has changed may adopt the countersignature under its prior name; and if at that time any of the Warrants shall not have been countersigned, the Warrant Agent may countersign such Warrants either in its prior name or in its changed name; and in all such cases such Warrants shall have the full force and effect provided in the Warrants and in this Agreement.

(l) Indemnity. The Company agrees to indemnify the Warrant Agent, and to hold it harmless against, any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including reasonable counsel fees and expenses) incurred without the bad faith, gross negligence or willful misconduct on the part of the Warrant Agent (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction), for any action taken, suffered or omitted by the Warrant Agent in connection with the preparation, delivery, acceptance, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly. The Warrant Agent shall not be obligated to expend or risk its own funds to take any action which it believes would expose it to expense or liability or to a risk of incurring expense of liability, unless it has been furnished with assurance of repayment or indemnity reasonably satisfactory to it.

(m) Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible or have any duty to make any calculation or adjustment, or to determine when any calculation or adjustment required under the provisions hereof should be made, how it should be made or what it should be, or have any responsibility or liability for the manner, method or amount of any such calculation or adjustment or the ascertaining of the existence of facts that would require any such calculation or adjustment.

(n) No Liability for Interest. The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement.

(o) No Implied Obligations. The Warrant Agent shall be obligated to perform such duties as are explicitly set forth herein and no implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be under any obligation to take any action hereunder that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issuance and sale, or exercise or conversion, of the Warrants or Demand Notes. The Warrant Agent shall have no duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained herein or in any Warrant Certificate or in the case of the receipt of any written demand from a Holder with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, to make any demand upon the Company.

(p) Force Majeure. In no event shall the Warrant Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes, pandemics, epidemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(q) Bank Accounts. All funds received by the Warrant Agent under this Agreement that are to be distributed or applied by the Warrant Agent in the performance of services (the "Funds") shall be held by Computershare as agent for the Company and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, Computershare will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Warrant Agent shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by the Warrant Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Warrant Agent may from time to time receive interest, dividends or other earnings in connection with such deposits. The Warrant Agent shall not be obligated to pay such interest, dividends or earnings to the Company, any Holder or any other party.

(r) Notice. The Warrant Agent shall not be required to take notice or be deemed to have notice of any event or condition hereunder unless the Warrant Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Agreement to be delivered to the Warrant Agent must, in order to be effective, be received by the Warrant Agent as specified in Section 15, and in the absence of such notice so delivered, the Warrant Agent may conclusively assume no such event or condition exists.

(s) Signature Guarantee. The Warrant Agent may rely on and be fully authorized and protected in acting or failing to act upon (i) any Signature Guarantee or other comparable "signature guarantee program" or insurance program in addition to, or in substitution for, such Signature Guarantee; or (ii) related applicable law, act, regulation or any interpretation of the same.

(t) Survival. The provisions under this Section 11 shall survive the termination of this Agreement and the resignation, replacement or removal of the Warrant Agent. The costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company.

SECTION 12. Severability. In the event that any one or more of the provisions contained herein or in the Warrants, or the application thereof in any circumstances, is held invalid, illegal or unenforceable (including as a result of applicable statutes and the related regulations issued by the U.S. Coast Guard or the Maritime Administration), the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and therein shall not be affected or impaired thereby; *provided*, that if any such excluded term, provision, covenant or restriction shall materially adversely affect the rights, immunities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately.

Furthermore, subject to the preceding sentence, in lieu of any such invalid, illegal or unenforceable provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms and commercial effect to such invalid, illegal or unenforceable provision as may be possible and be valid and enforceable which a reasonable person in the position of the Company, acting in good faith, would make, always keeping in mind the intent and purposes of this Agreement and the Warrants issued pursuant thereto by the Persons party hereto as of the date hereof.

SECTION 13. Notices to Company and Warrant Agent. All notices, requests or demands authorized by this Agreement to be given or made by the Warrant Agent or by any registered Holder of any Warrant to or on the Company to be effective shall be in writing (including by e-mail), and shall be deemed to have been duly given or made when delivered by hand or e-mail, or one (1) Business Day if sent by overnight courier service (with next day delivery specified), or two (2) Business Days after being delivered to a recognized courier (whose stated terms of delivery are two (2) Business Days or less to the destination such notice), or five (5) Business Days after being deposited in the mail, or, in the case of email notice, when received, addressed (until another address is filed in writing by the Company with the Warrant Agent) as follows:

Hornbeck Offshore Services, Inc.
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer
Email: james.harp@hornbeckoffshore.com
samuel.giberga @hornbeckoffshore.com

Any notice pursuant to this Agreement to be given by the Company or by any registered Holder of any Warrant to the Warrant Agent shall be sufficiently given if sent by overnight courier service or first-class mail, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Computershare, Inc.
Computershare Trust Company, N.A.
150 Royall Street
Canton, MA 02021
Attention: Client Services

Unless the Warrant is represented by a Global Warrant Certificate, any notice or communication mailed to a Holder shall be mailed to the Holder at the Holder's address as it appears on the Warrant Register and shall be sufficiently given if so mailed within the time prescribed. Any notice to the owners of a beneficial interest in a Warrant represented by a Global Warrant Certificate shall be distributed through the Depository in accordance with the procedures of the Depository. Communications to such Holder shall be deemed to be effective at the time of dispatch to the Depository. Failure to provide a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

SECTION 14. Supplements and Amendments. The Company and the Warrant Agent may from time to time supplement, amend, waive or otherwise modify this Agreement (a) without the approval of any Holders to implement any changes required in order for the Company to comply with the limitations imposed by the Jones Act or other applicable law on ownership and control of the capital stock of the Company by Non-U.S. Citizens (*provided* that to the extent the Company makes any changes pursuant to this clause (a), the Company shall make only such changes which a reasonable person in the position of the Company, acting in good faith, would determine are necessary in order to implement such written requirements, always keeping in mind the intent and purposes of this Agreement and the Warrants issued pursuant thereto by the Persons party hereto as of the date hereof), or (b) with the prior written consent of (i) (A) Holders that hold Warrants representing at least seventy-five percent (75%) of the principal amount of the Demand Notes issuable pursuant to all outstanding Warrants and (B) Holders (as defined in the Jones Act Warrant Agreement) that hold Jones Act Common Stock Warrants representing at least seventy-five percent (75%) of the outstanding Jones Act Common Stock Warrants, which must include each of Ares, Whitebox and Highbridge, but only for so long as such Person (together with its respective Affiliates that hold Jones Act Common Stock Warrants) holds at least fifty percent (50%) of the Jones Act Common Stock Warrants issued to such Person (together with its respective Affiliates) on the date hereof and (ii) if any such amendment or supplement is disproportionately and materially adverse to any Holder(s) (each, an "Affected Holder"), Affected Holders that hold Warrants representing a majority of the principal amount of the Demand Notes issuable pursuant to all outstanding Warrants held by the Affected Holders; *provided*, that the Warrant Agent shall not be required to execute any amendment, supplement, waiver or other modification to this Agreement that the Warrant Agent has determined would adversely affect its own rights, duties, obligations or immunities under this Agreement. As a condition precedent to the Warrant Agent's execution of any amendment, supplement, waiver or other modification to this Agreement, the Company shall deliver to the Warrant Agent a certificate from an Appropriate Officer that states that the proposed amendment, supplement, waiver or other modification is in compliance with the terms of this Section 16. No supplement, modification, amendment or waiver to this Agreement shall be effective unless duly executed by the Warrant Agent. Upon execution and delivery of any supplement, amendment, waiver or other modification pursuant to this Section 16, such amendment, supplement, waiver or other modification shall be considered a part of this Agreement for all purposes and every Holder of a Warrant Certificate theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

SECTION 15. Termination. This Agreement shall terminate on the date on which there are no outstanding Jones Act Common Stock Warrants or Warrants; *provided*, *however*, that the provisions of Sections 11, 13, 14, 15, 16, 17, 18 and 21 shall survive such termination.

SECTION 16. Governing Law and Consent to Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed within the State of Delaware. Each of the Company and the Warrant Agent hereby irrevocably submits to the jurisdiction of the Delaware Chancery Court; provided that if such court does not have jurisdiction, then the United States District Court for the District of

Delaware, with respect to any suit, action or proceeding arising out of or relating to this Agreement, and each irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Nothing herein shall affect the right of any Person to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the Company in any other jurisdiction.

SECTION 17. Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 17 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 18. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other than the Company, the Warrant Agent and the registered Holders and beneficial owners (who are express third party beneficiaries of this Agreement) any legal or equitable right, remedy or claim under this Agreement, and this Agreement shall be for the sole and exclusive benefit of the Company, the Warrant Agent and the registered Holders and beneficial owners.

SECTION 19. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

SECTION 20. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and in no way modify or restrict any of the terms or provisions hereof.

SECTION 21. Confidentiality. The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including inter alia, personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services of the Warrant Agent shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by applicable law, rule or regulation, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions). Each party may disclose relevant aspects of the other party's confidential information to its officers,

affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Agreement and such disclosure is not prohibited by applicable law; *provided* that such disclosing party shall (a) direct such officers, affiliates, agents, subcontractors and employees to treat such information confidentially and (b) be responsible for any breach of this Section 21 by such officers, affiliates, agents, subcontractors and employees who receive such information.

SECTION 22. Representations. Each party hereto (other than the Warrant Agent) represents and warrants that such party has been duly organized and is validly existing under the laws of the jurisdiction of its incorporation, and that this Agreement has been duly authorized, executed and delivered by such party and is enforceable against such party in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

SECTION 23. No Suspension. The right to exercise any Warrants shall not be suspended during any period.

SECTION 24. Entire Agreement. This Agreement, the Warrants and the Securityholders Agreement and any other agreements referenced herein or therein constitute the entire agreement with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

SECTION 25. Tax Treatment. The Company intends to treat the Warrants as Demand Notes for U.S. federal income tax purposes unless otherwise required pursuant to applicable law.

***[Signature pages follow]***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

Hornbeck Offshore Services, Inc.

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

Computershare, Inc. and
Computershare Trust Company, N.A.,

collectively, as Warrant Agent

By: /s/ Collin Ekeogu
Name: Collin Ekeogu
Title: Manager, Corporate Actions

[Signature Page to Jones Act Anti-Dilution Warrant Agreement]

**EXHIBIT A-1**
**FORM OF FACE OF GLOBAL JONES ACT ANTI-DILUTION WARRANT CERTIFICATE**

This Global Warrant Certificate is deposited with or on behalf of The Depository Trust Company (the "Depository") or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any person under any circumstances except that (i) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 4(g) of the Warrant Agreement and (ii) this Global Warrant Certificate may be transferred pursuant to Section 4(f) of the Warrant Agreement and as set forth below.

**UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR THE WARRANT AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. OR SUCH OTHER ENTITY, HAS AN INTEREST HEREIN.**

**TRANSFERS OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE OR AS OTHERWISE PERMITTED IN THE WARRANT AGREEMENT, AND TRANSFERS OF BENEFICIAL INTERESTS IN THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE WARRANT AGREEMENT.**

**NO AFFILIATE OF HORNBECK OFFSHORE SERVICES, INC. THAT OWNS THIS SECURITY (OR ANY INTEREST HEREIN) MAY SELL THIS SECURITY (OR ANY INTEREST HEREIN) IF UPON SUCH RESALE THIS SECURITY (OR SUCH INTEREST) WOULD CONSTITUTE A "RESTRICTED SECURITY" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

No registration or transfer of the Demand Note issuable pursuant to the exercise or conversion of the Warrant will be recorded on the books of the Company until such provisions have been complied with.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

CUSIP No. [•]

ISIN No. [•]

[•] WARRANTS TO PURCHASE

DEMAND NOTES EACH WITH PRINCIPAL AMOUNT OF $[•]

HORNBECK OFFSHORE SERVICES, INC.

GLOBAL WARRANT TO PURCHASE DEMAND NOTES

This Global Warrant Certificate ("Warrant Certificate") certifies that Cede & Co., or its registered assigns is the registered holder of warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the 'Company"), to purchase a number of Demand Notes each in the principal amount of $[•] as set forth above (the "Demand Notes"). The Warrants expire at 5:00 p.m., New York City time, on the date on which no Warrants remain outstanding (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company one Demand Note at the exercise price per Demand Note (the "Exercise Price") in the principal amount set forth above, payable to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the business day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The Exercise Price shall be determined in accordance with Section 5(b) of the Warrant Agreement.

The Warrants are subject to exercise and conversion, in whole or in part, as and to the extent provided in the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised or converted prior to the date of the Warrant Agreement or after the Expiration Date.

*Jones Act Limitations on Warrant Exercise.* The right to exercise or convert Warrants is subject to the limitations on ownership and control of the capital stock of the Company by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 2020

Hornbeck Offshore Services, Inc.

By: _____
Name: [•]
Title: [•]

By: _____
Name: _____
Title: _____

Computershare, Inc. and
Computershare Trust Company, N.A.

collectively, as Warrant Agent

By: _____
Name: _____
Title: _____

FORM OF REVERSE OF GLOBAL WARRANT CERTIFICATE
HORNBECK OFFSHORE SERVICES, INC.

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase Demand Notes issued pursuant to that certain Jones Act Anti-Dilution Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised to purchase the Demand Notes from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof, subject to adjustment as described in the Warrant Agreement. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement. The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Company, as and to the extent provided in the Warrant Agreement. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered by book-entry delivery through the facilities of the Depository, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of Demand Notes.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

[Balance of page intentionally remains blank]

[TO BE ATTACHED TO GLOBAL WARRANT CERTIFICATE FOR THE WARRANTS]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL WARRANT CERTIFICATE

The following increases or decreases in this Global Warrant Certificate have been made:

| Date | Amount of decrease in the number of Warrants represented by this Global Warrant Certificate | Amount of increase in number of Warrants represented by this Global Warrant Certificate | Number of Warrants represented by this Global Warrant Certificate following such decrease or increase | Signature of authorized officer of the Warrant Agent |
|---|---|---|---|---|
| | | | | |

FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING WARRANTS
THROUGH THE DEPOSITORY TRUST COMPANY

TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Demand Notes each with a principal amount of $_____

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by Warrants to purchase Demand Notes of Hornbeck Offshore Services, Inc. (the "Company") held for its benefit through the book-entry facilities of The Depository Trust Company (the "Depository"), to exercise _____ Warrants for the purchase of _____ newly issued Demand Notes each with a principal amount of _____ at the Exercise Price as determined in accordance with Section 5(b) of the Warrant Agreement.

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such Demand Notes $_____by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

If the undersigned will be receiving the Demand Notes issuable upon exercise of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Demand Notes issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Demand Notes purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITORY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF DIRECT PARTICIPANT IN THE DEPOSITORY:_____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED:_____

DEPOSITORY ACCOUNT NO.: _____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE".

WARRANT HOLDER EXERCISING THE WARRANTS, IF OTHER THAN THE DIRECT DTC PARTICIPANT DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

ACCOUNT TO WHICH DEMAND NOTES ARE TO BE CREDITED: _____

DEPOSITORY ACCOUNT NO.: _____

FILL IN FOR DELIVERY OF THE DEMAND NOTES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME: _____
(PLEASE PRINT)

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE (INCLUDING INTERNATIONAL CODE): _____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER WARRANTS BEING EXERCISED: _____

NUMBER OF DEMAND NOTES FOR WHICH THE WARRANTS ARE BEING EXERCISED: _____

PRINCIPAL AMOUNT OF EACH DEMAND NOTE BEING EXERCISED _____

Signature: _____

Name: _____

Capacity in which signing: _____

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT A-2**
**FORM OF FACE OF INDIVIDUAL WARRANT CERTIFICATE**

**THIS WARRANT, AND THE DEMAND NOTES OF THE COMPANY WHICH MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE."**

[•]

WARRANTS TO PURCHASE

DEMAND NOTES

HORNBECK OFFSHORE SERVICES, INC.

INDIVIDUAL WARRANT TO PURCHASE DEMAND NOTES

This Individual Warrant Certificate ("Warrant Certificate") certifies that_____, or its registered assigns is the registered holder of Warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the "Company"), to purchase a number of Demand Notes each in the principal amount of $[•] as set forth above (the "Demand Notes"). The Warrants expire at 5:00 p.m., New York City time, on the date on which no Warrants remain outstanding (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company one Demand Note at the exercise price (the "Exercise Price"), payable to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The Exercise Price shall be determined in accordance withSection 5(b) of the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised prior to the date of the Warrant Agreement or after the Expiration Date.

Jones Act Limitations on Warrant Exercise. The right to exercise or convert Warrants is subject to the limitations on ownership and control of the capital stock of the Company by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT

CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 2020

Hornbeck Offshore Services, Inc.

By: _____
Name: [•]
Title: [•]

By: _____
Name: _____
Title: _____

Computershare, Inc. and
Computershare Trust Company, N.A.

collectively, as Warrant Agent

By: _____
Name: _____
Title: _____

FORM OF REVERSE OF INDIVIDUAL WARRANT CERTIFICATE
HORNBECK OFFSHORE SERVICES, INC.

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase Demand Notes issued pursuant to that certain Jones Act Anti-Dilution Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised to purchase Demand Notes from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement.

The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Company, as and to the extent provided in the Warrant Agreement.

In the event that upon any exercise of the Warrants evidenced hereby the number of Demand Notes actually purchased shall be less than the total number of Demand Notes purchasable upon exercise or conversion of the Warrants evidenced hereby, there shall be issued to the holder hereof, or such holder's assignee, a new Warrant Certificate evidencing Warrants to purchase Demand Notes not so purchased. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered to the Company, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of Demand Notes.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

[Balance of page intentionally remains blank]

FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING INDIVIDUAL WARRANT CERTIFICATES

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Demand Notes each with a principal amount of $_____

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants to purchase _____ Demand Notes of Hornbeck Offshore Services, Inc. (the "Company"), each with a principal amount of _____ at the Exercise Price as determined in accordance with Section 5(b) of the Warrant Agreement.

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such Demand Notes $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

If the undersigned will be receiving the Demand Notes issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Demand Notes issuable upon exercise of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Demand Notes purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the Demand Notes are evidenced by global securities, the Demand Notes shall be registered in the name of the Depository or its nominee.

Dated:_____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER:_____
(PLEASE PRINT)

ADDRESS:_____

_____

DELIVERY ADDRESS (IF DIFFERENT):_____

_____

ACCOUNT TO WHICH THE DEMAND NOTES ARE TO BE CREDITED:_____

_____

FILL IN FOR DELIVERY OF THE DEMAND NOTES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME:_____
—

ADDRESS:_____

_____

CONTACT NAME:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____

NUMBER WARRANTS BEING EXERCISED:_____

NUMBER OF DEMAND FOR WHICH THE WARRANTS ARE BEING EXERCISED:_____

PRINCIPAL AMOUNT OF EACH DEMAND NOTE BEING EXERCISED_____

Signature: _____

Note: If the Demand Notes are to be registered in a name other than that in which the Warrants represented by Individual Warrant Certificate(s) are registered, the signature of the holder hereof must be guaranteed.

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT A-3**
**FORM OF ELECTION TO EXERCISE WARRANT FOR**
**HOLDERS OF DIRECT REGISTRATION WARRANTS**

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Demand Notes each with a principal amount of $_____

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by _____ Warrants to purchase _____ Demand Notes of Hornbeck Offshore Services, Inc. (the "Company"), each with a principal amount of _____, at the Exercise Price as determined in accordance with Section 5(b) of the Warrant Agreement.

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such Demand Notes $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

If the undersigned will be receiving the Demand Notes issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Demand Notes issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Demand Notes purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the Demand Notes are evidenced by global securities, the Demand Notes shall be registered in the name of the Depository or its nominee.

Dated:_____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER:_____
(PLEASE PRINT)

ADDRESS:_____

_____

CONTACT NAME: _____

ADDRESS:_____

_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED:

_____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE". WARRANT HOLDER DELIVERING THE WARRANTS:

ACCOUNT TO WHICH THE DEMAND NOTES ARE TO BE CREDITED:
_____

DEPOSITORY ACCOUNT NO.:_____

FILL IN FOR DELIVERY OF THE DEMAND NOTES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME:_____
___
(PLEASE PRINT)

ADDRESS:_____

_____

CONTACT NAME:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____

NUMBER WARRANTS BEING EXERCISED:_____

NUMBER OF DEMAND NOTES FOR WHICH THE WARRANTS ARE BEING EXERCISED:_____

PRINCIPAL AMOUNT OF EACH DEMAND NOTE BEING EXERCISED_____

Signature: _____

_____

Name: _____

_____

Capacity in which signing: _____

_

Signature Guaranteed

BY: _____

_____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT B**
**FORM OF ASSIGNMENT**

(TO BE EXECUTED BY THE REGISTERED HOLDER
IF SUCH HOLDER DESIRES TO TRANSFER A WARRANT)

FOR VALUE RECEIVED, the undersigned registered holder hereby sells, assigns and transfers unto

_____

Name of Assignee

_____

Address of Assignee

Warrants to purchase _____ Demand Notes each with a principal amount of $_____ held by the undersigned, together with all right, title and interest therein, and does irrevocably constitute and appoint attorney, to transfer such Warrants on the books of the Warrant Agent, with full power of substitution.

_____

Signature

_____

Date

_____

Social Security or Other Taxpayer Identification Number of Assignee

SIGNATURE GUARANTEED BY:

_____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT C**
**WARRANT SUMMARY**

NUMBER OF WARRANTS: [•] Warrants, as described in the Jones Act Anti-Dilution Warrant Agreement dated as of September 4, 2020 between Hornbeck Offshore Services, Inc. (the "Company") and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent") (as supplemented or amended, the "Warrant Agreement"), each of which is exercisable for one Demand Note of the Company. This summary is not complete and reference is made to the Warrant Agreement for the terms of the Warrants. In the event of any conflict, the terms of the Warrant Agreement shall control.

EXERCISE PRICE: $0.00 per Demand Note.

PRINCIPAL AMOUNT: $[•] per Demand Note.

JONES ACT LIMITATIONS ON EXERCISE OR CONVERSION: The right to exercise or convert Warrants is subject to the limitations on ownership and control of the capital stock of the Company by Non-U.S. Citizens set forth in the Warrant Agreement.

SETTLEMENT:

Settlement: The Company shall deliver, against payment of the Exercise Price, a number of Demand Notes equal to the number of Warrants exercised.

DATES OF EXERCISE OR CONVERSION: At any time, and from time to time, prior to the close of business on the Expiration Date.

EXPIRATION DATE: The twenty-fifth (25th) anniversary of the date that the Warrants are issued.

**EXHIBIT D**
**FORM OF DEMAND NOTE**

**Attached.**

THE DEMAND NOTE REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NON-INTEREST BEARING DEMAND NOTE

OF

HORNBECK OFFSHORE SERVICES, INC.

$**[•]** Date of Issue: **[•]**

FOR VALUE RECEIVED, THE UNDERSIGNED, Hornbeck Offshore Services, Inc. (the "Company"), HEREBY PROMISES TO PAY on demand to the order of **[•]**, (the "Holder"), the principal sum of $**[•]** in lawful money of the United States of America by certified check or wire transfer of immediately available funds to an account specified in writing by the Holder. Reference is made to that certain Jones Act Anti-Dilution Warrant Agreement, dated as of September 4, 2020, between the Company and American Stock Transfer & Trust Company, LLC (as amended, supplemented or otherwise modified from time to time, the "Warrant Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Warrant Agreement.

Interest shall not accrue in respect of this Demand Note. Neither this Demand Note nor any rights or obligations hereunder may be transferred or assigned at any time in whole or in part without the prior written consent of the Company. This Demand Note may only be amended or modified by written agreement signed by both the Company and the Holder.

The Company reserves the right to prepay the Demand Note in full or in part at any time without penalty or otherset-aside, whereupon the principal amount or the applicable portion thereof of the Demand Note shall become immediately due and payable by certified check or wire transfer of immediately available funds to such account as the Holder shall specify in writing to the Company.

The Company hereby waives presentment and demand for payment, protest, notice of protest andnon- payment, notice of dishonor or any other notice not expressly provided for herein, and agrees that Company's liability in respect of this Demand Note shall not be affected by any extension in the time of payment hereof.

The Company agrees to pay all expenses, including collection costs and reasonable attorneys' fees, in connection with the enforcement of this Demand Note.

This Demand Note is one of the Demand Notes referred to in the Warrant Agreement. This Demand Note is entitled to the benefits of the Warrant Agreement. THIS DEMAND NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF DELAWARE. Each of the Company and the Holder irrevocably submits to the jurisdiction of the Delaware Chancery Court; provided that if such court does not have jurisdiction,

then the United States District Court for the District of Delaware, with respect to any suit, action or proceeding arising out of or relating to this Demand Note, and each irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Company and the Holder hereby agree to waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Demand Note.

[*Signature page follows*]

IN WITNESS WHEREOF, the Company has caused this Demand Note to be executed by a duly authorized officer to evidence the Demand Note issued pursuant to the Warrant Agreement.

**HORNBECK OFFSHORE SERVICES, INC.**

By: _____
Name:
Title:

*[Signature Page to Demand Note]*

**Exhibit 4.5**

*Execution Version*

CREDITOR WARRANT AGREEMENT

Between

Hornbeck Offshore Services, Inc.,
AS ISSUER,

And

Computershare, Inc. and
Computershare Trust Company, N.A.,
collectively, AS WARRANT AGENT

September 4, 2020

**TABLE OF CONTENTS**

This CREDITOR WARRANT AGREEMENT (this "Agreement") is dated as of September 4, 2020, between Hornbeck Offshore Services, Inc., a Delaware corporation, as issuer (the "Company"), and Computershare, Inc., a Delaware corporation, and its wholly owned subsidiary, Computershare Trust Company, N.A., a federally chartered trust company (collectively, including any successors thereto, the "Warrant Agent").

WITNESSETH

WHEREAS, in connection with the financial restructuring of the Company and certain of its subsidiaries (collectively, the "Debtors") pursuant to the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization (the "Plan") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101*et. seq.*, the Company has agreed to issue to certain creditors of the Company as of immediately prior to the consummation of the restructuring contemplated by the Plan warrants which are exercisable or convertible to purchase (i) shares of the Company's common stock, par value $0.00001 per share ("Common Stock"), or (ii) Warrants (as defined in the Jones Act Warrant Agreement), as determined herein, subject to adjustment as provided herein (the "Warrants");

WHEREAS, the Company desires to engage the Warrant Agent to act on behalf of the Company in connection with the issuance, registration, transfer, exchange, replacement, exercise, conversion and cancellation of the Warrants;

WHEREAS, the Warrant Agent, at the request of the Company, has agreed to act as the agent of the Company in connection with the issuance, transfer, exchange, replacement, exercise and conversion of the Warrants as provided herein; and

WHEREAS, the Company desires to enter into this Agreement to set forth the terms and conditions of the Warrants and the rights of the Holders thereof.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein set forth, the parties hereto agree as follows:

SECTION 1. Certain Defined Terms. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the meanings specified in this Section 1. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Securityholders Agreement (as defined below).

"Act of Bankruptcy" means, with respect to any Person, the occurrence of any of the following events, conditions or circumstances: (a) such Person files a voluntary petition in bankruptcy or files any petition or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the Bankruptcy Code or any present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency, reorganization or other relief for debtors, or seeks or consents to, or acquiesces in, the appointment of any trustee, receiver, conservator or liquidator of such Person or of all or any substantial part of its properties (the term "acquiesce," as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within twenty (20) days, after entry of such order, judgment or decree); or (b) such Person makes a general assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Affected Holder" has the meaning specified in Section 16 hereof.

"Affiliate" means, with respect to any Person, any Person who, directly or indirectly, Controls, is Controlled by or is under common Control with that Person; *provided*, *however*, that for the avoidance of doubt no Holder shall be deemed an affiliate of any other Holder solely on account of ownership of Equity Securities of the Company or being party to the Securityholders Agreement, and no Holder shall be deemed an affiliate of the Company solely on account of being party to the Securityholders Agreement.

"Agreement" has the meaning specified in the preamble hereof.

"Applicable Law" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority, including the Jones Act; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Appropriate Officer" has the meaning specified in Section 3(c) hereof.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ § 101 et seq.

"Board" means the board of directors (or other applicable governing body) of the Company.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which state or federally chartered banking institutions in New York City, New York are not required to be opened.

"Cash Closing" has the meaning specified in Section 6(g) hereof.

"Cash Sale" means any merger, consolidation or other similar transaction to which the Company is a party and in which holders of Common Stock as of immediately prior to the consummation of such transaction (other than with respect to treasury shares and any shares of Common Stock held by the purchasing party(ies) in such transaction) are entitled to receive consideration consisting solely of cash upon cancellation of such Common Stock in such transaction.

"Cashless Conversion" has the meaning specified in Section 5(c)(ii) hereof.

"Charter" means, with respect to any Person, such Person's certificate or articles of incorporation, certificate of formation, articles of association or similar organizational document, in each case as may be amended from time to time.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" has the meaning specified in the recitals hereof.

"Company Liquidation Event" means any liquidation, dissolution or winding-up of the affairs of the Company, the termination of the legal existence of the Company or any Act of Bankruptcy or any other similar event or proceeding with respect to the Company, whether voluntary or involuntary, pursuant to which the holders of Common Stock are (subject to the liquidation preferences set forth in the Company's Charter) entitled to receive consideration consisting solely of cash.

"Control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract (including proxy) or otherwise. The terms "Controlled", "Controlled by" or "under common Control with" shall have correlative meanings.

"Convertible Securities" means any securities (directly or indirectly) convertible into or exchangeable or exercisable for Common Stock, but excluding Options.

"Definitive Warrants" has the meaning specified in Section 4(h)(i) hereof.

"Depository" has the meaning specified in Section 3(b) hereof.

"Direct Registration Warrant" has the meaning specified in Section 3(a) hereof.

"Effective Date" means September 4, 2020.

"Excess Shares" has the meaning specified in the Company's Charter.

"Exchange Act" has the meaning specified in Section 4(h)(i) hereof.

"Exercise Price" means the initial exercise price for the Warrants as set forth in Section 5(b) hereof, as it may be adjusted from time to time as provided herein.

"Expiration Date" has the meaning specified in Section 5(a) hereof.

"Fair Market Value" shall mean (i) with respect to Common Stock, at any time the Common Stock is listed or quoted for trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, OTC Bulletin Board or any other national securities exchange, the arithmetic average of the daily VWAP of a share of Common Stock for the ten (10) consecutive trading days on which shares of Common Stock traded immediately preceding the date of measurement; or (ii) otherwise, the value of an asset as reasonably determined in good faith by the Board assuming such asset was sold in an arm's-length transaction between a willing buyer and a willing seller occurring on the date of valuation, taking into account all relevant factors determinative of value (and giving effect to any transfer taxes payable in connection with such sale). For all purposes hereunder, the determination of the Fair Market Value by the Board (or compensation committee or similar committee of the Board) shall be deemed conclusive, final and binding (and shall not be subject to collateral attack for any reason).

"Fully Diluted Basis" means the aggregate number of issued and outstanding shares of Common Stock after giving effect to a hypothetical conversion, or exercise, as applicable, of all of the issued and outstanding Warrants (as defined in the Jones Act Warrant Agreement) (and not, for the avoidance of doubt, the Warrants) into shares of Common Stock, without regard to whether such Warrants (as defined in the Jones Act Warrant Agreement) are then convertible or exercisable in accordance with their terms or the terms of the Company's Charter (but disregarding and without giving effect to the issuance, conversion or exercise, as applicable, of any Common Stock, Common Stock Equivalent or other Equity Security of the Company issued or issuable pursuant to the MIP).

"Funds" has the meaning specified in Section 12(q) hereof.

"Global Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, including the U.S. Coast Guard, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Holder" means the beneficial or registered holder or holders of Warrants, unless the context otherwise requires.

"Individual Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Jones Act" shall mean, collectively, the U.S. citizenship and cabotage laws principally contained in 46 U.S.C. § 50501(a), (b) and (d), and 46 U.S.C. Chapters 121 and 551 and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the U.S. Coast Guard and the U.S. Maritime Administration and their practices enforcing, administering and interpreting such laws, statutes, rules and regulations, in each case as amended or supplemented from time to time, relating to the ownership and operation of U.S.-flag vessels in the U.S. Coastwise Trade.

"Jones Act Warrant Agreement" means that certain Jones Act Warrant Agreement, dated as of September 4, 2020, by and between the Company and the Warrant Agent, as may be amended from time to time.

"MIP" has the meaning specified in the Securityholders Agreement.

"Non-U.S. Citizen" means any Person who is not a U.S. Citizen.

"Options" means any warrants or other rights or options to subscribe for or purchase Common Stock or Convertible Securities.

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

"Plan" has the meaning specified in the recitals hereof.

"Reference Date" has the meaning specified in Section 6(f) hereof.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

"Securityholders Agreement" means that certain Securityholders Agreement, dated as of September 4, 2020, by and between the Company and the holders of Common Stock, Warrants and/or Warrants (as defined in the Jones Act Warrant Agreement) party thereto from time to time, as may be amended from time to time.

"Settlement Date" means the date that is the third Business Day after a Warrant Exercise Notice is delivered.

"Signature Guarantee" has the meaning specified in Section 4(c)(ii).

"U.S. Citizen" shall mean a citizen of the United States within the meaning of the Jones Act, eligible and qualified to own and operate U.S.-flag vessels in the U.S. Coastwise Trade.

"U.S. Coastwise Trade" shall mean the carriage or transport of merchandise or passengers in the coastwise trade of the United States of America within the meaning of 46 U.S.C. Chapter 551 and any successor statutes thereto, as amended or supplemented from time to time.

"U.S. Maritime Laws" has the meaning specified in the Company's Charter.

"VWAP" means, for any trading day, the price for shares of Common Stock determined by the daily volume weighted average price per share of Common Stock for such trading day on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market, as the case may be, in each case, for the regular trading session (including any extensions thereof, without regard to pre-open or after hours trading outside of such regular trading session), or if shares of Common Stock are not listed or quoted on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market, as reported by the principal U.S. national or regional securities exchange on which shares of Common Stock are then listed or quoted, whichever is applicable, as published by Bloomberg at 4:15 P.M., New York City time (or 15 minutes following the end of any extension of the regular trading session), on such trading day.

"Warrant Agent" has the meaning specified in the preamble hereof.

"Warrant Agent Office" has the meaning specified in Section 4(g)(iv) hereof.

"Warrant Certificate" has the meaning specified in Section 3(b) hereof.

"Warrant Exercise Notice" has the meaning specified in Section 5(c)(i) hereof.

"Warrant Register" has the meaning specified in Section 3(d) hereof.

"Warrant Shares" has the meaning specified in Section 3(a) hereof.

"Warrant Spread" has the meaning specified in Section 6(g) hereof.

"Warrant Statement" has the meaning specified in Section 3(b) hereof.

"Warrant Summary" has the meaning specified in Section 3(b) hereof.

"Warrants" has the meaning specified in the recitals hereof.

SECTION 2. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company in accordance with the express terms and conditions set forth in this Agreement (and no implied terms and conditions), and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Agreement.

SECTION 3. Issuance of Warrants; Form, Execution and Delivery.

(a) Issuance of Warrants. On the Effective Date, the Warrants shall be issued by the Company in the amounts and to the recipients specified in the Warrant Allocation Schedule attached hereto as Exhibit A. In accordance with Section 4 hereof and the Plan, the Company shall initially cause the Warrants to be issued in the form of Individual Warrant Certificates or by book-entry registration on the books and records of the Warrant Agent ("Direct Registration Warrants"). Thereafter, at the Company's option, the Company may, in its sole discretion, cause to be issued to the Depository one or more Global Warrant Certificates evidencing the Warrants and, in such event, the Company shall cause to be issued to the applicable registered Holders Warrants in the form of Global Warrant Certificates through the facilities of the Depository. Each Direct Registration Warrant and each Warrant evidenced by a Global Warrant Certificate or Individual Warrant Certificate shall entitle the Holder, upon proper exercise and payment or conversion of such Warrant, to receive from the Company, as adjusted as provided herein and subject to the Jones Act limitations on ownership of shares of Common Stock by Non-U.S. Citizens set forth in Section 5(m) hereof, if applicable, (i) one share of Common Stock or (ii) a number of Warrants (as defined in the Jones Act Warrant Agreement) exercisable or convertible into one share of Common Stock, as determined herein. The shares of Common Stock or Warrants (as defined in the Jones Act Warrant Agreement), as determined herein (as adjusted pursuant to Section 6 hereof), deliverable upon proper exercise or conversion of the Warrants are referred to herein as "Warrant Shares".

(b) Form of Warrant. Subject to Section 4 of this Agreement, each of the Warrants shall be issued (i) in certificated form in the form of one or more individual certificates (the "Individual Warrant Certificates") in substantially the form of Exhibit B-2 attached hereto, with the form of assignment to be printed on the reverse thereof, in substantially the form set forth in Exhibit C attached hereto, and/or (ii) in the form of Direct Registration Warrants reflected on statements issued by the Warrant Agent from time to time to the Holders thereof reflecting such book-entry position (the "Warrant Statements"); *provided*, that following the Effective Date, the Company may, in its sole discretion, issue, and allow the Warrants to be exchanged for, beneficial interests in one or more global certificates (the "Global Warrant Certificates") in substantially the form of Exhibit B-1 attached hereto, with the form of assignment to be printed on the reverse thereof, in

substantially the form set forth in Exhibit C attached hereto. Upon the issuance of the Global Warrant Certificates, any Individual Warrant Certificates or Direct Registration Warrants that are not subject to any transfer restrictions under applicable securities laws may be exchanged at any time for Global Warrant Certificates representing a corresponding number of Warrants, in accordance with Section 4(d) and the applicable procedures of the Depository and the Warrant Agent. The Warrant Statements representing Warrants shall include as an attachment thereto the "Warrant Summary" as set forth in Exhibit D attached hereto. The Global Warrant Certificates and Individual Warrant Certificates (collectively, the "Warrant Certificates") and Warrant Statements may bear such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules and regulations of The Depository Trust Company or any successor thereof (the "Depository") in the case of the Global Warrant Certificates, with any law or with any rules made pursuant thereto or with any rules of any securities exchange or as may be determined, consistently herewith and reasonably acceptable to the Warrant Agent and provided, in each case, that they do not affect the rights, duties, obligations, responsibilities, liabilities or indemnities of the Warrant Agent, by (i) in the case of Warrant Certificates, the Appropriate Officers executing such Warrant Certificates, as evidenced by their execution of the Warrant Certificates and (ii) in the case of Warrant Statements, any Appropriate Officer. The Global Warrant Certificates shall be deposited as and when appropriate with the Warrant Agent and registered in the name of Cede & Co. or any successor thereof, as the Depository's nominee. Each Warrant Certificate shall represent such number of the outstanding Warrants as specified therein, and each shall provide that it shall represent the aggregate amount of outstanding Warrants from time to time endorsed thereon and that the aggregate amount of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, in accordance with the terms of this Agreement.

(c) Execution of Warrants. Warrant Certificates shall be signed on behalf of the Company by its Chief Executive Officer, its President, its Chief Financial Officer, its General Counsel, its Treasurer or any Executive or Senior Vice President of the Company (each, an "Appropriate Officer"), and by the Corporate Secretary or any Assistant Corporate Secretary of the Company. Each such signature upon the Warrant Certificates may be in the form of an electronic signature of any such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary and may be imprinted or otherwise reproduced on the Warrant Certificates and for that purpose the Company may adopt and use the electronic signature of any Appropriate Officer, the Corporate Secretary or any Assistant Corporate Secretary who shall have been serving as an Appropriate Officer, the Corporate Secretary, or an Assistant Corporate Secretary at the time of entering into this Agreement or issuing such Warrant Certificate. If any Appropriate Officer, the Corporate Secretary or any Assistant Corporate Secretary who shall have signed any of the Warrant Certificates shall cease to be such Appropriate Officer, the Corporate Secretary or an Assistant Corporate Secretary before the Warrant Certificates so signed shall have been countersigned by the Warrant Agent or disposed of by the Company, such Warrant Certificates nevertheless may be countersigned and delivered or disposed of as though such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary had not ceased to be such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary, and any Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Warrant Certificate, shall be a proper Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary, although at the date of the execution of this Agreement any such person was not such Appropriate Officer, Corporate Secretary or Assistant Corporate Secretary. Warrant Certificates shall be dated the date of countersignature by the Warrant Agent and shall represent one or more whole Warrants.

(d) Countersignature. Upon receipt of a written order of the Company signed by an Appropriate Officer instructing the Warrant Agent to countersign and accompanied by Warrant Certificates duly executed on behalf of the Company, the Warrant Agent shall countersign (in manual, facsimile or electronic form) one or more Warrant Certificates evidencing the Warrants and shall deliver such Warrant Certificates to or upon such written order of the Company. Such written order of the Company shall specifically state the number of Warrants that are to be represented by such Warrant Certificate and the Warrant Agent may rely conclusively on such order. Each Warrant shall be, and shall remain, subject to the provisions of this Agreement until such time as all of the Warrants evidenced thereby shall have been duly exercised or converted or shall have expired or been canceled in accordance with the terms hereof. Each Holder shall be bound by all of the terms and provisions of this Agreement (a copy of which is available on request to the Corporate Secretary of the Company) and any amendments thereto as fully and effectively as if such Holder had signed the same. No Warrant Certificate shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable or convertible, until such Warrant Certificate has been countersigned by the manual, facsimile or electronic signature of the Warrant Agent. Such signature by the Warrant Agent upon any Warrant Certificate executed by the Company shall be conclusive evidence that such Warrant Certificate so countersigned has been duly issued hereunder. The Warrant Agent shall keep, at an office designated for such purpose, books (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, it shall register any Warrant Certificates or Direct Registration Warrants and exchanges and transfers of outstanding Warrants in accordance with the procedures set forth in Section 4 of this Agreement, all in form satisfactory to the Company and the Warrant Agent. The Company or the Warrant Agent may require payment of a sum sufficient to cover any stamp or other tax or other governmental charge that may be imposed on the Holder in connection with any such exchange or registration of transfer. The Warrant Agent shall have no obligation to effect an exchange or register a transfer unless and until any payments required by the immediately preceding sentence have been made. Prior to due presentment for registration of transfer or exchange of any Warrant in accordance with the procedures set forth in this Agreement, the Warrant Agent and the Company may deem and treat the Person in whose name any Warrant is registered as the absolute owner of such Warrant (notwithstanding any notation of ownership or other writing made in a Warrant Certificate by anyone), for the purpose of any exercise or conversion thereof, any distribution to the Holder thereof and for all other purposes.

SECTION 4. Transfer or Exchange.

(a) Transfer and Exchange of Global Warrant Certificates or Beneficial Interests Therein The transfer and exchange of Global Warrant Certificates or beneficial interests therein shall be effected through the Depository, in accordance with the terms of this Agreement and the Warrant Certificates and the procedures of the Depository.

(b) Exchange of a Beneficial Interest in a Global Warrant Certificate for an Individual Warrant Certificate or Direct Registration Warrant

(i) Any Holder of a beneficial interest represented by a Global Warrant Certificate may, upon request, exchange such beneficial interest for a Direct Registration Warrant or a Warrant represented by an Individual Warrant Certificate. A transferor of a beneficial interest represented by a Global Warrant Certificate (or the Depository or its nominee on behalf of such transferor) shall, but only to the extent required by the procedures of the Depository and the Warrant Agent in connection with such transfer or exchange, deliver to the Warrant Agent (I) written instructions or such other form of instructions as is customary for the Depository on behalf of any Person having a beneficial interest in a Global Warrant Certificate, and all other reasonably necessary information, and (II) an instruction of transfer in form reasonably satisfactory to the Warrant Agent which, with respect to a transfer of a Global Warrant Certificate only, shall be properly completed, duly authorized in writing and duly executed by the Holder thereof or by such Holder's attorney. Upon satisfaction of the conditions in this Section 4(b)(i), the Warrant Agent shall cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by the Global Warrant Certificate to be reduced by the number of Warrants to be represented by an Individual Warrant Certificate or Direct Registration Warrant, as the case may be, to be issued in exchange for the beneficial interest of such Person in the Global Warrant Certificate and, following such reduction, (A) in the case of an exchange for an Individual Warrant Certificate (x) the Company shall issue and the Warrant Agent shall either manually, facsimile or electronically countersign an Individual Warrant Certificate representing the appropriate number of Warrants and (y) the Warrant Agent shall deliver such Individual Warrant Certificate to the registered Holder thereof, or (B) in the case of an exchange for a Direct Registration Warrant, the Warrant Agent shall register such Direct Registration Warrants in accordance with such written instructions from the Depository and deliver to such Holder a Warrant Statement.

(ii) Warrants represented by an Individual Warrant Certificate issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 4(b) shall be issued in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent. The Warrant Agent shall deliver Individual Warrant Certificates evidencing such issuance to the Persons in whose names such Individual Warrant Certificates are so issued. Direct Registration Warrants issued in exchange for a beneficial interest in a Global Warrant Certificate pursuant to this Section 4(b) shall be registered in such names as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Warrant Agent.

(c) Transfer and Exchange of Individual Warrant Certificates or Direct Registration Warrants. When the registered Holder of an Individual Warrant Certificate or Direct Registration Warrant has presented to the Warrant Agent a written request:

(i) to register the transfer of any Individual Warrant Certificate or Direct Registration Warrant; or

(ii) to exchange any Individual Warrant Certificate or Direct Registration Warrant for a Direct Registration Warrant or an Individual Warrant Certificate, respectively, representing an equal number of Warrants of authorized denominations,

the Warrant Agent shall register the transfer or make the exchange as requested if (x) its customary requirements for such transactions are met and (y) such transfer or exchange otherwise satisfies the provisions of this Agreement; *provided*, *however*, that the Warrant Agent has received a written instruction of transfer or exchange, as applicable, in form reasonably satisfactory to the Warrant Agent, properly completed and duly executed by the Holder thereof or by his attorney, accompanied by a signature guarantee ("Signature Guarantee") from an eligible guarantor institution participating in a signature guarantee program approved by the Securities Transfer Association, duly authorized in writing and a written order of the Company signed by an Appropriate Officer authorizing such exchange. A party requesting transfer of Warrants must provide any evidence of authority that may be reasonably required by the Warrant Agent.

(d) Restrictions on Transfer and Exchange of Individual Warrant Certificates or Direct Registration Warrants for a Beneficial Interest in a Global Warrant Certificate. Neither an Individual Warrant Certificate nor a Direct Registration Warrant may be exchanged for a beneficial interest in a Global Warrant Certificate pursuant to this Agreement except, following the issuance of a Global Warrant Certificate by the Company, upon satisfaction of the requirements set forth below. Upon receipt by the Warrant Agent of the Company's written approval and appropriate instruments of transfer, accompanied by a Signature Guarantee, with respect to an Individual Warrant Certificate or Direct Registration Warrant that is not subject to transfer restrictions under applicable securities laws, in form reasonably satisfactory to the Warrant Agent, together with written instructions directing the Warrant Agent to make, or to direct the Depository to make, an endorsement on the applicable Global Warrant Certificate to reflect an increase in the number of Warrants represented by such Global Warrant Certificate equal to the number of Warrants represented by such Individual Warrant Certificate or Direct Registration Warrant, and all other necessary information, then the Warrant Agent shall cancel such Individual Warrant Certificate or Direct Registration Warrant on the Warrant Register and cause, or direct the Depository to cause, in accordance with the standing instructions and procedures existing between the Depository and the Warrant Agent, the number of Warrants represented by such Global Warrant Certificate to be increased accordingly. Any such transfer shall be subject to the Company's prior written approval.

(e) Restrictions on Transfer and Exchange of Global Warrant Certificates. Notwithstanding any other provisions of this Agreement (other than the provision set forth in Section 4(f)), a Global Warrant Certificate may not be transferred as a whole except by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

(f) Cancellation of Warrant Certificate.

(i) At such time as all beneficial interests in Warrant Certificates and Direct Registration Warrants have been exchanged for Warrant Shares in accordance herewith, redeemed, repurchased or cancelled, all Warrant Certificates shall be returned to, or cancelled and retained pursuant to Applicable Law by, the Warrant Agent, upon written instructions from the Company reasonably satisfactory to the Warrant Agent.

(ii) If at any time the Depository for the Global Warrant Certificates notifies the Company that the Depository is unwilling or unable to continue as Depository for the Global Warrant Certificates and a successor Depository for the Global Warrant Certificates is not appointed by the Company within ninety (90) days after delivery of such notice, then the Warrant Agent, upon written instructions signed by an Appropriate Officer of the Company, shall register Individual Warrants Certificates and Direct Registration Warrants, in an aggregate number equal to the number of Warrants represented by the Global Warrant Certificates, in exchange for such Global Warrant Certificates.

(g) Obligations with Respect to Transfers and Exchanges of Warrants.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Warrant Agent is hereby authorized to countersign, either by manual, facsimile or electronic signature, in accordance with the provisions of this Section 4, Warrant Certificates, as required pursuant to the provisions of this Section 4.

(ii) All Warrant Certificates or Direct Registration Warrants issued upon any registration of transfer or exchange shall be the valid obligations of the Company, entitled to the same benefits under this Agreement as the Warrant Certificates or Direct Registration Warrants surrendered upon such registration of transfer or exchange.

(iii) So long as the Depository, or its nominee, is the registered owner of a Global Warrant Certificate, the Depository or such nominee, as the case may be, will be considered the sole owner or Holder represented by such Global Warrant Certificate for all purposes under this Agreement, including, without limitation, for the purposes of (a) giving notices with respect to such Warrants and (b) registering transfers with respect to such Warrants. Neither the Company nor the Warrant Agent, in its capacity as registrar for such Warrants, will have any responsibility or liability for any aspect of the records relating to beneficial interests in a Global Warrant Certificate or for maintaining, supervising or reviewing any records relating to such beneficial interests.

(iv) The Warrant Agent shall register the transfer of any outstanding Warrants in the Warrant Register at the Warrant Agent office designated for such purpose (the "Warrant Agent Office") upon (a) receipt of all information required to be delivered hereunder, (b) if applicable, surrender of duly endorsed Warrant Certificates representing such Warrants, and (c) receipt of a completed form of assignment duly authorized in writing substantially in the form attached as Exhibit C hereto, as the case may be, duly signed by the Holder thereof or by the duly appointed legal representative thereof or by such Holder's attorney, accompanied by a Signature Guarantee. Upon any such registration of transfer, a new Warrant Certificate or Warrant Statement, as the case may be, shall be issued to the transferee.

(v) The Warrant Agent shall not undertake the duties and obligations of a stock transfer agent under this Agreement, or otherwise, including, without limitation, the duty to receive, issue or transfer Warrant Shares.

(h) Definitive Warrants.

(i) Beneficial interests represented by a Global Warrant Certificate deposited with the Depository or with the Warrant Agent pursuant to Section 3(b) shall be transferred to each beneficial owner thereof in the form of Warrant Certificates in a definitive form that is not deposited with the Depository or with the Warrant Agent as custodian for the Depository ("Definitive Warrants") evidencing a number of Warrants equivalent to such owner's beneficial interest in such Global Warrant Certificate, in exchange for such Global Warrant Certificate, only if such transfer complies with Section 4(a) and (i) the Depository notifies the Company in writing that it is unwilling or unable to continue as Depository for such beneficial interests represented by such Global Warrant Certificate or if at any time the Depository ceases to be a "clearing agency" registered under the Securities and Exchange Act of 1934, as amended, or the rules promulgated thereunder (the "Exchange Act"), and, in each such case, a successor Depository is not appointed by the Company within ninety (90) days of such notice or (ii) upon the request of any Holder or beneficial owner, if the Company shall be adjudged bankrupt or insolvent or makes an assignment for the benefit of its creditors or institutes proceedings to be adjudicated bankrupt or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under federal bankruptcy laws or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or custodian of all or any substantial part of its property, or shall admit in writing its inability to pay or meet its debts as they mature, or if a receiver or custodian of it or all or any substantial part of its property shall be appointed, or if a public officer shall have taken charge or control of the Company or of its property or affairs, for the purpose of rehabilitation, conservation or liquidation.

(ii) Any beneficial interests represented by a Global Warrant Certificate that are transferable to the beneficial owners thereof in the form of Definitive Warrants pursuant to this Section 4(h) shall be surrendered by the Depository to the Warrant Agent, to be so transferred, in whole or from time to time in part, without charge, and the Warrant Agent shall if directed by an Appropriate Officer of the Company countersign, by either manual, facsimile or electronic signature, and deliver to each beneficial owner in the name of such beneficial owner, upon such transfer of each portion of such beneficial interests represented by a Global Warrant Certificate, Definitive Warrants evidencing a number of Warrants equivalent to such beneficial owner's beneficial interest in the Global Warrant Certificate. The Warrant Agent shall register such transfer in the Warrant Register, and upon such transfer the surrendered Global Warrant Certificate shall be cancelled by the Warrant Agent.

(iii) All Definitive Warrants issued upon registration of transfer pursuant to this Section 4(h) shall be valid obligations of the Company, evidencing the same obligations of the Company and entitled to the same benefits under this Agreement and the Global Warrant Certificate surrendered for registration of such transfer.

(iv) Subject to the provisions of Section 4(h)(ii), the registered Holder of a Global Warrant Certificate may grant proxies and otherwise authorize any Person to take any action that such Holder is entitled to take under this Agreement or the Warrants.

(v) In the event of the occurrence of any of the events specified in Section 4(h)(i), the Company will promptly make available to the Warrant Agent a reasonable supply of Definitive Warrants necessary to comply with this Agreement in definitive, fully registered form.

(vi) Neither the Company nor the Warrant Agent shall be liable or responsible for any registration or transfer of any Warrants that are registered or to be registered in the name of a fiduciary or the nominee of a fiduciary.

(i) Securityholders Agreement. Notwithstanding anything herein to the contrary, no Person may Transfer any Warrant except in compliance with the provisions of the Securityholders Agreement, if the Securityholders Agreement is then in effect.

SECTION 5. Duration and Exercise of Warrants.

(a) Expiration Date. The Warrants may be exercised only during the period commencing on the Effective Date and expiring on the date that is the seventh ($7^{th}$) anniversary of the Effective Date (the "Expiration Date"). After 5:00 p.m. New York City time on the Expiration Date, the Warrants will become void and without further legal effect, and all rights thereunder and all rights in respect thereof under this Agreement shall cease as of such time.

(b) Exercise Price. The Exercise Price for the Warrants shall be $27.83 per Warrant Share (subject to adjustment as provided herein).

(c) Manner of Exercise.

(i) Cash Payment. Subject to the provisions of this Agreement, including the Jones Act limitations on ownership and control of capital stock of the Company by Non-U.S. Citizens, including those set forth in Section 5(m) hereof and the adjustments contained in Section 6 hereof, each Warrant shall entitle the Holder thereof to purchase from the Company one fully paid and nonassessable (if applicable) Warrant Share at the Exercise Price. All or any of the Warrants represented by a Warrant Certificate or in the form of Direct Registration Warrants may be exercised by the registered Holder thereof during normal business hours on any Business Day, by delivering (A) written notice of such election (a "Warrant Exercise Notice") to exercise Warrants to the Company (at the address set forth in Section 15 hereof) and the Warrant Agent at the Warrant Agent Office, no later than 5:00 p.m., New York City time, on the Expiration Date, which Warrant Exercise Notice shall be (i) substantially in the "Form of Election" set forth in Exhibit B-1, in the case of Warrants represented by a Global Warrant Certificate or otherwise in accordance with applicable procedures of the Depository, (ii) substantially in the "Form of Election" set forth in Exhibit B-2, in the case of Warrants represented by Individual Warrant Certificates and (iii) substantially in the form set forth in Exhibit B-3, in the case of Direct Registration Warrants; and (B) by no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date, such Warrants to the Warrant Agent (by book-entry transfer through the facilities of the Depository, if such Warrants are represented by a Global Warrant Certificate), accompanied by a Signature Guarantee and payment in full in respect of each Warrant that is exercised (which shall be made by delivery of a certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer to an account specified in writing by the Company or the Warrant Agent in immediately available funds or, in respect of

any Global Warrant Certificate, otherwise in accordance with applicable procedures of the Depository). Such payment shall be in an amount equal to the product of the number of Warrant Shares designated in such Warrant Exercise Notice multiplied by the Exercise Price for the Warrants being exercised, in each case as adjusted herein. Upon such surrender and payment, such Holder shall thereupon be entitled to receive the number of duly authorized, validly issued, and (if applicable) fully paid and nonassessable, Warrant Shares as set forth in Section 5(d), Section 5(h) and Section 5(i).

(ii) Cashless Conversion. Subject to the provisions of this Agreement, the Holder shall have the right, in lieu of paying the Exercise Price of Warrants in cash, to instruct the Company in writing to reduce the number of Warrant Shares issuable pursuant to the conversion of such Warrants (the "Cashless Conversion") in accordance with the following formula:

$X = (Y \times (A - B)) \div A$

Where:

X = the number of Warrant Shares to be issued to the Holder upon conversion of the Warrants

Y = the total number of Warrant Shares for which the Holder has elected to exercise the applicable Warrants as of the day the Warrant Exercise Notice is delivered to the Warrant Agent

A = the Fair Market Value of one Warrant Share determined as of the day the Warrant Exercise Notice is delivered to the Warrant Agent

B = the exercise price which would otherwise be payable in cash for one Warrant Share determined as of the day the Warrant Exercise Notice is delivered to the Warrant Agent

If the Exercise Price of the aggregate number of Warrants being converted exceeds the Fair Market Value at the time of such conversion of the aggregate number of Warrant Shares issuable upon such conversion, then no Warrant Shares will be issuable pursuant to the Cashless Conversion. The Holder shall effect a Cashless Conversion by indicating on a duly executed Warrant Exercise Notice that the Holder wishes to effect a Cashless Conversion. Upon receipt of such election to effect a Cashless Conversion, the Warrant Agent will promptly request the Company to confirm the number of Warrant Shares issuable in connection with the Cashless Conversion. The Company shall calculate and transmit to the Warrant Agent in a written notice the number of Warrant Shares issuable in connection with any Cashless Conversion.

(d) The number of Warrant Shares to be issued on such exercise or conversion will be determined by the Company (with written notice thereof to the Warrant Agent) in accordance with Section 5(c). The Warrant Agent shall have no duty or obligation to investigate or confirm whether the Company's determination of the number of Warrant Shares to be issued on such exercise or conversion is accurate or correct, nor shall the Warrant Agent have any duty or obligation to take any action with regard to such Warrant exercise or conversion prior to being notified by the Company of the relevant number of Warrant Shares to be issued.

(e) Except as otherwise provided herein, any exercise or conversion of a Warrant pursuant to the terms of this Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(f) Upon receipt of a Warrant Exercise Notice pursuant to Section 5(c), the Warrant Agent shall:

(i) examine such Warrant Exercise Notice and all other documents delivered to it by or on behalf of the Holder as contemplated hereunder to ascertain whether, on their face, such Warrant Exercise Notice and any such other documents have been executed and completed in accordance with their terms;

(ii) endeavor to inform the Company of and cooperate with and assist the Company in resolving any inconsistencies between the Warrant Exercise Notice received and delivery of Warrants to the Warrant Agent's account;

(iii) advise the Company, no later than the Business Day after receipt of such Warrant Exercise Notice, of (a) the receipt of such Warrant Exercise Notice and, subject to Company's approval, the number of Warrants to be exercised or converted in accordance with the terms of this Agreement, (b) the instructions with respect to delivery of the Warrant Shares deliverable upon such exercise or conversion, subject to the timely receipt from the Depository of the necessary information, and (c) such other information as the Company shall reasonably require;

(iv) in the case of Warrants represented by a Global Warrant Certificate, liaise with the Depository and effect such delivery to the relevant accounts at the Depository in accordance with its requirements, if requested by the Company with the delivery of the Warrant Shares and all other necessary information by or on behalf of the Company for delivery to the Depository; and

(v) notify the Company each month of the amount of any funds received by the Warrant Agent for payment of the aggregate Exercise Price in a given month and forward all such funds by the fifth (5th) Business Day of the following month by wire transfer to an account designated by the Company, provided that the Company shall pay wire transfer fees to the Warrant Agent for each such wire pursuant to the mutually agreed upon fee schedule referenced in Section 12(g).

(g) All questions as to the validity, form and sufficiency (including time of receipt) of a Warrant exercise or conversion shall be determined by the Company in its sole discretion in good faith, which determination shall be final and binding. The Company reserves the right to reject any and all Warrant Exercise Notices that it determines are not in proper form or for which any corresponding agreement by the Company to exchange would, in the opinion of the Company, be unlawful or in violation of the Jones Act Restriction as determined in good faith. Such determination by the Company shall be final and binding on the Holders absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise or conversion of Warrants or defects in Warrant Exercise Notices with regard to any particular exercise or conversion of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of any irregularities in any exercise or conversion of Warrants, nor shall they incur any liability for the failure to give such notice.

(h) As soon as reasonably practicable after the exercise or conversion of any Warrant (and in any event not later than five (5) Business Days thereafter), the Company shall issue, or otherwise deliver, in authorized denominations to or upon the order of the Holder, either: (A) if such Holder holds the Warrants being exercised or converted through the Depository's book-entry transfer facilities, by same-day or next-day credit to the Depository for the account of such Holder or for the account of a participant in the Depository the number of Warrant Shares to which such Holder is entitled, in each case registered in such name and delivered to such account as directed in the Warrant Exercise Notice by such Holder or by the direct participant in the Depository through which such Holder is acting (or, if the Common Stock may not then be held in book-entry form through the facilities of the Depository, as set forth in clause (B)); (B) if such Holder holds the Warrants being exercised or converted in the form of Individual Warrant Certificates, a book-entry interest in the number of Warrant Shares to which such Holder is entitled on the books of the Company's transfer agent or, at the Company's option, by delivery to the address designated by such Holder in its Warrant Exercise Notice of a physical certificate or certificates representing the number of Warrant Shares to which such Holder is entitled, in fully registered form, registered in such name or names as may be directed by such Holder (or, if Common Stock at the time of such exercise is held through the facilities of the Depository, as set forth in the foregoing clause (A)); or (C) if such Holder holds the Warrants being exercised or converted in the form of Direct Registration Warrants, a book-entry interest in the number of Warrant Shares to which such Holder is entitled on the books and records of the Company's transfer agent (or, if Common Stock at the time of such exercise is held through the facilities of the Depository, as set forth in the foregoing clause (A)).

If fewer than all of the Warrants evidenced by a Global Warrant Certificate surrendered upon the exercise or conversion of Warrants are exercised or converted at any time prior to the Expiration Date, the Warrant Agent shall cause a notation to be made to the records maintained by the Depository. Subject to Section 5(g), the Person in whose name any certificate or certificates, or any Warrant Exercise Notice, for the Warrant Shares are to be issued (or such Warrant Shares are to be registered, in the case of a book-entry transfer) upon exercise or conversion of a Warrant shall be deemed to have become the Holder of record of such Warrant Shares on the date such Warrant Exercise Notice is delivered.

(i) No fractional Warrant Shares or scrip representing fractional Warrant Shares shall be issued upon any exercise or conversion of Warrants. In lieu of any fractional Warrant Share to which a Holder would otherwise be entitled upon an exercise of Warrants, such Holder shall be entitled to receive a cash payment equal to the value of such fractional Warrant Share based on the Fair Market Value of the Common Stock as of the applicable date of delivery of a Warrant Exercise Notice. The number of full Warrant Shares that shall be issuable upon an exercise of Warrants by a Holder at any time shall be computed on the basis of the aggregate number of Warrant Shares which may be issuable pursuant to the Warrants being exercised by that Holder at that time. The beneficial owners of the Warrants and the Holders, by their acceptance hereof, expressly agree to receive cash in lieu of any fractional Warrant Share in accordance with this Section 5(i) and hereby waive their right to receive a physical certificate representing such fractional Warrant Share upon

exercise of any Warrant. Whenever a payment for fractional Warrant Shares is to be made by the Warrant Agent under any section of this Agreement, the Company shall (1) provide to the Warrant Agent in reasonable detail the facts related to such payments and the prices and/or formulas utilized in calculating such payments, and (2) provide sufficient monies to the Warrant Agent in the form of fully collected funds to make such payments. The Warrant Agent shall be fully protected in relying upon such a certificate and shall have no duty with respect to, and shall not be deemed to have knowledge of, any payment for fractional Warrant Shares or fractional shares under any section of this Agreement relating to the payment of fractional Warrant Shares or fractional shares unless and until the Warrant Agent shall have received such a certificate and sufficient monies.

(j) If all of the Warrants evidenced by a Warrant Certificate have been exercised or converted, such Warrant Certificate shall be cancelled by the Warrant Agent. Such cancelled Warrant Certificate shall then be disposed of by or at the direction of the Company in accordance with Applicable Law. The Warrant Agent shall confirm such information to the Company in writing as promptly as practicable.

(k) The Company shall pay all expenses in connection with, and all transfer taxes and similar governmental charges that may be imposed with respect to, the issuance or delivery of Warrant Shares upon exercise or conversion of Warrants. The Warrant Agent shall not have any duty or obligation to take any action under any section of this Agreement that requires the payment of taxes and/or charges unless and until it is satisfied that all such payments have been made.

(l) The Warrant Agent shall keep copies of this Agreement and any notices given or received hereunder for a period beginning on the date of this Agreement and ending no earlier than the first (1st) anniversary of the Expiration Date.

(m) Jones Act Limitations on Issuance of Common Stock. Notwithstanding any of the other provisions of this Agreement, in order to facilitate the Company's compliance with the Jones Act and the Jones Act Restriction concerning the ownership and control of the capital stock of the Company by Non-U.S. Citizens with regard to its continuing ability to operate its vessels in the coastwise trade of the United States and to comply with obligations of the Company under contracts that it may enter into from time to time with United States Governmental Authorities, the following provisions shall apply to any proposed exercise or conversion of any Warrant:

(i) At the time of exercise or conversion of any Warrant, its Holder shall advise the Company whether or not it (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of such Warrant) is a U.S. Citizen. The Company may require a Holder (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of such Warrant) to provide it with such documents and other information as it may request as reasonable to confirm that the Holder (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of such Warrant) is a U.S. Citizen.

(ii) Any Holder that cannot establish to the Company's reasonable satisfaction that it (or, if not the Holder, the Person that the Holder has designated to receive the Warrant Shares issuable upon exercise or conversion of any Warrant) is a U.S. Citizen may exercise or convert any Warrant; *provided*, that to the extent all or any portion of the Warrant Shares deliverable upon exercise or conversion of such Warrant would constitute Excess Shares if they were issued, which shall be determined by the Company in its sole discretion at the time of any proposed exercise or conversion of such Warrant, the Company will instead issue to such Holder Warrants (as defined in the Jones Act Warrant Agreement) pursuant to the Jones Act Warrant Agreement in respect of such Excess Shares.

(iii) Notwithstanding anything herein to the contrary, in the event that either (A) the Jones Act and other applicable laws are repealed or amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way or (B) the Company's Charter is amended so that the ownership and control of the Common Stock by Non-U.S. Citizens is no longer restricted in any way, the provisions of this Section 5(m) shall no longer apply to any Holder or Warrant.

(n) Cost Basis Information.

(i) In the event of a cash exercise of Warrants, the Company hereby instructs the Warrant Agent to record cost basis for newly issued Warrant Shares as reasonably determined by the Company prior to processing.

(ii) In the event of a Cashless Conversion of Warrants, the Company shall provide the cost basis for Warrant Shares issued pursuant to such Cashless Conversion at the time the Company confirms the number of Warrant Shares issuable in connection with such Cashless Conversion to the Warrant Agent pursuant to Section 5 hereof.

(o) Securityholders Agreement. Each (i) Holder and (ii) Person that acquires any Warrants after the date hereof in accordance with the terms of this Agreement and the Securityholders Agreement, in each case, that is not already a party to the Securityholders Agreement, shall become a party to the Securityholders Agreement, if the Secuirtyholders Agreement is then in effect. Notwithstanding anything herein to the contrary, no Person shall receive any Warrant Shares upon exercise or conversion of any Warrant unless such Person is or becomes a party to the Securityholders Agreement by executing a joinder thereto, if the Securityholders Agreement is then in effect.

SECTION 6. Adjustment of Number of Shares Purchasable or Number of Warrants.

(a) Below Market Issuances.

(i) If the Company at any time or from time to time after the date hereof shall grant, issue or sell (whether directly or by assumption in a merger or otherwise) any additional shares of Common Stock, Options or Convertible Securities or shall fix a record date for the determination of holders of any Equity Securities to receive any additional shares of Common Stock, Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon such event, including upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities, shall be deemed to be additional Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of 5:00 PM (New York City

time) on such record date; provided, that additional Common Stock shall not be deemed to have been issued unless the consideration per share of such additional Common Stock would be less than the Fair Market Value of each such share of Common Stock as of such date and immediately prior to such issuance, or such record date, as the case may be; provided, further, that, in any such case in which additional Common Stock is deemed to be issued, no further adjustments shall be made upon the subsequent issue of Convertible Securities or Common Stock upon the exercise of Options or the conversion or exchange of Convertible Securities.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment pursuant to the terms of this Section 6(a), are revised (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either (i) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the number of Warrant Shares issuable upon exercise or conversion of any Warrant computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such number of Warrant Shares issuable upon exercise or conversion of any Warrant as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security.

(iii) If the terms of any Option or Convertible Security, the issuance of which did not result in an adjustment to the number of Warrant Shares issuable upon exercise or conversion of any Warrant pursuant to the terms of this Section 6(a) (either because the consideration per additional Common Stock subject thereto was equal to or greater than the-then Fair Market Value of each such share of Common Stock), are revised after the date hereof (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either (i) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) any increase or decrease in the consideration payable to the Company upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the additional Common Stock subject thereto shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the number of Warrant Shares issuable upon exercise or conversion of any Warrant pursuant to the terms of this Section 6(a), the number of Warrant Shares issuable upon exercise or conversion of any Warrant shall be readjusted to such number of Warrant Shares issuable upon exercise or conversion of any Warrant as would have been obtained had such Option or Convertible Security never been issued.

(v) Except as provided in Section 6(a)(vii) and except in the case of any event described in Section 6(b), Section 6(c), Section 6(d) or Section 6(e), in the event the Company shall at any time after the date hereof grant, sell or issue additional Common Stock (including additional Common Stock deemed to be issued pursuant to Section 6(a)(i)) without consideration or for consideration per share of Common Stock less than the Fair Market Value of each such share of Common Stock, then the number of Warrant Shares issuable upon exercise or conversion of any Warrant shall be increased pursuant to the formula below:

$$Ua = Ub \times \frac{Oa}{Ob + Y}$$

Where:

Ub = The number of Warrant Shares issuable for each Warrant before the adjustment

Ua = The number of Warrant Shares issuable for each Warrant after the adjustment

Oa = Number of shares of Common Stock outstanding immediately after the transaction in question on a Fully Diluted Basis

Ob = Number of shares of Common Stock outstanding immediately before the transaction in question on a Fully Diluted Basis

Y = Number of shares of Common Stock equal to the aggregate offering price of the shares of Common Stock being issued, *divided by* the Fair Market Value of one share of Common Stock as of the earlier of (a) the announcement date of the issuance of such Common Stock and (b) the date of issuance of such Common Stock

(vi) In the event of an adjustment to the number of Warrant Shares pursuant to Section 6(a)(v), the Exercise Price shall be adjusted, effective as of the same time as such adjustment to the number of Warrant Shares, so that the Exercise Price immediately after such adjustment shall be equal to (A) the Exercise Price immediately prior to such adjustment, multiplied by (B) a fraction, (1) the numerator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately prior to such adjustment, and (2) the denominator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately after such adjustment.

(vii) Notwithstanding anything in this Section 6 to the contrary, none of the grant, sale or issuance of (A) any Common Stock, Common Stock Equivalent or other Equity Security of the Company (including the grant, sale or issuance of any Common Stock, other Equity Security of the Company or Common Stock Equivalent upon conversion, exchange or exercise thereof) pursuant to the MIP, (B) the Warrants issued pursuant to this Agreement (including the grant, sale or issuance of any Warrant Shares, other Equity Security of the Company or Common Stock Equivalent upon the exercise thereof), (C) the Warrants (as defined in and issued pursuant to the Jones Act Warrant Agreement) (including the grant, sale or issuance of any Common Stock, other Equity Security of the Company or Common Stock Equivalent upon the exercise thereof), (D) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such issuance is pursuant to the terms of such Option

or Convertible Security and such issuance has already resulted in an adjustment in accordance with this Section 6, or (E) shares of Common Stock in an offering for cash for the account of the Company that is underwritten on a firm commitment basis and is registered under the Securities Act, shall be deemed to be a grant, sale or issuance of additional Common Stock for purposes of this Section 6.

(b) Stock Dividends, Subdivisions and Combinations of Shares. If after the date hereof the number of outstanding shares of Common Stock is increased by a share dividend or share distribution to all holders of Common Stock, in each case payable in shares of Common Stock, or a split, subdivision or combination of shares of Common Stock occurs, then, in any such event, the number of Warrant Shares issuable for each Warrant will be adjusted as follows: the number of Warrant Shares issuable pursuant to a valid exercise or conversion of Warrants immediately prior to such event shall be adjusted so that each Holder shall be entitled to receive upon the exercise or conversion of its Warrant the number of Warrant Shares that such Holder would have owned or would have been entitled to receive upon or by reason of such event had such Warrant been exercised or converted immediately prior to the occurrence of such event (without taking into account any limitations or restrictions on the exercisability of the Warrants). In the event of an adjustment to the number of Warrant Shares pursuant to this Section 6(b), the Exercise Price shall be adjusted so that the Exercise Price immediately after such adjustment shall be equal to (A) the Exercise Price immediately prior to such adjustment, multiplied by (B) a fraction, (1) the numerator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately prior to such adjustment, and (2) the denominator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately after such adjustment. Any adjustment made pursuant to this Section 6(b) shall become effective (i) in the case of any such dividend or distribution, at the close of business on the record date for the determination of holders of shares of Common Stock entitled to receive such dividend or distribution or (ii) in the case of any such split, subdivision or combination, at the open of business on the date on which such corporate action becomes effective.

(c) Distributions of Certain Rights, Options and Warrants. If after the date hereof the Company distributes to holders of the Common Stock any Options or Convertible Securities entitling them to subscribe for or purchase shares of Common Stock at a price per share that is less than the Fair Market Value of one share of Common Stock as of the announcement date of such issuance, the number of Warrant Shares issuable for each Warrant will be increased pursuant to the formula below. In the event of an adjustment to the number of Warrant Shares pursuant to this Section 6(c), the Exercise Price shall be adjusted so that the Exercise Price immediately after such adjustment shall be equal to (A) the Exercise Price immediately prior to such adjustment, multiplied by (B) a fraction, (1) the numerator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately prior to such adjustment, and (2) the denominator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately after such adjustment. Such adjustments shall be made successively whenever any such Options or Convertible Securities are distributed and shall become effective at the close of business on the record date for such distribution. To the extent that shares of Common Stock are not delivered at or prior to the expiration of such Options or Convertible Securities, (i) the number of Warrant Shares issuable for each Warrant shall be readjusted to be the number of Warrant Shares issuable for each Warrant that would then be in effect had the adjustment with respect to the issuance of such Options or Convertible Securities been made on the basis of delivery of only the number of

Warrant Shares actually delivered and (ii) the Exercise Price shall be readjusted accordingly. In the event that such Options or Convertible Securities are not so issued, (x) the number of Warrant Shares issuable for each Warrant shall be readjusted to be the number of Warrant Shares issuable for each Warrant that would then be in effect if such record date had not occurred and (y) the Exercise Price shall be readjusted accordingly. For purposes of this Section 6(c), in determining whether any Options or Convertible Securities entitle the Holders to subscribe for or purchase shares of Common Stock at less than such Fair Market Value of one share of Common Stock as of the announcement date of such issuance, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by the Company for such Options or Convertible Securities and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board.

$$Ua = Ub \times \frac{Ob + X}{Ob + Y}$$

Where:

Ub = The number of Warrant Shares issuable for each Warrant before the adjustment

Ua = The number of Warrant Shares issuable for each Warrant after the adjustment

Ob = Number of Warrant Shares outstanding immediately before the transaction in question on a Fully Diluted Basis

X = Number of shares of Common Stock issuable pursuant to such Options or Convertible Securities

Y = Number of shares of Common Stock equal to the aggregate offering price of the shares of Common Stock issuable pursuant to such Options or Convertible Securities, *divided by* the Fair Market Value of one share of Common Stock as of earlier of (a) the announcement date of the issuance of such Options or Convertible Securities and (b) the date of issuance of such Options or Convertible Securities

(d) Certain Other Dividends and Distributions. If after the date hereof the Company shall dividend or distribute to all holders of its shares of Common Stock any of its securities, evidences of its indebtedness, other assets or property of the Company (excluding cash) or rights, options or warrants to acquire any of its securities (including any such distribution made in connection with a merger or consolidation in which the Company is the resulting or surviving Person and shares of Common Stock are not changed or exchanged, but excluding any dividend or other distribution payable for which adjustment is made under Section 6(a), Section 6(b) or Section 6(c)), then in each such case the Exercise Price shall be decreased, effective on the date immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, by the Fair Market Value of the dividend or distribution made per share of Common Stock as of such record date (determined for such purpose on the basis of the aggregate property distributed with respect to one share of Common Stock).

(e) Reorganization; Reclassification; Merger. Subject to Section 6(g), in the event of any (i) capital reorganization of the Company, (ii) reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of any event described in Section 6(b)), (iii) consolidation or merger of the Company with or into another Person, (iv) sale of all or substantially all of the Company's assets to another Person or (v) other similar transaction, in each case which entitles the holders of Common Stock to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for Common Stock, each Warrant shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Warrant Shares then issuable upon exercise or conversion of any Warrant, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which the Holder would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the Holder had exercised or converted such Warrant in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Warrant Shares then issuable hereunder as a result of such exercise or conversion (without taking into account any limitations or restrictions on the exercisability of the Warrants); and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made with respect to the Holders' rights under the Warrants to insure that the provisions of this Section 6 shall thereafter be applicable, as nearly as possible, to the Warrants in relation to any shares of stock, securities or assets thereafter acquirable upon exercise of the Warrants. The provisions of this Section 6(e) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. The Company shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to the Warrants, the obligation to deliver to any Holder such shares of stock, securities or assets which, in accordance with the foregoing provisions, such Holder shall be entitled to receive upon exercise or conversion of any Warrants.

(f) Above Market Repurchases. If a repurchase of the Common Stock shall be consummated (whether by tender offer, exchange offer or otherwise), to the extent that the aggregate Fair Market Value of all consideration included in the payment per share of Common Stock exceeds the Fair Market Value of one share of Common Stock as of the Business Day immediately prior to the earliest of (i) the date of such repurchase, (ii) the commencement of an offer to repurchase or (iii) public announcement of such repurchase or offer (the "Reference Date"), then the number of shares of Common Stock issuable for each Warrant shall be adjusted pursuant to the formula below; *provided* that the number of shares of Common Stock issuable for each Warrant shall not be decreased as a result of this Section 6(f). Such increase shall be determined as of the Reference Date, but shall become effective as of the date on which such repurchase is consummated. In the event of an adjustment to the number of Warrant Shares

pursuant to this Section 6(f), the Exercise Price shall be adjusted, effective as of the same time as such adjustment to the number of Warrant Shares, so that the Exercise Price immediately after such adjustment shall be equal to (A) the Exercise Price immediately prior to such adjustment, multiplied by (B) a fraction, (1) the numerator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately prior to such adjustment, and (2) the denominator of which is the number of Warrant Shares issuable upon exercise of the Warrants immediately after such adjustment.

$$Ua = Ub \times \frac{(Oa \times M) + E}{Ob \times M}$$

Where:

Ub = The number of Warrant Shares issuable for each Warrant before the adjustment

Ua = The number of Warrant Shares issuable for each Warrant after the adjustment

M = The Fair Market Value of one share of Common Stock as of the Reference Date.

E = The aggregate Fair Market Value of any consideration paid or payable for shares of Common Stock purchased in such repurchase.

Ob = The number of shares of Common Stock outstanding on a Fully Diluted Basis as of the Reference Date.

Oa = The number of shares of Common Stock outstanding on a Fully Diluted Basis immediately after the repurchase is consummated.

(g) Cash Sales and Liquidations. Notwithstanding anything in this Agreement to the contrary, in the event of a Cash Sale or a Company Liquidation Event, the Company shall pay (or cause to be paid) to the Holders, with respect to each unexercised or unconverted Warrant outstanding immediately prior to the consummation of such Cash Sale or a Company Liquidation Event (the "Cash Closing"), cash in the amount equal to (x) the number of Warrant Shares underlying such Warrant immediately prior to the Cash Closing multiplied by (y) the excess, if any, of the cash consideration being paid for each share of Common Stock in such Cash Sale or a Company Liquidation Event minus the Exercise Price (such product, the "Warrant Spread"); provided, however, that no Holder shall be entitled to any payment hereunder with respect to any portion of such consideration that is contingent, deferred or escrowed unless and until such amounts are actually paid to the holders of the Common Stock. Upon the occurrence of a Cash Closing, all unexercised or unconverted Warrants outstanding immediately prior to the Cash Sale or a Company Liquidation Event shall automatically be terminated and cancelled and the Company shall thereupon cease to have any further obligations or liability with respect to the Warrants except as to the requirement to pay the Warrant Spread (subject to the limitations described in the prior

sentence). For the avoidance of doubt, the Holders shall not be entitled to any payment with respect to any Cash Sale or a Company Liquidation Event in which the Exercise Price is greater than the consideration payable with respect to each share of Common Stock. Notwithstanding anything to the contrary in the foregoing, if the Company engages in a reclassification in which the Common Stock is reclassified into a combination of Common Stock and any other security, such reclassification will be treated as a reclassification subject to Section 6(e) with respect to the Common Stock portion thereof and a distribution subject to Section 6(c) or 6(d), as applicable, with respect to the other security portion thereof.

(h) Other Changes. If, at any time or from time to time after the issuance of the Warrants but prior to the exercise or conversion in full thereof, the Company shall take any action which (i) affects the Common Stock and (ii) is similar to, or has an effect similar to, any of the actions described in any of Sections 6(a) through (g) (but not including any action described in any such Section) then, and in each such case, (x) with respect to actions similar to Sections 6(a) through (f), the number of Warrant Shares issuable upon exercise or conversion of each Warrant or the Exercise Price, as applicable, shall be adjusted, and (y) with respect to actions similar to Section 6(g), payment of the Warrant Spread shall be made to each Holder based on the amount that such holders of Common Stock are entitled to receive under the Organizational Documents, which adjustment pursuant to clause (x) or payment pursuant to clause (y) shall be made in such manner and at such time and on such terms as the Board determines would be equitable under such circumstances such that the economic benefits of such action that would accrue to the holders of Common Stock of the Company would as nearly as practicable also accrue to the Holders, which determination shall be evidenced in a resolution of the Board, a copy of which shall be mailed by the Warrant Agent (upon the written instruction of the Company) to each of the relevant Holders.

(i) Notice of Adjustment. Whenever the Warrant Shares issuable, the Exercise Price or the rights of the Holder shall be adjusted or proposed to be adjusted as provided in this Section 6, the Company shall forthwith file with the Warrant Agent a statement, signed by an Appropriate Officer, stating in detail the facts requiring such adjustment, the impact of such adjustment on the price, number and kind of securities issuable upon exercise or conversion of the Warrants, the record date with respect to any such action, if applicable, and the approximate date on which such action is to take place. In the case of any action which would require the fixing of a record date, such notice shall be given at least 10 days prior to the date so fixed, and in case of all other action, such notice shall be given at least 20 days prior to the taking of such proposed action. Until such notices or statements are received by the Warrant Agent, the Warrant Agent may presume conclusively for all purposes that no such adjustment has occurred. The Company shall also cause a notice setting forth the same information as set forth above to be sent by mail, first class, postage prepaid, to each registered Holder at its address appearing on the Warrant Register. The Company shall, within five (5) days following the event requiring any such adjustment, deliver to the Warrant Agent a certificate, signed by an Appropriate Officer, which (a) sets forth in reasonable detail (i) the event requiring such adjustment and (ii) the method by which such adjustment was calculated and (b) specifies any adjustments to the Warrants in effect following such event. The Warrant Agent shall be fully protected in relying on any such certificate and on any adjustment or statement therein contained and shall have no duty or liability with respect to, and shall not be deemed to have knowledge of any such adjustment or any such event unless and until it shall have received such certificate.

(j) No Change in Warrant Terms on Adjustment. Irrespective of any adjustments in the Exercise Price or the number of Warrant Shares issuable upon exercise or conversion, Warrants theretofore or thereafter issued may continue to express the same prices and number of Warrant Shares as are stated in the similar Warrants issuable initially, or at some subsequent time, pursuant to this Agreement, and the Exercise Price and the number of Warrant Shares issuable upon exercise or conversion specified thereon shall be deemed to have been so adjusted.

(k) Treasury Shares. Shares of Common Stock at any time owned by the Company shall not be deemed to be outstanding for the purposes of any computation under this Section 6.

(l) Exclusion of Certain Adjustments. No adjustment need be made for a change in the par value of the shares of Common Stock, *provided*, that the Exercise Price shall remain at least equal to the par value of the shares of Common Stock. All calculations under this Section 6 shall be made to the nearest one one-thousandth (1/1,000) of a share.

(m) Proceedings Prior to Any Action Requiring Adjustment. As a condition precedent to the taking of any action which would require an adjustment pursuant to this Section 6, the Company shall promptly take (and shall be permitted by the Holders to take) any action which may be necessary, including obtaining any stockholder approvals or exemptions, in order that the Company may thereafter validly and legally issue as fully paid and nonassessable all Warrant Shares that a Holder is entitled to receive upon exercise of a Warrant pursuant to this Section 6.

SECTION 7. Cancellation of Warrants. The Warrant Agent shall cancel all Warrant Certificates surrendered for exercise, conversion, exchange, substitution or transfer in whole or in part. Such cancelled Warrant Certificates shall thereafter be disposed of by the Warrant Agent upon written instructions from the Company reasonably satisfactory to the Warrant Agent and such Direct Registration Warrants shall be canceled by appropriate notation on the Warrant Register.

SECTION 8. Mutilated or Missing Warrant Certificates. Upon receipt by the Company and the Warrant Agent from any Holder of evidence reasonably satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of such Holder's Warrant Certificate and a surety bond or indemnity reasonably satisfactory to them and holding the Warrant Agent and Company harmless, and in case of mutilation upon surrender and cancellation thereof, and absent notice to Warrant Agent that such Warrant Certificates have been acquired by a bona fide purchaser, the Company will execute and the Warrant Agent will countersign and deliver in lieu thereof a new Warrant Certificate of like tenor and representing an equal number of Warrants to such Holder; *provided*, that in the case of mutilation, no bond or indemnity shall be required if such Warrant Certificate in identifiable form is surrendered to the Company or the Warrant Agent for cancellation. Upon the issuance of any new Warrant Certificate under this Section 8, the Company may require the payment of a sum sufficient to cover any stamp tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the reasonable fees and expenses of the Warrant Agent) in connection therewith. Every new Warrant Certificate executed and delivered pursuant to this Section 8 in lieu of any lost, stolen, destroyed or mutilated Warrant Certificate shall be entitled to the same benefits of this Agreement equally and proportionately with any and all other Warrant Certificates, whether or not the allegedly lost, stolen or destroyed Warrant Certificate shall be at any time enforceable by anyone. The provisions of this Section 8 are exclusive and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement of lost, stolen, destroyed or mutilated Warrant Certificates.

SECTION 9. Reservation of Shares. The Company shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, solely for issuance and delivery upon exercise or conversion of Warrants, the full number of Warrant Shares from time to time issuable upon the exercise or conversion of all Warrants and any other outstanding warrants, options or similar rights, from time to time outstanding. All Warrant Shares shall be duly authorized and, when issued upon such exercise or conversion of the Warrants, shall be duly and validly issued, and (if applicable) fully paid and nonassessable, free from all taxes, liens, charges, security interests, encumbrances and other restrictions created by or through the Company and issued without violation (i) of any preemptive or similar rights of any stockholder of the Company and (ii) by the Company of any Applicable Law or governmental regulation.

SECTION 10. Legends. The Warrants are issued in reliance upon the exemption from the registration requirements of Section 5 of the Securities Act provided by section 1145 of the Bankruptcy Code for so long as the Securityholders Agreement remains in effect, Warrant Certificates shall be stamped or otherwise imprinted with a legend, and the Warrant Statements shall include a restrictive notation with respect to such Warrants, in substantially the following form:

"THE WARRANTS REPRESENTED BY THIS CERTIFICATE (AND THE SHARES ISSUABLE PURSUANT THERETO) ARE SUBJECT TO A SECURITYHOLDERS AGREEMENT AMONG HORNBECK OFFSHORE SERVICES, INC. AND THE HOLDERS PARTY THERETO, A COPY OF WHICH IS ON FILE WITH THE CORPORATE SECRETARY OF HORNBECK OFFSHORE SERVICES, INC. THE SECURITYHOLDERS AGREEMENT CONTAINS, AMONG OTHER THINGS, CERTAIN PROVISIONS RELATING TO THE TRANSFER OF THE WARRANTS AND THE SHARES ISSUABLE PURSUANT THERETO, INCLUDING RESTRICTIONS ON TRANSFER TO AND OWNERSHIP BY PERSONS WHO ARE NOT U.S. CITIZENS AS DEFINED IN 46 U.S.C. SECTION 50501 QUALIFIED TO OWN AND OPERATE VESSELS ENGAGED IN THE UNITED STATES COASTWISE TRADE, AS IN EFFECT ON THE DATE IN QUESTION, OR ANY SUCCESSOR STATUTE OR REGULATION, AS INTERPRETED BY THE U.S. COAST GUARD IN APPLICABLE PRECEDENT. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE WARRANTS REPRESENTED BY THIS CERTIFICATE (OR THE SHARES ISSUABLE PURSUANT THERETO) MAY, DIRECTLY OR INDIRECTLY, BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT."

Any legend or restrictive notation referenced in this Section 10 shall be removed from the Warrant Certificates or Warrant Statements at any time after the restrictions described in such legend or restrictive notation cease to be applicable; provided that the Company may request from any Holder opinions, certificates or other evidence that such restrictions have ceased to be applicable before removing such legend or restrictive notation.

SECTION 11. Notification of Certain Events; Corporate Action.

(a) In the event of:

(i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution of any kind, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class, any other securities or any property, or to receive any other right or interest of any kind, or any other event referred to in Sections 6(a) through (g); or

(ii) (A) any reclassification of the capital stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a subdivision or combination), (B) the consolidation or merger of the Company with or into any other Person (other than a consolidation or merger in which the Company is the continuing Person and which does not result in any change in the shares of Common Stock), (C) the sale or transfer of the properties and assets of the Company as, or substantially as, an entirety to another Person, or (D) a tender or exchange offer for Common Stock; or

(iii) the voluntary or involuntary dissolution, liquidation, or winding up of the Company;

the Company shall cause to be filed with the Warrant Agent and delivered to each Holder a notice specifying (x) the date or expected date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of any such dividend, distribution or right, or if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, or right are to be determined, and the amount and character of such dividend, distribution or right, or (y) the date or expected date on which any such reorganization, reclassification, consolidation, merger, sale, transfer, exchange offer, dissolution, liquidation or winding up is expected to become effective, and the time, if any such time is to be fixed, as of which holders of record of Common Stock shall be entitled to exchange their shares of Common Stock for the securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, transfer, exchange offer, dissolution, liquidation or winding up. Such notice shall be delivered not less than ten (10) calendar days prior to such date therein specified, in the case of any such date referred to in clause (x) of the preceding sentence, and not less than twenty (20) calendar days prior to such date therein specified, in the case of any such date referred to in clause (y) of the preceding sentence.

(b) Failure to give the notice contemplated by Section 11(a) hereof within the time provided or any defect therein shall not affect the legality or validity of any such action.

(c) The Company agrees that, for so long as any Warrants are outstanding, it shall not increase the par value of the Common Stock or amend or modify its Charter or by-laws in a manner that would prevent the Company from issuing the Warrant Shares issuable upon exercise of the Warrants. The Company shall not, and shall not permit or cause any of its subsidiaries to, take any action to avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, including through any amendment of its Charter and by-laws (and any equivalent organizational documents of its subsidiaries) or any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities.

SECTION 12. Warrant Agent. The Warrant Agent undertakes the duties and obligations expressly imposed by this Agreement upon the terms and conditions set forth in this Section 12.

(a) Limitation on Liability. The Warrant Agent shall not by countersigning Warrant Certificates or by any other act hereunder be accountable with respect to or be deemed to make any representations as to the validity or authorization of the Warrants or the Warrant Certificates (except as to its countersignature thereon), as to the validity, authorization or value (or kind or amount) of any Warrant Shares or other property delivered or deliverable upon exercise or conversion of any Warrant, or as to the purchase price of such Warrant Shares or other property. The Warrant Agent shall not (i) be liable for any recital or statement of fact contained herein or in the Warrant Certificates or for any action taken, suffered or omitted by the Warrant Agent in the belief that any Warrant Certificate or any other document or any signature is genuine or properly authorized unless such action or omission was taken or omitted to be taken in bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction), (ii) be responsible for determining (x) compliance by any Person with the provisions set forth in Section 5(m) or (y) whether any facts exist that may require any adjustment of the number of Warrant Shares, or with respect to the nature or extent of any such adjustments when made, or with respect to the method of adjustment employed, (iii) be responsible for any failure on the part of the Company to issue, transfer or deliver any Warrant Shares or property upon the surrender of any Warrant for the purpose of exercise or conversion or to comply with any other of the Company's covenants and obligations contained in this Agreement or in the Warrant Certificates or (iv) be liable for any action taken, suffered or omitted to be taken in connection with this Agreement, except for its own bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction) for which the Warrant Agent shall be liable. Notwithstanding anything in this Agreement to the contrary, in no event shall the Warrant Agent be liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the likelihood of the loss or damage and regardless of the form of the action. Notwithstanding anything to the contrary stated herein, any liability of the Warrant Agent under this Agreement shall be limited to the lesser of (i) amount of fees, but not including reimbursable expenses, paid by the Company to the Warrant Agent during the twelve (12) months immediately preceding the event for which recovery from the Warrant Agent is being sought, and (ii) $50,000.

(b) Instructions. The Warrant Agent is hereby authorized to accept advice or instructions with respect to the performance of its duties hereunder from an Appropriate Officer and to apply to any such officer for advice or instructions. The Warrant Agent shall be fully protected and authorized in relying upon the most recent advice or instructions received by any such officer. The Warrant Agent shall not be liable for any action taken, suffered or omitted by it in accordance with the advice or instructions of any such officer.

(c) Agents. The Warrant Agent may execute and exercise any of the rights and powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys, agents or employees, and the Warrant Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys, agents or employees or for any loss to the Company resulting from such neglect or misconduct, *provided* that the Warrant Agent acts without gross negligence, willful misconduct or bad faith (each as determined by a final judgment of a court of competent jurisdiction) in the selection and continued employment thereof. The Warrant Agent shall not be under any obligation or duty to institute, appear in, or defend any action, suit or legal proceeding in respect hereof, but this provision shall not affect the power of the Warrant Agent to take such action as the Warrant Agent may consider necessary in the performance of its duties hereunder. The Warrant Agent shall promptly notify the Company in writing of any claim made or action, suit or proceeding instituted against the Warrant Agent arising out of or in connection with this Agreement.

(d) Cooperation. The Company will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further acts, instruments and assurances as may reasonably be required by the Warrant Agent in order to enable the Warrant Agent to carry out or perform its duties under this Agreement.

(e) Agent Only. The Warrant Agent shall act solely as agent for the Company in accordance with the terms and conditions hereof and does not assume any obligation or relationship of agency or trust with any Holders. The Warrant Agent shall not be liable except for the performance of such duties as are expressly set forth herein, and no implied covenants or obligations shall be read into this Agreement against the Warrant Agent, whose duties and obligations shall be determined solely by the express provisions hereof.

(f) Right to Counsel. The Warrant Agent may at any time consult with legal counsel satisfactory to it (who may be legal counsel for the Company), and the Warrant Agent shall incur no liability or responsibility to the Company or to any Holder for any action taken, suffered or omitted by the Warrant Agent in the absence of bad faith in accordance with the opinion or advice of such counsel.

(g) Compensation. The Company agrees to pay the Warrant Agent reasonable compensation for all services rendered by it hereunder in accordance with a mutually agreed upon fee schedule and to reimburse the Warrant Agent for its reasonable expenses incurred by the Warrant Agent hereunder (including reasonable counsel fees and expenses) in connection with the acceptance, negotiation, preparation, delivery, administration, execution, modification, waiver, delivery, enforcement or amendment of the Agreement and the exercise and performance of its duties hereunder.

(h) Accounting and Payment. The Warrant Agent shall account to the Company with respect to Warrants exercised or converted and pay to the Company all moneys received by the Warrant Agent on behalf of the Company on the purchase of Warrant Shares through the exercise of Warrants pursuant to the procedures set forth in Section 5(f)(v). The Warrant Agent shall advise the Company by electronic transmission at the end of each day the number of Warrant Exercise Notices received, and, if known, the identity of the Holder(s) of the Warrant(s) exercised or converted.

(i) No Conflict. Subject to Applicable Law, the Warrant Agent and any stockholder, affiliate, director, officer or employee of the Warrant Agent may buy, sell or deal in any of the Warrants or other securities (including, for the avoidance of doubt, bonds, notes and warrants) of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Warrant Agent under this Agreement. Subject to Applicable Law, nothing herein shall preclude the Warrant Agent from acting in any other capacity for the Company or for any other Person including, without limitation, acting as trustee under an indenture.

(j) Resignation; Termination. The Warrant Agent may resign its duties and be discharged from all further duties and liabilities hereunder (except liabilities arising prior to resignation as a result of the Warrant Agent's bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction)) after giving thirty (30) calendar days' prior written notice to the Company. In the event the transfer agency relationship in effect between the Company and Warrant Agent terminates, the Warrant Agent shall be deemed to have resigned automatically and be discharged from its duties under this Agreement as of the effective date of such termination. The Company may remove the Warrant Agent upon thirty (30) calendar days' written notice, and the Warrant Agent shall thereupon in like manner be discharged from all further duties and liabilities hereunder, except as have been caused by the Warrant Agent's bad faith, gross negligence or willful misconduct (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction) prior to its removal. The Company shall cause to be mailed promptly (by first class mail, postage prepaid) to each registered Holder at such Holder's last address as shown on the register of the Company, at the Company's expense, a copy of such notice of resignation or notice of removal, as the case may be. Upon such resignation or removal the Company shall promptly appoint in writing a new warrant agent. If the Company shall fail to make such appointment within a period of thirty (30) calendar days after it has been notified in writing of such resignation by the resigning Warrant Agent or after such removal, then the Holder of any Warrant may apply to any court of competent jurisdiction for the appointment of a new warrant agent. Pending appointment of a successor to the Warrant Agent, either by the Company or by such a court, the duties of the Warrant Agent shall be carried out by the Company. Any successor warrant agent, whether appointed by the Company or by such a court, shall be a Person, formed under the laws of the United States or of any state thereof and authorized under such laws to conduct a shareholder services business, be subject to supervision and examination by a federal or state authority, and have a combined capital and surplus of not less than $50,000,000 as set forth in its most recent published annual report of condition; or in the case of such capital and surplus requirement, a controlled affiliate of such a Person meeting such capital and surplus requirement. After acceptance in writing of such appointment by the new Warrant Agent, such successor Warrant Agent shall be vested with the same powers, rights, duties and responsibilities under this Agreement as if it had been originally named herein as the Warrant Agent, without any further assurance, conveyance, act or deed; but if for any reason it shall be necessary or expedient to execute and deliver any further assurance, conveyance, act or deed, the same shall be done at the expense of the Company and shall be legally

and validly executed and delivered by the resigning or removed Warrant Agent. Not later than the effective date of any such appointment, the Company shall send notice thereof to the resigning or removed Warrant Agent and shall forthwith cause a copy of such notice to be mailed (by first class, postage prepaid) to each registered Holder at such Holder's last address as shown on the register of the Company. Failure to give any notice provided for in this Section 12(j), or any defect in any such notice, shall not affect the legality or validity of the resignation of the Warrant Agent or the appointment of a successor Warrant Agent, as the case may be.

(k) Merger, Consolidation or Change of Name of Warrant Agent. Any Person into which the Warrant Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any Person succeeding to all or substantially all of the agency business of the Warrant Agent shall be the successor to the Warrant Agent hereunder without the execution or filing of any document or any further act on the part of any of the parties hereto, *provided* that such Person would be eligible for appointment as a successor Warrant Agent under the provisions of Section 12(j). If at the time such successor to the Warrant Agent shall succeed under this Agreement, any of the Warrant Certificates shall have been countersigned but not delivered, any such successor to the Warrant Agent may adopt the countersignature of the original Warrant Agent; and if at that time any of the Warrant Certificates shall not have been countersigned, any successor to the Warrant Agent may countersign such Warrant Certificates either in the name of the predecessor Warrant Agent or in the name of the successor Warrant Agent; and in all such cases such Warrant Certificates shall have the full force and effect provided in the Warrant Certificates and in this Agreement. If at any time the name of the Warrant Agent shall be changed and at such time any of the Warrants shall have been countersigned but not delivered, the Warrant Agent whose name has changed may adopt the countersignature under its prior name; and if at that time any of the Warrants shall not have been countersigned, the Warrant Agent may countersign such Warrants either in its prior name or in its changed name; and in all such cases such Warrants shall have the full force and effect provided in the Warrants and in this Agreement.

(l) Indemnity. The Company agrees to indemnify the Warrant Agent, and to hold it harmless against, any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, investigations, costs or expenses (including reasonable counsel fees and expenses) incurred without the bad faith, gross negligence or willful misconduct on the part of the Warrant Agent (which bad faith, gross negligence or willful misconduct must be determined by a final, non-appealable order, judgment, decree or ruling of a court of competent jurisdiction), for any action taken, suffered or omitted by the Warrant Agent in connection with the preparation, delivery, acceptance, administration, execution and amendment of this Agreement and the exercise and performance of its duties hereunder, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly. The Warrant Agent shall not be obligated to expend or risk its own funds to take any action which it believes would expose it to expense or liability or to a risk of incurring expense of liability, unless it has been furnished with assurance of repayment or indemnity reasonably satisfactory to it.

(m) Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant; nor shall it be responsible or have any duty to make any calculation or adjustment, or to determine when any calculation or adjustment required under the provisions hereof should be made, how it should be made or what it should be, or have any responsibility or liability for the manner, method or amount of any such calculation or adjustment or the ascertaining of the existence of facts that would require any such calculation or adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Warrant to be issued pursuant to this Agreement or as to whether any Warrant Shares will, when issued, be valid and (if applicable) fully paid and nonassessable.

(n) No Liability for Interest. The Warrant Agent shall not be under any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement.

(o) No Implied Obligations. The Warrant Agent shall be obligated to perform such duties as are explicitly set forth herein and no implied duties or obligations shall be read into this Agreement against the Warrant Agent. The Warrant Agent shall not be under any obligation to take any action hereunder that may involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it. The Warrant Agent shall not be accountable or under any duty or responsibility for the use by the Company of any Warrant Certificate authenticated by the Warrant Agent and delivered by it to the Company pursuant to this Agreement or for the application by the Company of the proceeds of the issuance and sale, or exercise or conversion, of the Warrants or Warrant Shares. The Warrant Agent shall have no duty or responsibility in case of any default by the Company in the performance of its covenants or agreements contained herein or in any Warrant Certificate or in the case of the receipt of any written demand from a Holder with respect to such default, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or, to make any demand upon the Company.

(p) Force Majeure. In no event shall the Warrant Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes, pandemics, epidemics, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

(q) Bank Accounts. All funds received by the Warrant Agent under this Agreement that are to be distributed or applied by the Warrant Agent in the performance of services (the "Funds") shall be held by Computershare as agent for the Company and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Company. Until paid pursuant to the terms of this Agreement, Computershare will hold the Funds through such accounts in: deposit accounts of commercial banks with Tier 1 capital exceeding $1 billion or with an average rating above investment grade by S&P (LT Local Issuer Credit Rating), Moody's (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg Finance L.P.). The Warrant Agent shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by the Warrant Agent in accordance with this paragraph, including any losses resulting from a default by any bank, financial institution or other third party. The Warrant Agent may from time to time receive interest, dividends or other earnings in connection with such deposits. The Warrant Agent shall not be obligated to pay such interest, dividends or earnings to the Company, any Holder or any other party.

(r) Notice. The Warrant Agent shall not be required to take notice or be deemed to have notice of any event or condition hereunder unless the Warrant Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Agreement to be delivered to the Warrant Agent must, in order to be effective, be received by the Warrant Agent as specified in Section 15, and in the absence of such notice so delivered, the Warrant Agent may conclusively assume no such event or condition exists.

(s) Signature Guarantee. The Warrant Agent may rely on and be fully authorized and protected in acting or failing to act upon (i) any Signature Guarantee or other comparable "signature guarantee program" or insurance program in addition to, or in substitution for, such Signature Guarantee; or (ii) related applicable law, act, regulation or any interpretation of the same.

(t) Survival. The provisions under this Section 12 shall survive the expiration of the Warrants, and the termination of this Agreement and the resignation, replacement or removal of the Warrant Agent. The costs and expenses incurred in enforcing this right of indemnification shall be paid by the Company.

SECTION 13. Severability. In the event that any one or more of the provisions contained herein or in the Warrants, or the application thereof in any circumstances, is held invalid, illegal or unenforceable (including as a result of applicable statutes and the related regulations issued by the U.S. Coast Guard or the Maritime Administration), the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and therein shall not be affected or impaired thereby; *provided*, that if any such excluded term, provision, covenant or restriction shall materially adversely affect the rights, immunities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately. Furthermore, subject to the preceding sentence, in lieu of any such invalid, illegal or unenforceable provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms and commercial effect to such invalid, illegal or unenforceable provision as may be possible and be valid and enforceable which a reasonable person in the position of the Company, acting in good faith, would make, always keeping in mind the intent and purposes of this Agreement and the Warrants issued pursuant thereto by the Persons party hereto as of the date hereof.

SECTION 14. Holder Not Deemed a Stockholder. Prior to the exercise or conversion of any Warrants, no Holder thereof, as such, shall be entitled hereunder to any rights of a stockholder of the Company whether by the issuance of this Warrant, including, but not limited to, the right to vote, to receive dividends or other distributions, to exercise any preemptive right or, to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter and a Warrant shall not constitute a right to receive dividends or give rise to a fiduciary obligation on the part of the Company to pay dividends.

SECTION 15. Notices to Company and Warrant Agent. All notices, requests or demands authorized by this Agreement to be given or made by the Warrant Agent or by any registered Holder of any Warrant to or on the Company to be effective shall be in writing (including by e- mail), and shall be deemed to have been duly given or made when delivered by hand or e-mail, or one (1) Business Day if sent by overnight courier service (with next day delivery specified), or two (2) Business Days after being delivered to a recognized courier (whose stated terms of delivery are two (2) Business Days or less to the destination such notice), or five (5) Business Days after being deposited in the mail, or, in the case of email notice, when received, addressed (until another address is filed in writing by the Company with the Warrant Agent) as follows:

Hornbeck Offshore Services, Inc.
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer
Email: james.harp@hornbeckoffshore.com
samuel.giberga @hornbeckoffshore.com

Any notice pursuant to this Agreement to be given by the Company or by any registered Holder of any Warrant to the Warrant Agent shall be sufficiently given if sent by overnight courier service or first-class mail, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Computershare, Inc.
Computershare Trust Company, N.A.
150 Royall Street
Canton, MA 02021
Attention: Client Services

Unless the Warrant is represented by a Global Warrant Certificate, any notice or communication mailed to a Holder shall be mailed to the Holder at the Holder's address as it appears on the Warrant Register and shall be sufficiently given if so mailed within the time prescribed. Any notice to the owners of a beneficial interest in a Warrant represented by a Global Warrant Certificate shall be distributed through the Depository in accordance with the procedures of the Depository. Communications to such Holder shall be deemed to be effective at the time of dispatch to the Depository. Failure to provide a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

SECTION 16. Supplements and Amendments. The Company and the Warrant Agent may from time to time supplement, amend, waive or otherwise modify this Agreement (a) without the approval of any Holders to implement any changes required in order for the Company to comply with the limitations imposed by the Jones Act or other applicable law on ownership and control of the Common Stock of the Company by Non-U.S. Citizens (*provided* that to the extent the Company makes any changes pursuant to this clause (a), the Company shall make only such changes which a reasonable person in the position of the Company, acting in good faith, would determine are necessary in order to implement such written requirements, always keeping in mind the intent and purposes of this Agreement and the Warrants issued pursuant thereto by the Persons party hereto as of the date hereof), or (b) with the prior written consent of (i) Holders that hold

Warrants representing at least seventy-five percent (75%) of the outstanding Warrants, which must include each of Ares and Whitebox, but only for so long as such Person (together with its respective Affiliates that hold Warrants) holds at least fifty percent (50%) of the Warrants issued to such Person (together with its respective Affiliates) on the date hereof, and (ii) if any such amendment or supplement is disproportionately and materially adverse to any Holder(s) (each, an "Affected Holder"), Affected Holders that hold Warrants representing a majority of the outstanding Warrants held by the Affected Holders; *provided*, that the Warrant Agent shall not be required to execute any amendment, supplement, waiver or other modification to this Agreement that the Warrant Agent has determined would adversely affect its own rights, duties, obligations or immunities under this Agreement. As a condition precedent to the Warrant Agent's execution of any amendment, supplement, waiver or other modification to this Agreement, the Company shall deliver to the Warrant Agent a certificate from an Appropriate Officer that states that the proposed amendment, supplement, waiver or other modification is in compliance with the terms of this Section 16. No supplement, modification, amendment or waiver to this Agreement shall be effective unless duly executed by the Warrant Agent. Upon execution and delivery of any supplement, amendment, waiver or other modification pursuant to this Section 16, such amendment, supplement, waiver or other modification shall be considered a part of this Agreement for all purposes and every Holder of a Warrant Certificate theretofore or thereafter countersigned and delivered hereunder shall be bound thereby.

SECTION 17. Termination. This Agreement shall terminate on the Expiration Date or, if later, upon settlement of all Warrants (i) validly exercised or converted prior to the Expiration Date and, (ii) if exercised or converted pursuant to Section 5(c)(i) hereof, for which the Exercise Price was timely paid. Notwithstanding the foregoing, this Agreement will terminate on any earlier date when all Warrants have been exercised, converted, or cancelled; *provided*, *however*, that the provisions of Sections 12, 13, 14, 15, 16, 17, 18, 19, 20 and 23 shall survive such termination.

SECTION 18. Governing Law and Consent to Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed within the State of Delaware. Each of the Company and the Warrant Agent hereby irrevocably submits to the jurisdiction of the Delaware Chancery Court; provided that if such court does not have jurisdiction, then the United States District Court for the District of Delaware, with respect to any suit, action or proceeding arising out of or relating to this Agreement, and each irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Nothing herein shall affect the right of any Person to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the Company in any other jurisdiction.

SECTION 19. Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and

voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 19 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 20. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other than the Company, the Warrant Agent and the registered Holders and beneficial owners (who are express third party beneficiaries of this Agreement) any legal or equitable right, remedy or claim under this Agreement, and this Agreement shall be for the sole and exclusive benefit of the Company, the Warrant Agent and the registered Holders and beneficial owners.

SECTION 21. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

SECTION 22. Headings. The headings of sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and in no way modify or restrict any of the terms or provisions hereof.

SECTION 23. Confidentiality. The Warrant Agent and the Company agree that all books, records, information and data pertaining to the business of the other party, including inter alia, personal, non-public warrant holder information, which are exchanged or received pursuant to the negotiation or the carrying out of this Agreement including the fees for services of the Warrant Agent shall remain confidential, and shall not be voluntarily disclosed to any other person, except as may be required by applicable law, rule or regulation, including, without limitation, pursuant to subpoenas from state or federal government authorities (e.g., in divorce and criminal actions). Each party may disclose relevant aspects of the other party's confidential information to its officers, affiliates, agents, subcontractors and employees to the extent reasonably necessary to perform its duties and obligations under this Agreement and such disclosure is not prohibited by applicable law; *provided* that such disclosing party shall (a) direct such officers, affiliates, agents, subcontractors and employees to treat such information confidentially and (b) be responsible for any breach of this Section 23 by such officers, affiliates, agents, subcontractors and employees who receive such information.

SECTION 24. Representations. Each party hereto (other than the Warrant Agent) represents and warrants that such party has been duly organized and is validly existing under the laws of the jurisdiction of its incorporation, and that this Agreement has been duly authorized, executed and delivered by such party and is enforceable against such party in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

SECTION 25. Entire Agreement. This Agreement, the Warrants and the Securityholders Agreement and any other agreements referenced herein or therein constitute the entire agreement with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

SECTION 26. No Suspension. The right to exercise any Warrants shall not be suspended during any period.

SECTION 27. Withholding; Adjustments Relating to Withholding.

(a) Withholding. Notwithstanding any provision in this Agreement to the contrary, and subject to Section 26(b), the Company is authorized to take any actions that may be necessary to comply with all applicable tax withholding and reporting requirements imposed by any governmental authority, including in connection with all distributions, deemed distributions or other situations requiring withholding under applicable law, which may include (i) applying a portion of any cash distribution to be made under the Warrants to pay applicable withholding taxes, (ii) liquidating a portion of any non-cash distribution to be made under the Warrants to generate sufficient funds to pay applicable withholding taxes and (iii) requiring reimbursement from any Holder to the extent any withholding is required in the absence of any distribution. The Company is authorized to require Holders to submit appropriate tax and withholding certifications (such as IRS Forms W-9 and the appropriate IRS Forms W-8, as applicable) that are necessary to enable compliance with this Section 27.

(b) Adjustments Related to Withholding. Notwithstanding any adjustments provided for in this Agreement, the number of Warrant Shares issuable on exchange and/or exercise of any Warrant shall be decreased in the event any withholding or deduction with respect to taxes would be required under applicable law in connection with any adjustment described under Section 6 with respect to such Warrant; provided, that the holder of such Warrant shall be entitled to fund any such withholding tax in cash in lieu of such adjustment being made. The dollar value of any such decrease in the number of Warrant Shares issuable on exchange and/or exercise of such Warrant (based on the distribution to which the adjustment under Section 6 related) or the cash paid by the holder of such Warrant to fund the withholding tax, as applicable shall be remitted in cash to the appropriate taxing authority or authorities in accordance with applicable law.

***[Signature pages follow]***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

Hornbeck Offshore Services, Inc.

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

Computershare, Inc. and
Computershare Trust Company, N.A.
collectively, as Warrant Agent

By: /s/ Collin Ekeogu
Name: Collin Ekeogu
Title: Manager, Corporate Actions

[Signature Page to Creditor Warrant Agreement]

**EXHIBIT A**
**WARRANT ALLOCATION SCHEDULE**

**EXHIBIT B-1**

**FORM OF FACE OF GLOBAL CREDITOR WARRANT CERTIFICATE**

This Global Warrant Certificate is deposited with or on behalf of The Depository Trust Company (the "Depository") or its nominee in custody for the benefit of the beneficial owners hereof, and is not transferable to any person under any circumstances except that (i) this Global Warrant Certificate may be delivered to the Warrant Agent for cancellation pursuant to Section 4(f) of the Warrant Agreement and (ii) this Global Warrant Certificate may be transferred pursuant to Section 4(e) of the Warrant Agreement and as set forth below.

**UNLESS THIS GLOBAL WARRANT CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE COMPANY OR THE WARRANT AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. OR SUCH OTHER ENTITY, HAS AN INTEREST HEREIN.**

**TRANSFERS OF THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE OR AS OTHERWISE PERMITTED IN THE WARRANT AGREEMENT, AND TRANSFERS OF BENEFICIAL INTERESTS IN THIS GLOBAL WARRANT CERTIFICATE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE WARRANT AGREEMENT.**

**NO AFFILIATE OF HORNBECK OFFSHORE SERVICES, INC. THAT OWNS THIS SECURITY (OR ANY INTEREST HEREIN) MAY SELL THIS SECURITY (OR ANY INTEREST HEREIN) IF UPON SUCH RESALE THIS SECURITY (OR SUCH INTEREST) WOULD CONSTITUTE A "RESTRICTED SECURITY" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

No registration or transfer of the securities issuable pursuant to the exercise or conversion of the Warrant will be recorded on the books of the Company until such provisions have been complied with.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

CUSIP No. [•]

ISIN No. [•]

Initially [•] WARRANTS TO PURCHASE

WARRANT SHARES

# HORNBECK OFFSHORE SERVICES, INC.

## GLOBAL WARRANT TO PURCHASE WARRANT SHARES

VOID AFTER 5:00 P.M., New York City Time, September 4, 2027

This Global Warrant Certificate ("Warrant Certificate") certifies that Cede & Co., or its registered assigns is the registered holder of warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the 'Company"), to purchase (i) the number of shares of Common Stock, par value $0.00001 per share (the "Common Stock"), of the Company or (ii) Warrants (as defined in the Jones Act Warrant Agreement), as determined in accordance with the Warrant Agreement, set forth above. The Warrants expire at 5:00 p.m., New York City time, on the date that is the seventh (7th) anniversary of the Effective Date (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company (i) one fully paid and non-assessable share of Common Stock or (ii) a number of Warrants (as defined in the Jones Act Warrant Agreement) exercisable or convertible into one share of Common Stock, as determined in accordance with the Warrant Agreement, at the exercise price per share (the "Exercise Price"), payable, unless the holder has elected a Cashless Conversion, to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the business day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The initial Exercise Price shall be $27.83 (subject to adjustment as provided in the Warrant Agreement).

The Warrants are subject to exercise and conversion, in whole or in part, as and to the extent provided in the Warrant Agreement.

The number of Warrant Shares purchasable upon exercise or conversion of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised or converted prior to the date of the Warrant Agreement or after the Expiration Date.

*Holder Not Deemed a Stockholder*. Prior to the exercise or conversion of any Warrant, no holder thereof, as such, shall be entitled to any rights of a stockholder of the Company, including, but not limited to, the right to vote, to receive dividends or other distributions, to exercise any preemptive right or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter (provided that, for the avoidance of doubt, nothing herein shall limit the rights of the Holders under the Charter, the Securityholders Agreement or any other agreement).

*Jones Act Limitations on Warrant Exercise.* The issuance of Warrant Shares upon exercise or conversion of Warrants is subject to the limitations on ownership and control of the Common Stock by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 2020

Hornbeck Offshore Services, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Computershare, Inc. and

Computershare Trust Company, N.A.
collectively, as Warrant Agent

By: _____
Name: _____
Title: _____

FORM OF REVERSE OF GLOBAL WARRANT CERTIFICATE
HORNBECK OFFSHORE SERVICES, INC.

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase Warrant Shares issued pursuant to that certain Creditor Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised or converted to purchase Warrant Shares from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof, subject to adjustment as described in the Warrant Agreement. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement. The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Holder, as and to the extent provided in the Warrant Agreement.

In the event that upon any exercise or conversion of the Warrants evidenced hereby the number of Warrant Shares actually purchased shall be less than the total number of Warrant Shares purchasable upon exercise or conversion of the Warrants evidenced hereby, there shall be issued to the holder hereof, or such holder's assignee, a new Warrant Certificate evidencing Warrants to purchase the Warrant Shares not so purchased or appropriate adjustment shall be made in the "Schedule of Increases or Decreases in Global Warrant Certificate" annexed hereto. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered by book-entry delivery through the facilities of the Depository, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of Warrant Shares.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

[Balance of page intentionally remains blank]

[TO BE ATTACHED TO GLOBAL WARRANT CERTIFICATE FOR THE WARRANTS]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL WARRANT CERTIFICATE

The following increases or decreases in this Global Warrant Certificate have been made:

| Date | Amount of decrease in the number of Warrants represented by this Global Warrant Certificate | Amount of increase in number of Warrants represented by this Global Warrant Certificate | Number of Warrants represented by this Global Warrant Certificate following such decrease or increase | Signature of authorized officer of the Warrant Agent |
|---|---|---|---|---|
| | | | | |

FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING WARRANTS
THROUGH THE DEPOSITORY TRUST COMPANY

TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Warrant Shares

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by Warrants to purchase (i) shares of Common Stock of Hornbeck Offshore Services, Inc. (the "Company") or (ii) Warrants (as defined in the Jones Act Warrant Agreement), as determined in accordance with the Warrant Agreement, held for its benefit through the book-entry facilities of The Depository Trust Company (the "Depository"), to exercise _____ Warrants for the purchase of _____ newly issued Warrant Shares at the Exercise Price of $27.83 per share (as such Exercise Price may be adjusted pursuant to the Warrant Agreement).

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such shares $_____by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

☐ Please check if the undersigned, in lieu of paying the Exercise Price as set forth in the preceding paragraph, elects a Cashless Conversion.

If the undersigned will be receiving the Warrant Shares issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Warrant Shares issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Warrant Shares purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the Warrant Shares are evidenced by global securities, the Warrant Shares shall be registered in the name of the Depository or its nominee.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU (THROUGH THE CLEARING SYSTEM) OF (1) THE WARRANT AGENT'S ACCOUNT AT THE DEPOSITORY TO WHICH YOU MUST DELIVER YOUR WARRANTS ON THE EXERCISE DATE AND (2) THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF DIRECT PARTICIPANT IN THE DEPOSITORY:_____
(PLEASE PRINT)

ADDRESS:_____

CONTACT NAME: _____

ADDRESS:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____
_____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED:

_____

DEPOSITORY ACCOUNT NO.: _____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE".

WARRANT HOLDER EXERCISING THE WARRANTS, IF OTHER THAN THE DIRECT DTC PARTICIPANT DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME:_____
___

(PLEASE PRINT)

CONTACT NAME:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____
_____

ACCOUNT TO WHICH WARRANT SHARES ARE TO BE CREDITED:

_____

DEPOSITORY ACCOUNT NO.:_____

FILL IN FOR DELIVERY OF THE WARRANT SHARES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME:_____
__
(PLEASE PRINT)

ADDRESS:_____

CONTACT NAME:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER WARRANTS BEING EXERCISED:_____

NUMBER OF WARRANT SHARES FOR WHICH THE WARRANTS ARE BEING EXERCISED:_____

Signature: _____

Name: _____

Capacity in which signing: _____

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT B-2**
**FORM OF FACE OF INDIVIDUAL WARRANT CERTIFICATE**

VOID AFTER 5:00 P.M., New York City Time, September 4, 2027

**"THE SHARES OF COMMON STOCK OF THE COMPANY (THE "SHARES') WHICH MAY BE PURCHASED PURSUANT TO THE EXERCISE OF THIS WARRANT ARE SUBJECT TO A SECURITYHOLDERS AGREEMENT AMONG HORNBECK OFFSHORE SERVICES, INC. AND THE HOLDERS PARTY THERETO, A COPY OF WHICH IS ON FILE WITH THE CORPORATE SECRETARY OF HORNBECK OFFSHORE SERVICES, INC. THE SECURITYHOLDERS AGREEMENT CONTAINS, AMONG OTHER THINGS, CERTAIN PROVISIONS RELATING TO THE TRANSFER OF THE WARRANTS AND THE SHARES ISSUABLE PURSUANT THERETO, INCLUDING RESTRICTIONS ON TRANSFER TO AND OWNERSHIP BY PERSONS WHO ARE NOT U.S. CITIZENS AS DEFINED IN 46 U.S.C. SECTION 50501 QUALIFIED TO OWN AND OPERATE VESSELS ENGAGED IN THE UNITED STATES COASTWISE TRADE, AS IN EFFECT ON THE DATE IN QUESTION, OR ANY SUCCESSOR STATUTE OR REGULATION, AS INTERPRETED BY THE U.S. COAST GUARD IN APPLICABLE PRECEDENT. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE WARRANTS REPRESENTED BY THIS CERTIFICATE (OR THE SHARES ISSUABLE PURSUANT THERETO) MAY, DIRECTLY OR INDIRECTLY, BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT."**

[•]
WARRANTS TO PURCHASE
WARRANT SHARES

HORNBECK OFFSHORE SERVICES, INC.

INDIVIDUAL WARRANT TO PURCHASE WARRANT SHARES

VOID AFTER 5:00 P.M., New York City Time, September 4, 2027

This Individual Warrant Certificate ("Warrant Certificate") certifies that Cede & Co., or its registered assigns is the registered holder of warrants (the "Warrants") of Hornbeck Offshore Services, Inc., a Delaware corporation (the 'Company"), to purchase (i) the number of shares of Common Stock, par value $0.00001 per share (the "Common Stock"), of the Company or (ii) Warrants (as defined in the Jones Act Warrant Agreement), as determined in accordance with the Warrant Agreement, set forth above. The Warrants expire at 5:00 p.m., New York City time, on the date that is the seventh (7th) anniversary of the Effective Date (such date, the "Expiration Date"), and each Warrant entitles the holder to purchase from the Company (i) one fully paid and non-assessable share of Common Stock or (ii) a number of Warrants (as defined in the Jones Act Warrant Agreement) exercisable or convertible into one share of Common Stock, as determined in accordance with the Warrant Agreement, at the exercise price per share (the "Exercise Price"), payable, unless the holder has elected a Cashless Conversion, to the Company either by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the settlement date, which settlement date is three Business Days after a Warrant Exercise Notice is delivered (the "Settlement Date"). The initial Exercise Price shall be $27.83 (subject to adjustment as provided in the Warrant Agreement).

The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Company, as and to the extent provided in the Warrant Agreement.

The number of Warrant Shares purchasable upon exercise or conversion of the Warrants are subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

To the extent that any provision hereof conflicts with any provision of the Warrant Agreement, the provision in the Warrant Agreement shall control.

No Warrant may be exercised or converted prior to the date of the Warrant Agreement or after the Expiration Date.

Holder Not Deemed a Stockholder. Prior to the exercise or conversion of any Warrant, no holder thereof, as such, shall be entitled to any rights of a stockholder of the Company, including, but not limited to, the right to vote, to receive dividends or other distributions, to exercise any preemptive right or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or any other matter (provided that, for the avoidance of doubt, nothing herein shall limit the rights of the Holders under the Charter, the Securityholders Agreement or any other agreement).

Jones Act Limitations on Warrant Exercise. The right to exercise or convert Warrants is subject to the limitations on ownership and control of the Common Stock by Non-U.S. Citizens set forth in the Warrant Agreement.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS WARRANT CERTIFICATE SET FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent.

***[signature page follows]***

IN WITNESS WHEREOF, the Company has caused this Warrant Certificate to be executed by its duly authorized officer.

Dated: _____, 2020

Hornbeck Offshore Services, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Computershare, Inc. and

Computershare Trust Company, N.A.
collectively, as Warrant Agent

By: _____
Name: _____
Title: _____

The Warrants evidenced by this Warrant Certificate are a part of a duly authorized issue of Warrants to purchase Warrant Shares issued pursuant to that certain Creditor Warrant Agreement, dated as of September 4, 2020 (the "Warrant Agreement"), duly executed and delivered by the Company and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent"). The Warrant Agreement hereby is incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "holders" or "holder" meaning the registered holders or registered holder) of the Warrants. A copy of the Warrant Agreement may be inspected at the Warrant Agent's office designated for such purpose and is available upon written request addressed to the Company. All capitalized terms used in this Warrant Certificate but not defined herein and are defined in the Warrant Agreement shall have the meanings assigned to them therein.

Warrants may be exercised or converted to purchase Warrant Shares from the Company from the date of the Warrant Agreement through 5:00 p.m., New York City time, on the Expiration Date, at the Exercise Price set forth on the face hereof, subject to adjustment as described in the Warrant Agreement. Subject to the terms and conditions set forth herein and in the Warrant Agreement, the holder of the Warrants evidenced by this Warrant Certificate may exercise such Warrants as set forth in the Warrant Agreement.

The Warrants are also subject to conversion, in whole or in part, at the sole discretion of the Holder, as and to the extent provided in the Warrant Agreement.

In the event that upon any exercise or conversion of the Warrants evidenced hereby the number of Warrant Shares actually purchased shall be less than the total number of Warrant Shares purchasable upon exercise or conversion of the Warrants evidenced hereby, there shall be issued to the holder hereof, or such holder's assignee, a new Warrant Certificate evidencing Warrants to purchase the Warrant Shares not so purchased. After 5:00 p.m., New York City time on the Expiration Date, unexercised or unconverted Warrants shall become wholly void and of no value.

Warrant Certificates, when surrendered to the Company, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing Warrants to purchase in the aggregate a like number of Warrant Shares.

No Warrants may be sold, exchanged or otherwise transferred in violation of the Securities Act or state securities laws.

The Company and Warrant Agent may deem and treat the registered holder hereof as the absolute owner of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone) for the purpose of any exercise or conversion hereof and for all other purposes.

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FORM OF ELECTION TO EXERCISE WARRANT FOR
WARRANT HOLDERS HOLDING INDIVIDUAL WARRANT CERTIFICATES

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Warrant Shares

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by Warrants to purchase (i) shares of Common Stock of Hornbeck Offshore Services, Inc. (the "Company") or (ii) Warrants (as defined in the Jones Act Warrant Agreement), as determined in accordance with the Warrant Agreement, to purchase newly issued Warrant Shares at the Exercise Price of $27.83 per share (as such Exercise Price may be adjusted pursuant to the Warrant Agreement).

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such shares $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

☐ Please check if the undersigned, in lieu of paying the Exercise Price as set forth in the preceding paragraph, elects a Cashless Conversion.

If the undersigned will be receiving the Warrant Shares issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Warrant Shares issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Warrant Shares purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the Warrant Shares are evidenced by global securities, the Warrant Shares shall be registered in the name of the Depository or its nominee.

Dated: _____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER:_____
(PLEASE PRINT)

ADDRESS:_____

_____

DELIVERY ADDRESS (IF DIFFERENT):_____

_____

ACCOUNT TO WHICH THE WARRANT SHARES ARE TO BE CREDITED:

_____

FILL IN FOR DELIVERY OF THE WARRANT SHARES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME:_____

ADDRESS:_____

_____

CONTACT NAME:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____

NUMBER WARRANTS BEING EXERCISED:_____

NUMBER OF WARRANT SHARES FOR WHICH THE WARRANTS ARE BEING EXERCISED:_____

Signature: _____

Note: If the Warrant Shares are to be registered in a name other than that in which the Warrants represented by Individual Warrant Certificate(s) are registered, the signature of the holder hereof must be guaranteed.

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT B-3**
**FORM OF ELECTION TO EXERCISE WARRANT FOR HOLDERS OF DIRECT REGISTRATION WARRANTS**

TO BE COMPLETED BY REGISTERED HOLDER

HORNBECK OFFSHORE SERVICES, INC.

_____ Warrants to Purchase _____ Warrant Shares

(TO BE EXECUTED UPON EXERCISE OF THE WARRANT)

The undersigned hereby irrevocably elects to exercise the right, represented by Warrants to purchase (i) shares of Common Stock of Hornbeck Offshore Services, Inc. (the "Company") or (ii) Warrants (as defined in the Jones Act Warrant Agreement), as determined in accordance with the Warrant Agreement, to purchase newly issued Warrant Shares at the Exercise Price of $27.83 per share (as such Exercise Price may be adjusted pursuant to the Warrant Agreement).

The undersigned represents, warrants and promises that it has the full power and authority to exercise or convert and deliver the Warrants exercised or converted hereby. Unless the undersigned is making an election to convert the Warrants as set forth below, the undersigned represents, warrants and promises that it has delivered or will deliver in payment for such shares $_____ by certified or official bank or bank cashier's check payable to the order of the Company, or by wire transfer in immediately available funds of the aggregate Exercise Price to an account of the Warrant Agent specified in writing by the Warrant Agent for such purpose, no later than 5:00 p.m., New York City time, on the Business Day immediately prior to the Settlement Date.

☐ Please check if the undersigned, in lieu of paying the Exercise Price as set forth in the preceding paragraph, elects a Cashless Conversion.

If the undersigned will be receiving the Warrant Shares issuable upon exercise or conversion of Warrants:

☐ Please check if the undersigned is a U.S. Citizen (additional information may be required by the Company to confirm that the undersigned is a U.S. Citizen)

☐ Please check if the undersigned is a Non-U.S. Citizen.

If the undersigned has designated another person (a "designee") to receive the Warrant Shares issuable upon exercise or conversion of Warrants:

☐ Please check if such designee is a U.S. Citizen (additional information may be required by the Company to confirm that such designee is a U.S. Citizen)

☐ Please check if such designee is a Non-U.S. Citizen.

The undersigned requests that the Warrant Shares purchased hereby be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below, *provided* that if the Warrant Shares are evidenced by global securities, the Warrant Shares shall be registered in the name of the Depository or its nominee.

Dated:_____

NOTE: THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. THE WARRANT AGENT SHALL NOTIFY YOU OF THE ADDRESS, PHONE NUMBER AND ELECTRONIC MAILING ADDRESS WHERE YOU CAN CONTACT THE WARRANT AGENT AND TO WHICH WARRANT EXERCISE NOTICES ARE TO BE SUBMITTED.

NAME OF REGISTERED HOLDER:_____
(PLEASE PRINT)

ADDRESS:_____

_____

CONTACT NAME: _____

ADDRESS:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE):_____

ACCOUNT FROM WHICH THE WARRANTS ARE BEING DELIVERED:

_____

WARRANT EXERCISE NOTICES WILL ONLY BE VALID IF DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH IN THIS NOTIFICATION (OR AS OTHERWISE DIRECTED), MARKED TO THE ATTENTION OF "WARRANT EXERCISE". WARRANT HOLDER DELIVERING THE WARRANTS:

ACCOUNT TO WHICH THE WARRANT SHARES ARE TO BE CREDITED:

_____

DEPOSITORY ACCOUNT NO.:_____

FILL IN FOR DELIVERY OF THE WARRANT SHARES IF OTHER THAN TO THE PERSON DELIVERING THIS WARRANT EXERCISE NOTICE:

NAME:_____

(PLEASE PRINT)

ADDRESS:_____

_____

CONTACT NAME:_____

TELEPHONE (INCLUDING INTERNATIONAL CODE):_____

E-MAIL: _____

SOCIAL SECURITY OR OTHER TAXPAYER IDENTIFICATION NUMBER (IF APPLICABLE): _____

NUMBER WARRANTS BEING EXERCISED:_____

NUMBER OF WARRANT SHARES FOR WHICH THE WARRANTS ARE BEING EXERCISED:_____

Signature: _____

Name: _____

Capacity in which signing: _____

Signature Guaranteed

BY: _____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT C**
**FORM OF ASSIGNMENT**

(TO BE EXECUTED BY THE REGISTERED HOLDER
IF SUCH HOLDER DESIRES TO TRANSFER A WARRANT)

FOR VALUE RECEIVED, the undersigned registered holder hereby sells, assigns and transfers unto

_____

Name of Assignee

_____

Address of Assignee

Warrants to purchase _____ Warrant Shares held by the undersigned, together with all right, title and interest therein, and does irrevocably constitute and appoint attorney, to transfer such Warrants on the books of the Warrant Agent, with full power of substitution.

_____

Signature

_____

Date

_____

Social Security or Other Taxpayer Identification Number of Assignee

SIGNATURE GUARANTEED BY:

_____

Signatures must be guaranteed by a participant in a Medallion Signature Guarantee Program at a guarantee level acceptable to the Company's transfer agent.

**EXHIBIT D**
**WARRANT SUMMARY**

NUMBER OF WARRANTS: Initially, 1,642,593 Warrants, subject to adjustment as described in the Creditor Warrant Agreement dated as of September 4, 2020 between Hornbeck Offshore Services, Inc. (the "Company") and Computershare, Inc. and its wholly owned subsidiary, Computershare Trust Company, N.A. (collectively, the "Warrant Agent") (as supplemented or amended, the "Warrant Agreement"), each of which is exercisable or convertible for (i) one share of Common Stock or (ii) a number of Warrants (as defined in the Jones Act Warrant Agreement) exercisable or convertible into one share of Common Stock, as determined in accordance with the Warrant Agreement. This summary is not complete and reference is made to the Warrant Agreement for the terms of the Warrants. In the event of any conflict, the terms of the Warrant Agreement shall control.

EXERCISE PRICE: $27.83 per Warrant Share (subject to adjustment as provided in the Warrant Agreement).

HOLDER NOT DEEMED A STOCKHOLDER: Prior to the exercise or conversion of any Warrant, no holder thereof, as such, shall be entitled to any rights of a stockholder of the Company.

JONES ACT AND U.S. MARITIME LAWS LIMITATIONS ON EXERCISE OR CONVERSION: The right to exercise or convert Warrants is subject to the limitations on ownership and control of the Common Stock by Non-U.S. Citizens set forth in the Warrant Agreement.

FORM OF SETTLEMENT:

Full Settlement: If full physical settlement is elected, the Company shall deliver, against payment of the Exercise Price, a number of Warrant Shares equal to the number of Warrants exercised or converted, as such number may be adjusted pursuant to the terms of the Warrant Agreement.

Cashless Conversion: If Cashless Conversion is elected, the Company will withhold from issuance a number of Warrant Shares as provided in the Warrant Agreement.

DATES OF EXERCISE OR CONVERSION: At any time, and from time to time, prior to the close of business on the Expiration Date.

EXPIRATION DATE: The seventh ($7^{th}$) anniversary of the Effective Date.

**Exhibit 4.6**

*Execution Version*

**SECURITYHOLDERS AGREEMENT**

**by and among**

**HORNBECK OFFSHORE SERVICES, INC.**

**and**

**THE OTHER PARTIES TO THIS AGREEMENT**

**Dated as of September 4, 2020**

**TABLE OF CONTENTS**

**SECURITYHOLDERS AGREEMENT**

THIS SECURITYHOLDERS AGREEMENT (this "**Agreement**"), dated effective as of September 4, 2020 (the "**Effective Date**"), is entered into by and among Hornbeck Offshore Services, Inc., a Delaware corporation (the "**Company**"), and each of the Securityholders (as defined below).

**RECITALS**

WHEREAS, in connection with a recapitalization of the Company and its Subsidiaries (as defined below) under chapter 11 title 11 of the U.S. Bankruptcy Code (the "**Restructuring**"), the Securityholders have received Company Securities (as defined below) pursuant to and in accordance with the Plan (as defined below);

WHEREAS, pursuant to the Restructuring, the Company has adopted each of (i) the Certificate of Incorporation (as defined below) and (ii) the Bylaws (as defined below);

WHEREAS, the Plan provides that any party that is to receive Equity Interests and Warrants (each as defined below) shall be a party to this Agreement and deemed to be bound to the terms of this Agreement from and after the Effective Date, even if not a signatory hereto;

WHEREAS, the Company and the Securityholders party hereto wish to provide for certain matters relating to the management and administration of the affairs of the Company on the terms and conditions set forth herein; and

NOW THEREFORE, pursuant to, and in consideration of the obligations of the Company and the Securityholders under the Plan, the premises, mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows effective as of the Effective Date:

**ARTICLE I**
**DEFINITIONS**

Section 1.1 Definitions.

(a) As used herein, the following terms have the following meanings:

"**2% Securityholder**" at any time of determination means each Securityholder that has a Securityholder Ownership Percentage at such time of greater than or equal to 2%.

"**7.5% Securityholder**" at any time of determination means each Securityholder that has a Securityholder Ownership Percentage at such time of greater than or equal to 7.5%.

"**10% Securityholder**" at any time of determination means each Securityholder that has a Securityholder Ownership Percentage at such time of greater than or equal to 10%.

"**Accredited Investor**" means an "Accredited Investor" as such term is defined in Regulation D of the Securities Act, or any successor rule then in effect.

"**Additional Appointing Person Director**" has the meaning ascribed to such term in Section 2.1(a)(iii) of this Agreement.

"**Affiliate**" of any specified Person means (i) each other Person who, directly or indirectly, controls, is controlled by or is under common control with such specified Person and (ii) each Affiliated Fund of such specified Person, and the term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract (including proxy) or otherwise; *provided*, *however*, that no Securityholder shall be deemed an Affiliate of any other Securityholder and no Securityholder shall be deemed an Affiliate of the Company (or vice versa), in each case solely on account of ownership of Company Securities or being party to this Agreement.

"**Affiliated Fund**" means, with respect to any Person, a fund, pooled investment vehicle, managed account (including separately managed accounts) or other entity now or hereafter existing that is directly or indirectly controlled, managed, advised or sub-advised by such Person, an Affiliate thereof or the same investment manager, advisor or subadvisor as such Person or any Affiliates of such entity or an Affiliate of such investment manager, advisor or subadvisor (excluding, except for the purpose of calculating Security Ownership Percentage, any portfolio company of such Person).

"**Agreement**" has the meaning ascribed to such term in the preamble hereof.

"**Anti-Dilution Warrant**" means a warrant to purchase a Demand Note issued pursuant to and in accordance with the Jones Act Warrant Agreement to the holders of Jones Act Warrants, which warrant shall have the terms set forth in and as governed by the Anti-Dilution Warrant Agreement.

"**Anti-Dilution Warrant Agreement**" means that certain Jones Act Anti-Dilution Warrant Agreement entered into as of the date hereof between the Company and Computershare, Inc. and Computershare Trust Company, N.A., collectively as warrant agent.

"**Applicable Law**" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"**Appointing Person**" means each of (a) Ares, (b) Whitebox, (c) Highbridge and (d) each Person designated as an Appointing Person pursuant to Section 2.1(h), in each case until the earlier of (x) the date on which such Person ceases to be a 10% Securityholder and (y) the date on which such Appointing Person no longer retains Director Designation Rights as a result of designating a Transferee as an Appointing Person pursuant to Section 2.1(h); provided, that, except in the case of a Non-U.S. Appointing Person, the Director Designation Rights exercisable by an Appointing Person shall only be exercisable by Persons comprising such Appointing Person that are U.S. Citizens; and provided, further, that for purposes of Sections 2.2 and 8.10, "Appointing Person" shall mean (i) Ares, taken together as a group with each of its direct and indirect Transferees to

which have been transferred Director Designation Rights in accordance with Section 2.1(h), acting by majority vote based on Security Ownership Percentages, (ii) Highbridge, taken together as a group with each of its direct and indirect Transferees to which have been transferred Director Designation Rights in accordance with Section 2.1(h), acting by majority vote based on Security Ownership Percentages, and (iii) Whitebox, taken together as a group with each of its direct and indirect Transferees to which have been transferred Director Designation Rights in accordance with Section 2.1(h), acting by majority vote based on Security Ownership Percentages.

"**Appointing Person Director**" has the meaning ascribed to such term in Section 2.1(a)(i) of this Agreement.

"**Ares**" means, collectively, (i) ASSF IV HOS AIV 1, L.P., (ii) ASOF HOS AIV 1, L.P., (iii) ASSF IV HOS AIV 2, L.P, (iv) ASOF HOS AIV 2, L.P., (v) ASSF IV AIV B, L.P., (vi) ASOF Holdings I, L.P., (vii) SA Real Assets 19 Limited, (viii) SALI Multi-Series Fund, L.P. and (ix) each of their Affiliates that is or becomes a Securityholder in accordance with this Agreement. For purposes of the definition of "Disqualified Person," (i) SA Real Assets 19 Limited and its portfolio companies and (ii) SALI Multi-Series Fund, L.P. and its portfolio companies shall be excluded from the definition of "Ares", in each case for so long as such accounts are not exclusively managed by the Private Equity Group of Ares Management LLC.

"**Audit Committee**" has the meaning ascribed to such term in Section 2.1(d)(ii) of this Agreement.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Southern District of Texas.

"**Board**" means the board of directors of the Company.

"**Board Committee**" and "**Board Committees**" have the meanings ascribed to such term in Section 2.1(d) of this Agreement.

"**Board Designees**" has the meaning ascribed to such term in Section 2.1(a)(v) of this Agreement.

"**Budget**" has the meaning ascribed to such term in Section 2.4.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which state or federally chartered banking institutions in New York City, New York are not required to be opened.

"**Bylaws**" means those certain Fifth Amended and Restated Bylaws of the Company dated as of the date hereof, as the same may be amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time in accordance with its terms.

"**Certificate**" has the meaning ascribed to such term in Section 4.3(b) of this Agreement.

"**Certificate of Incorporation**" means that certain Third Amended and Restated Certificate of Incorporation of the Company, as filed with the Secretary of State of the State of Delaware as of the Effective Date, as the same may be amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time in accordance with its terms.

"**Chairman**" has the meaning ascribed to such term in Section 2.1(a)(vi) of this Agreement.

"**Change of Control**" shall be deemed to have occurred, with respect to any Person, at any time after the date hereof if any of the following occurs:

(i) the consummation of any transaction (other than any transaction described in clause (ii) below, whether or not the proviso therein applies) the result of which is that a "person" or "group" (within the meaning of Section 13(d) of the Exchange Act), has become the direct or indirect beneficial owner of more than fifty percent (50.0%) of the Voting Stock (it being understood and agreed that in no event shall the Securityholders be deemed to be a "group" within the meaning of Section 13(d) of the Exchange Act solely by reason of ownership of Equity Securities of the Company or the entry by the Securityholders into this Agreement and the other certificates, documents and other instruments to be entered into at the Effective Time (as defined in the Plan) in accordance with the Plan); or

(ii) the consummation of (A) any recapitalization, reclassification or change of any capital stock of such Person (other than a change in par value, or from par value to no par value, or from no par value to par value, or changes resulting from a subdivision or combination), as a result of which the capital stock of such Person would be converted into, or exchanged for, stock, other securities or other property or assets (including cash or any combination thereof); (B) any consolidation, merger or other combination of such Person or binding share exchange pursuant to which the capital stock of such Person would be converted into, or exchanged for, stock, other securities or other property or assets (including cash or any combination thereof); or (C) any sale, lease or other transfer or disposition in one transaction or a series of transactions of all or substantially all of the consolidated assets of such Person and its Subsidiaries, taken as a whole, to any other Person other than one or more of such Person's wholly-owned Subsidiaries; provided, however, that (x) none of the transactions described in clauses (A) or (B) shall constitute a "Change of Control" if the holders of the Voting Stock of such Person immediately prior to such transaction continue to own at least, directly or indirectly, more than fifty percent (50.0%) of the voting power of the equity of the surviving corporation or transferee, or the parent thereof, immediately after such event and (y) none of the transactions described in clauses (A), (B) or (C) shall constitute a "Change of Control" if such transaction is effected solely to change such Person's jurisdiction of formation or to form a holding company for such Person and that results in a share exchange or reclassification or similar exchange of the outstanding Voting Stock of such Person solely into voting equity of the surviving entity.

"**Chief Executive Officer**" has the meaning ascribed to such term in Section 2.1(a)(ii) of this Agreement.

"**Commission**" means the United States Securities and Exchange Commission.

"**Common Stock**" means the common stock, par value $0.00001 per share, of the Company, and any shares or capital stock for or into which such common stock hereafter is exchanged, converted, reclassified or recapitalized by the Company.

"**Common Stock Equivalents**" means, without duplication, Common Stock and any warrants (including the Creditor Warrants and Jones Act Warrants), options, securities or other rights exercisable for or convertible or exchangeable into, directly or indirectly, Common Stock, whether exercisable, convertible or exchangeable at the time of issuance or upon the passage of time or the occurrence of some future event, including, for greater clarity, restricted stock units, performance stock units or any substantially similar award, whether or not settled in Common Stock or a Common Stock Equivalent, if the value of such award is derived from or measured in part or in full from the value of the Common Stock or a Common Stock Equivalent.

"**Company**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Company Sale Notice**" has the meaning ascribed to such term in Section 5.1(c) of this Agreement.

"**Company Securities**" means (i) the Common Stock, (ii) the Warrants, (iii) all other Common Stock Equivalents and Equity Securities of the Company and (iv) all securities, bonds, notes, guarantees, indebtedness, options or other rights or instruments exercisable or exchangeable for or convertible into any of the foregoing. As of the date hereof, the Company Securities consist solely of (A) the Common Stock and Warrants and (B) awards under the MIP.

"**Compensation Committee**" has the meaning ascribed to such term in Section 2.1(d)(i) of this Agreement.

"**Competitor**" means any Person set forth on Schedule I (as may be modified from time to time in accordance with the terms of this Agreement) and each Subsidiary of such Person.

"**Confidential Information**" means all information of the Company, any Securityholder or any of their respective Affiliates received from the Company, any Securityholder or any of their respective Affiliates hereunder (including information provided to an Appointing Person by any of its appointed Directors or Observers), other than any information which (A) is available on a non-confidential basis, from a source other than the Company or its Affiliates, or any of their respective representatives, employees, agents or other service providers, and in each case not in violation of a confidentiality obligation, (B) is disclosed in a prospectus, in other documents or in any other manner for dissemination to the public, or (C) is independently developed by the disclosing Person without violating any requirement hereunder.

"**Consultation Right**" has the meaning ascribed to such term in Section 2.1(a)(iii) of this Agreement.

"**Contracting Parties**" has the meaning ascribed to such term in Section 8.11 of this Agreement.

"**Creditor Warrant Agreement**" means the Creditor Warrant Agreement, dated as of the date hereof, between the Company and Computershare, Inc. and Computershare Trust Company, N.A., collectively as warrant agent, with respect to the Creditor Warrants.

"**Creditor Warrants**" means warrants to purchase a number of shares of Common Stock, which warrants shall have the terms set forth in and as governed by the Creditor Warrant Agreement.

"**Demand Note**" means a non-interest-bearing demand note issuable in connection with the exercise of an Anti-Dilution Warrant pursuant to the terms of the Anti-Dilution Warrant Agreement.

"**Demand Registration Notice**" has the meaning ascribed to such term in Section 6.1(a) of this Agreement.

"**Dilutive Instruments**" has the meaning ascribed to such term in Section 5.1(b) of this Agreement.

"**Director**" means a duly nominated and elected or appointed member of the Board.

"**Director Designation Right**" means the right of an Appointing Person to designate a Director for election to the Board pursuant to Section 2.1(a) of this Agreement.

"**Disqualified Person**" at any time of determination means a Person if at such time such Person or any of its Affiliates (other than any such Affiliate that is separated from such Person by an effective information wall) either (i) is a Competitor or (ii) owns a Disqualifying Interest. For purposes of this definition, (A) neither an Affiliated Fund of Ares, Whitebox or Highbridge nor any of the portfolio companies in which it is invested shall be deemed to be an Affiliate of Ares, Whitebox or Highbridge, respectively, if (x) such Affiliated Fund does not directly or indirectly beneficially own any Company Securities and (y) the dedicated senior investment professionals (excluding those persons whose role is limited to membership on an investment committee) of Ares, Whitebox or Highbridge, as applicable, substantially involved in the management of the fund or pooled investment vehicle that beneficially owns such Company Securities are not substantially involved in the management of such Affiliated Fund (excluding any role limited to membership on an investment committee), (B) no Person shall be deemed to be an Affiliate of Highbridge other than (1) Highbridge Capital Management LLC, (2) any fund, pooled investment vehicle, managed account (including any separately managed account) or other entity now or hereafter existing that is directly or indirectly controlled, managed, advised or sub-advised by Highbridge Capital Management LLC or (3) any of their respective controlled Affiliates and (C) neither SA Real Assets 19 Limited, SALI Multi-Series Fund , L.P. nor any of their respective portfolio companies shall be deemed to be an Affiliate of Ares, in each case for so long as such accounts are not exclusively managed by the Private Equity Group of Ares Management LLC.

"**Disqualifying Interest**" means the beneficial ownership of more than 25% of the Equity Interests in a Competitor (after giving effect to a hypothetical conversion, or exercise, as applicable, of any issued and outstanding Equity Securities of such Competitor which are convertible or exercisable (directly or indirectly) into such Equity Security, without regard to whether such other Equity Securities are then convertible or exercisable in accordance with their terms or the terms of the organizational documents of such Competitor).

"**Drag-Along Notice**" has the meaning ascribed to such term in Section 4.7(f) of this Agreement.

"**Drag Transaction**" has the meaning ascribed to such term in Section 4.7(a) of this Agreement.

"**Effective Date**" has the meaning ascribed to such term in the preamble of this Agreement.

"**Equity Interest**" in any Person means all of the units, membership interests, partnership interests, trusts interests or shares of capital stock of, or other ownership or profit interests in, such Person.

"**Equity Security**" means with respect to any Person, (i) any of the Equity Interests of such Person, (ii) any of the options, warrants or other rights for the purchase or acquisition from such Person of Equity Interests of such Person, and (iii) any security, bond, note, guarantee, indebtedness, option or other right or instrument exercisable or exchangeable for or convertible into any of the foregoing.

"**Excess Shares**" has the meaning specified in the Certificate of Incorporation.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Commission thereunder.

"**Exercise Cap**" has the meaning ascribed to such term in Section 2.5 of this Agreement.

"**Full Preemptive Rights Securityholder**" has the meaning ascribed to such term in Section 5.1(e) of this Agreement.

"**Full Tagging Person**" has the meaning ascribed to such term in Section 4.6(b) of this Agreement.

"**Fully Diluted Securities**" means the aggregate number of issued and outstanding shares of Common Stock after giving effect to a hypothetical exercise of all of the issued and outstanding Jones Act Warrants (and not, for the avoidance of doubt, the Creditor Warrants) into shares of Common Stock, without regard to whether such Jones Act Warrants are then exercisable in accordance with their respective terms or the terms of the Organizational Documents (but disregarding and without giving effect to the issuance, conversion or exercise, as applicable, of any Common Stock, Common Stock Equivalent or other Equity Security of the Company issued or issuable pursuant to the MIP). References to the Fully Diluted Securities beneficially owned by any Securityholder shall be to the aggregate number of issued and outstanding shares of Common Stock beneficially owned by such Securityholder after giving effect to such hypothetical exercise.

"**GAAP**" means United States generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, statements and pronouncements of the Financial Accounting Standards Board and, when applicable, rules of the Commission or in such other statements by such other entity as have been approved by a significant segment of the accounting profession that are in effect from time to time, applied on a consistent basis for the periods involved.

"**Governmental Authority**" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, including the U.S. Coast Guard, and the U.S. Maritime Administration, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"**Government Contracts**" has the meaning ascribed to such term in Exhibit B-4 of this Agreement.

"**Highbridge**" means, collectively, (i) 1992 Master Fund Co-Invest SPC- Series 1 Segregated Portfolio, Highbridge Tactical Credit Master Fund, LP and Highbridge SCF Special Situations SPV, LP, and (ii) each of its Affiliates that is or becomes a Securityholder in accordance with this Agreement.

"**Identified Persons**" has the meaning ascribed to such term in Section 7.1(a) of this Agreement.

"**Information Right Securityholder**" has the meaning ascribed to such term in Section 3.1(b) of this Agreement.

"**Information Rights**" has the meaning ascribed to such term in Section 3.1(b) of this Agreement.

"**Initiating Drag Securityholder**" has the meaning ascribed to such term in Section 4.7(a) of this Agreement.

"**Initiating IPO Securityholder**" has the meaning ascribed to such term in Section 4.5(a).

"**Initiating Tag Securityholder**" has the meaning ascribed to such term in Section 4.6(a).

"**IPO**" means the initial public offering and sale of Common Stock after the Effective Date pursuant to an effective registration statement filed by the Company with the Commission, other than a registration statement on Form S-4 or Form S-8 or their equivalent, under the Securities Act.

"**Joinder Agreement**" means an agreement in the form of Exhibit A entered into from time to time between the Company and any Person who acquires any Company Security after the date hereof who is not already a party to this Agreement.

"**Jones Act**" means, collectively, the United States citizenship and cabotage laws principally contained in 46 U.S.C. § 50501(a), (b) and (d) and 46 U.S.C. Chapters 121 and 551 and any successor statutes thereto, together with the rules and regulations promulgated thereunder by the U.S. Coast Guard and the U.S. Maritime Administration and their practices enforcing, administering, and interpreting such laws, statutes, rules, and regulations, in each case as amended or supplemented from time to time, relating to the ownership and operation of U.S.-flag vessels (each, a "**U.S. Vessel**") for the purposes of the carriage or transport of merchandise or passengers in the coastwise trade of the United States of America within the meaning of 46 U.S.C. Chapter 551 and any successor thereto as amended from time to time ("**U.S. Coastwise Trade**").

"**Jones Act Compliance**" means compliance by the Company with the U.S. citizenship requirements of the Jones Act to be eligible to own and operate U.S. Vessels in U.S. Coastwise Trade or to obtain a coastwise endorsement.

"**Jones Act Restriction**" means in no event shall Non-U.S. Citizens hold, in the aggregate, more than 24% of the total number of issued and outstanding shares of any class or series of the Equity Interests of the Company.

"**Jones Act Warrant Agreement**" means the Jones Act Warrant Agreement, dated as of the date hereof, between the Company and Computershare, Inc. and Computershare Trust Company, N.A., with respect to the Jones Act Warrants.

"**Jones Act Warrants**" means warrants to purchase a number of shares of Common Stock, which warrants shall have the terms set forth in and as governed by the Jones Act Warrant Agreement.

"**Losses**" has the meaning ascribed to such term in Section 6.7(a) of this Agreement.

"**Major Action**" has the meaning ascribed to such term in Section 2.2(a)(i) of this Agreement.

"**Majority Appointing Person Action**" has the meaning ascribed to such term in Section 2.2(a)(ii) of this Agreement.

"**Management Securityholders**" means any current employee or director of, or independent contractor or consultant to, the Company or any Subsidiary of the Company who owns any Company Securities.

"**MIP**" means the Hornbeck Offshore Services, Inc. Management Equity Incentive Plan adopted as of the date hereof, as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time in accordance with its terms, and any other equity incentive plan approved by the Board pursuant to which Common Stock, Common Stock Equivalents, or any other Company Security may be issued to employees, consultants, Officers and/or Directors of the Company and its Subsidiaries as incentive compensation.

"**National Securities Exchange**" means The NASDAQ Global Market, The NASDAQ Global Select Market or The New York Stock Exchange.

"**Necessary Action**" means, with respect to a specified result, all actions within the applicable Person's control that are permitted by Applicable Law and reasonably necessary or desirable to cause such result, including (i) including each Director to be nominated pursuant to Section 2.1 in the Company's slate of nominees to the holders of Common Stock for each election of Directors, (ii) attending meetings in person or, for stockholder meetings, by proxy for purposes of obtaining a quorum, (iii) voting or providing a written consent or proxy with respect to Voting Stock of the Company, (iv) causing the adoption of stockholders' resolutions, (v) executing agreements and instruments, (vi) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result, and (vii) causing the election or removal of Directors and the exercise of Director Designation Rights; *provided*, *however*, that Necessary Action shall not include, with respect to any Securityholder any obligation to make any payments or to assume or incur any expenses or liabilities (except as required under this Agreement).

"**NISPOM**" has the meaning ascribed to such term in Section 2.1(e) of this Agreement.

"**Non-Party Affiliates**" has the meaning ascribed to such term in Section 8.11 of this Agreement.

"**Non-U.S. Appointing Person**" means any Appointing Person if all of such Appointing Person's Affiliates that are Securityholders are Non-U.S. Citizens.

"**Non-U.S. Citizen**" means any Person who is not a U.S. Citizen.

"**Observer**" has the meaning ascribed to such term in Section 2.3(a)(i) of this Agreement.

"**Officer**" means an officer of the Company.

"**Officer Delegation of Authority**" has the meaning ascribed to such term in Section 2.2(b) of this Agreement.

"**Opportunity**" has the meaning ascribed to such term in Section 7.1(a) of this Agreement.

"**Organizational Documents**" means, collectively, each of this Agreement, the Bylaws, and the Certificate of Incorporation.

"**Other Director**" has the meaning ascribed to such term in Section 2.1(a)(iv) of this Agreement.

"**Permitted Offering**" means any sale or issuance by the Company or any of its Subsidiaries of any (i) Company Securities or (ii) Subsidiary Securities (A) pursuant to any stock split, subdivision of such Company Securities or Subsidiary Securities, stock dividend or similar transaction; (B) as consideration for the acquisition by the Company or any of its Subsidiaries of another business or entity from one or more sellers; (C) in any IPO; (D) upon the exercise of any Company Securities issued in accordance with the terms of the this Agreement; (E) issuances of Common Stock upon the conversion or exercise of any Warrants in accordance with the terms of this Agreement, the other Organizational Documents and the applicable Warrant Agreements; (F)

issuances of Warrants in accordance with the terms of this Agreement, the other Organizational Documents and the Warrant Agreements; (G) issuances of Anti-Dilution Warrants and Demand Notes in accordance with the terms of this Agreement, the other Organizational Documents and the Warrant Agreements; (H) issuances or sales of Equity Securities of the Company to any existing or prospective employees, Officers, Directors, managers or consultants of the Company or any of its Subsidiaries pursuant to any stock option, employee stock purchase, employee benefits or similar equity incentive plan or other compensation agreement that is approved by the Board, including the MIP; or (I) issuances by a wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company; *provided*, that in no event may any of the exceptions set forth in this definition be used with the intent to circumvent the rights of the Securityholders under Section 5.1.

"**Permitted Transferee**" means, with respect to any Securityholder, any Affiliate of such Securityholder and, in the case of a Securityholder that is an individual, any member of such Securityholder's immediate family (as defined in Item 404 of Regulation S-K) and any descendant of any such Securityholder, or any trust or like vehicle solely for the benefit of one or more of the foregoing.

"**Person**" means any individual, firm, partnership, limited liability or other company, corporation, joint venture or other entity, and shall include any successor (by merger, business combination or otherwise) of such entity.

"**Piggyback Registration**" means any proposed filing of a Registration Statement with respect to Company Securities with respect to which the Company is required to provide 2% Securityholders with a Piggyback Registration Notice.

"**Piggyback Registration Notice**" has the meaning ascribed to such term in Section 6.2(a) of this Agreement.

"**Piggyback Registration Request**" has the meaning ascribed to such term in Section 6.2(a) of this Agreement.

"**Plan**" means the Joint Prepackaged Chapter 11 Plan of Reorganization of the Company and certain of its subsidiaries under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101 *et. seq.*, as amended from time to time and as approved by the Bankruptcy Court.

"**Preemptive Rights Excess Instruments**" has the meaning ascribed to such term in Section 5.1(e) of this Agreement.

"**Preemptive Rights Offer**" has the meaning ascribed to such term in Section 5.1(c) of this Agreement.

"**Preemptive Rights Securityholder**" means (i) in the case of a Proposed Offering of Company Securities, (A) each 2% Securityholder that is an Accredited Investor and (B) subject to and in accordance with Section 5.1(j), Todd Hornbeck and (ii) in the case of a Proposed Offering of indebtedness for borrowed money, each Appointing Person.

"**Proposed Offering**" has the meaning ascribed to such term in Section 5.1(b) of this Agreement.

"**Qualified IPO**" shall mean an IPO effected by means of an underwritten public offering in connection with which the Common Stock offered in such IPO shall be listed on a National Securities Exchange.

"**Reallotment Securities**" has the meaning ascribed to such term in Section 4.6(b) of this Agreement.

"**Registrable Securities**" means (i) all shares of Common Stock beneficially owned by any Securityholder and (ii) all shares of Common Stock issuable upon conversion or exercise of any Company Securities beneficially owned by any Securityholder; *provided,* that such Registrable Securities shall cease to be Registrable Securities (i) upon any sale pursuant to a Registration Statement or Rule 144 under the Securities Act and (ii) upon repurchase by the Company.

"**Registration Demand**" has the meaning ascribed to such term in Section 6.1(a) of this Agreement.

"**Registration Expenses**" means any and all expenses incident to the performance of or compliance with Article 6, including (i) the fees, disbursements and expenses of the Company's counsel and accountants (including the expenses of any annual audit letters and "cold comfort" letters required or incidental to the performance of such obligations), (ii) the reasonable fees and disbursements of one counsel for all of the Selling Securityholders, which counsel shall be selected by the Company and be reasonably acceptable to holders of a majority of the Registrable Securities to be registered on the Registration Statement, (iii) all expenses, including filing fees, in connection with the preparation, printing and filing of the Registration Statement, any free writing, preliminary prospectus or final prospectus, any other offering document and amendments and supplements thereto and the mailing and delivering of copies thereof to any underwriters and dealers, (iv) the cost of printing or producing any agreements among underwriters, underwriting agreements, any selling agreements and any other documents in connection with the offering, sale or delivery of the securities to be disposed of, (v) all expenses in connection with the qualification of the securities to be disposed of for offering and sale under state securities laws, (vi) the filing fees incidental to securing any required review by FINRA of the terms of the sale of the securities to be disposed of, (vii) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering, (viii) all security engraving and security printing expenses, (ix) all fees and expenses payable in connection with the listing of the securities on any National Securities Exchange and (x) all rating agency fees, but, for the avoidance of doubt, shall not include underwriting discounts, selling commissions or stock transfer taxes applicable to Registrable Securities sold which shall be borne by the owner of such Registrable Securities sold.

"**Registration Request**" has the meaning ascribed to such term in Section 6.1(a) of this Agreement.

"**Registration Statement**" means a registration statement under the Securities Act that is filed by the Company with the Commission for a public offering and sale of Company Securities, other than a registration statement on Form S-8 or Form S-4 or any successor forms thereto.

"**Related Companies**" has the meaning ascribed to such term in Section 7.1(c) of this Agreement.

"**Requesting Securityholder**" means, with respect to any Registration Statement that is used to register Registrable Securities pursuant to Article VI, any Securityholder who timely submits a Registration Request pursuant to Section 6.1(a) or any Securityholder who timely submits a Piggyback Registration Request pursuant to Section 6.2.

"**Restructuring**" has the meaning ascribed to such term in the recitals to this Agreement.

"**Rollover Investment**" has the meaning ascribed to such term in Section 4.7(b) of this Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

"**Securityholder Ownership Percentage**" of any Securityholder at any time of determination means, a fraction (expressed as a percentage), (i) the numerator of which is the aggregate number of Fully Diluted Securities beneficially owned by such Securityholder and, without duplication, its Affiliates at such time and (ii) the denominator of which is the aggregate number of Fully Diluted Securities at such time beneficially owned by all Securityholders.

"**Securityholders**" means, collectively, (i) each Person (other than the Company) named on the signature pages to this Agreement, (ii) each Person deemed to be a party to this Agreement pursuant to Article IV.C.2 of the Plan, (iii) each Person who is a Transferee of Company Securities beneficially owned by another Securityholder in a Transfer that complies with the terms and conditions of this Agreement and who is required by this Agreement to agree to be bound by the terms and conditions of this Agreement and (iv) each other Person who otherwise is issued Company Securities and becomes a party to this Agreement pursuant to the terms and conditions of this Agreement.

"**Securityholders' Representative**" has the meaning ascribed to such term in Section 4.7(g) of this Agreement.

"**Selling Securityholder**" has the meaning ascribed to such term in Section 4.7(a) of this Agreement.

"**Stockholders Meeting**" has the meaning ascribed to such term in Section 2.1(c)(iv)(B) of this Agreement.

"**Subsidiary**" of any Person means (i) a corporation a majority of whose outstanding shares of capital stock or other Equity Securities with voting power, under ordinary circumstances, to elect directors (or similar function) is at the time, directly or indirectly, owned by such Person, by one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person, (ii) each other Person (other than a corporation) in which such Person, a Subsidiary of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof, (A) is the general partner of such Person or (B) has (x) at least a majority ownership interest or (y) the power to elect or direct the election of the directors or other governing body of such Person.

"**Subsidiary Security**" means, with respect to any Subsidiary of the Company, any Equity Security of such Subsidiary.

"**Tag-Along Notice**" has the meaning ascribed to such term in Section 4.6(a).

"**Tag-Along Notice Period**" has the meaning ascribed to such term in Section 4.6(b).

"**Tag-Along Rightholders**" has the meaning ascribed to such term in Section 4.6(a).

"**Tag-Along Securities**" has the meaning ascribed to such term in Section 4.6(a) of this Agreement.

"**Tag-Along Transaction**" has the meaning ascribed to such term in Section 4.6(a).

"**Tag-Along Transaction Documents**" has the meaning ascribed to such term in Section 4.6(c).

"**Tag-Eligible Securities**" has the meaning ascribed to such term in Section 4.6(a) of this Agreement.

"**Tag Securities**" has the meaning ascribed to such term in Section 4.6(a) of this Agreement.

"**Transfer**" means, when used as a verb, to directly or indirectly sell, transfer, assign, convey or otherwise dispose of, and when used as a noun, any direct or indirect sale, transfer, assignment, conveyance or other disposition, including by merger, business combination, operation of law, bequest or pursuant to any domestic relations order, whether voluntarily or involuntarily; *provided*, that (i) with respect to any Securityholder that is a widely held "investment company" as defined in the Investment Company Act of 1940, as amended, or any publicly traded company whose securities are registered under the Exchange Act, a sale, transfer, gift, hypothecation, pledge, assignment, devise or other disposition of ownership interests in such investment company or publicly traded company shall not be deemed a Transfer; and (ii) with respect to any Securityholder that is a private equity fund, hedge fund or similar vehicle, any sale, transfer, gift, hypothecation, pledge, assignment, devise or other disposition of partnership or other ownership interests in any entity which is a pooled investment vehicle holding other material investments and which is an equityholder (directly or indirectly) of a Securityholder, or any sale, transfer, gift, hypothecation, pledge, assignment, devise or other disposition of partnership or other ownership interests in any general partner, manager or similar Person of such entity, shall not be deemed to be a Transfer for purposes hereof. The terms "**Transferred**" or "**Transferring**" shall have a correlative meaning.

"**Transferee**" means any Person to whom any Securityholder or any Transferee thereof Transfers Company Securities in accordance with the terms hereof.

"**Unanimous Appointing Person Action**" has the meaning ascribed to such term in Section 2.2(a)(iii) of this Agreement.

"**Underwriting Agreement**" has the meaning ascribed to such term in Section 6.6 of this Agreement.

"**U.S. Citizen**" means any Person which is eligible and qualified to own and operate U.S. Vessels in U.S. Coastwise Trade term pursuant to the Jones Act.

"**U.S. Coastwise Trade**" has the meaning ascribed to such term in the definition of "Jones Act" in this Agreement.

"**U.S. Vessel**" has the meaning ascribed to such term in the definition of "Jones Act" in this Agreement.

"**Voting Stock**" means, with respect to any Person, each of the Equity Securities then entitled, under ordinary circumstances, to vote generally in the election of directors (or similar function).

"**Warrant Agreements**" means, collectively, the Creditor Warrant Agreement, the Jones Act Warrant Agreement and the Anti-Dilution Warrant Agreement.

"**Warrants**" means, collectively, the Jones Act Warrants and the Creditor Warrants.

"**Whitebox**" means collectively, (i) Whitebox Caja Blanca Fund, LP, Whitebox Relative Value Partners, L.P., Whitebox GT Fund, LP, Whitebox Multi-Strategy Partners, L.P., Whitebox Asymmetric Partners, L.P., Whitebox Credit Partners, LP and Pandora Select Partners, L.P. and (ii) each of its Affiliates that is or becomes a Securityholder in accordance with this Agreement.

Section 1.2 Other Definitional and Interpretive Matters. For purposes of this Agreement, the following rules shall apply:

(a) *Calculation of Time Period.* When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) *Dollars*. Any reference in this Agreement to "$" shall mean U.S. dollars.

(c) *Gender and Number*. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(d) *Headings*. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Article" or "Section" are to the corresponding Article or Section of this Agreement unless otherwise specified.

(e) *Herein*. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(f) *Including*. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(g) *Successor Laws*. Any reference to any law or code section thereof will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified, and any and all rules or regulations promulgated thereunder.

(h) *Successor Agreements*. Any definition of or reference to any agreement, instrument, or document herein shall be construed as referring to such agreement, instrument, or document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein).

(i) *Heirs, Executors, etc.* References herein to any Person shall include such Person's heirs, executors, personal representatives, administrators and successors and assigns; *provided*, *however*, that nothing contained in this Section 1.2(i) is intended to authorize any assignment or other Transfer not otherwise permitted by this Agreement.

## ARTICLE II
## MANAGEMENT OF THE COMPANY AND CERTAIN ACTIVITIES

Section 2.1 Board. Each Securityholder and the Company shall take all Necessary Action to ensure that the provisions of this Article II are fully implemented and carried out. No Securityholder or any of its Affiliates shall nominate any person for election as a Director or otherwise take any action to affect or influence the election of a nominee, in each case, other than as expressly provided by the terms of this Agreement (*provided*, that nothing in this Article II shall be deemed to restrict any Securityholder from having private discussions with the Board).

(a) *Board Representation; Number of Directors.* From and after the Effective Date, the Board shall consist of seven (7) Directors or such greater number approved by the Company and the Appointing Persons in accordance with Section 2.2(a)(iii) and, subject to Section 2.1(b) and Section 2.1(h), the Board shall be constituted as follows:

(i) (A) subject to Section 2.1(k), three (3) Directors shall be designated by Ares (or any Person designated as an Appointing Person for such purpose by Ares in accordance with Section 2.1(h)), for so long as Ares (or such Person designated as an Appointing Person) is an Appointing Person; (B) one (1) Director shall be designated by Whitebox (or any Person designated as an Appointing Person for such purpose by Whitebox in accordance with Section 2.1(h)), for so long as Whitebox (or such Person designated as an

Appointing Person) is an Appointing Person and (C) one (1) Director shall be designated by Highbridge (or any Person designated as an Appointing Person for such purpose by Highbridge in accordance with Section 2.1(h)), for so long as Highbridge (or such Person designated as an Appointing Person) is an Appointing Person (each such Director, an "**Appointing Person Director**"); *provided*, that, as of the date hereof and subject to the last sentence of Section 2.1(b), the Directors appointed by Ares and Whitebox shall be appointed by Affiliates thereof that are U.S. Citizens; and *provided*, further, that (x) Piyush "Bobby" Jindal, Kurt Cellar and John M. Richardson shall be the initial Board Designee of Ares, (y) Evan Behrens shall be the initial Board Designee of Whitebox, and (z) John T Rynd shall be the initial Board Designee of Highbridge pursuant to this Section 2.1(a)(i);

(ii) the duly-appointed and acting Chief Executive Officer of the Company (the "**Chief Executive Officer**"), who shall initially be Todd Hornbeck, shall be designated as a Director;

(iii) subject to Section 2.1(k), one (1) Director shall be designated by agreement of Whitebox and Highbridge (or any Person designated as an Appointing Person for such purpose by Whitebox or Highbridge, respectively, in accordance with Section 2.1(h)) (such Director, the "**Additional Appointing Person Director**"); *provided*, that, if such Persons do not agree on an Additional Appointing Person Director within sixty (60) days after any vacancy in such seat, a Director shall be elected to fill such seat in accordance with Section 2.1(a)(iv); *provided further*, that for so long as Whitebox and Highbridge (or such designees thereof) have the right to designate the Additional Appointing Person Director, and either Whitebox or Highbridge (or its designee) is not a 7.5% Securityholder, the Additional Appointing Person Director shall be designated by (A) in the event Highbridge is not a 7.5% Securityholder, Whitebox (or its designee), in consultation with Highbridge, or (B) in the event Whitebox is not a 7.5% Securityholder, Highbridge (or its designee), in consultation with Whitebox (each consultation right set forth in this Section 2.1(a)(iii), a "**Consultation Right**"); *provided further*, that Kevin O. Meyers shall be the initial Board Designee pursuant to this Section 2.1(a)(iii);

(iv) if any seats on the Board remain unfilled after the exercise of the Director Designation Rights set forth above, candidates for such additional seats (each, an "**Other Director**") shall be nominated by the Board and shall be subject to election by the holders of Common Stock in accordance with the Certificate of Incorporation and Bylaws;

(v) Directors designated pursuant to Section 2.1(a)(i), Section 2.1(a)(ii), Section 2.1(a)(iii) or appointed to fill a vacancy by an Appointing Person as provided in Section 2.1(c)(iv) shall be referred to as the "**Board Designees**";

(vi) For so long as Todd Hornbeck is the Chief Executive Officer, Todd Hornbeck shall serve as chairman of the Board (the "**Chairman**"). After such time, the Board shall vote to elect the Chairman by a majority vote of the Board and shall thereafter vote to elect the Chairman annually by a majority vote of the Board.

(b) *Director and Officer Citizenship*. Notwithstanding anything to the contrary in this Agreement, (i) all of the executive Officers of the Company, including the Chief Executive Officer, shall be U.S. Citizens, and (ii) the Company shall take all Necessary Action (including in the exercise of Director Designation Rights) to cause in all events the Board to be in Jones Act

Compliance, including (A) the Chairman of the Board shall in all events be a U.S. Citizen and (B) no more than a minority of the number of Directors necessary to constitute a quorum of the Board (in order for the Company to continue as a U.S. Citizen) (or any committee thereof) shall be Non-U.S. Citizens. Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that Highbridge shall be permitted to waive and/or assign (which waiver and/or assignment may be temporary) its rights as an Appointing Person, including its Director Designation Right, to Whitebox to the extent necessary or advisable (in each case, as determined by Highbridge in its sole discretion). Highbridge shall provide notice of any such waiver or assignment, and any termination or reversion thereof (provided that such notice shall not be a condition to the effectiveness of any such termination or reversion unless so provided in such waiver or assignment), to the Company and each other Appointing Person in accordance with Section 8.1.

(c) *Board Meetings; Voting; Board Elections; Term; Board Vacancies; Replacements*.

(i) *Removals*. At the request and direction of any Appointing Person (or in the case of the Additional Appointing Person Director, at the request and direction of the relevant Appointing Person(s)), the Company and each Securityholder agrees to take all Necessary Action to remove any Director that was designated for election by such Appointing Person(s). If the person serving as the Chief Executive Officer is removed, resigns or is otherwise replaced, then such person shall automatically, and without any action by the Board or stockholders of the Company, cease to be a Director.

(ii) *Term*. Notwithstanding anything to the contrary in this Agreement, to the extent the right of an Appointing Person (or in the case of the Additional Appointing Person Director, at the request and direction of the relevant Appointing Person(s)) to designate a Director is terminated, then any Director designated by such Appointing Person shall be entitled to continue serving in such capacity for the remainder such Director's term of office as determined in accordance with Section 4.02 of the Bylaws; *provided* that the Board may request that any such Director resign from the Board or may remove any such Director at any time after the right of the applicable Appointing Person to designate a Director is terminated.

(iii) *Resignations*. A Director may resign at any time from the Board by delivering his or her written resignation to the Board or to the Corporate Secretary of the Corporation. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event, and unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective.

(iv) *Vacancies*. In the event that a vacancy is created on the Board at any time due to the death, disability, retirement, resignation or removal of a Director or for any other reason, then:

(A) if such Director is an Appointing Person Director or Additional Appointing Person Director, the Appointing Person or Appointing Persons with the right to appoint such Director at such time shall have the exclusive right to designate an individual to fill such vacancy and the Company and each Securityholder shall take all Necessary Action to elect or appoint such designee to fill such vacancy on the Board;

(B) with respect to any Other Director vacancy, such vacancy shall be filled by a majority vote of the Board, and such replacement Other Director so appointed shall fill such vacancy until the next meeting of the Company's stockholders (each, a "**Stockholders Meeting**") following such Other Director's appointment pursuant to this Section 2.1(c)(iv)(B);

(C) if the person serving as Chief Executive Officer ceases to be a Director pursuant to Section 2.1(c)(i), the Director position on the Board reserved for the Chief Executive Officer shall remain vacant until a successor Chief Executive Officer is duly appointed by the Board in accordance with this Agreement and the Company's other Organizational Documents, at which time the Company and each Securityholder shall take all Necessary Action to elect or appoint such successor Chief Executive Officer to fill such vacancy on the Board.

(d) *Board Committees.* The Board will initially establish the following committees (each a "**Board Committee**" and, collectively, the "**Board Committees**"), each of which shall be entitled to exercise the full powers of the Board with respect to the powers expressly delegated to it and may authorize the seal of the Company to be affixed to all papers which may require it; *provided*, *however*, that (A) no more than a minority of the number of directors necessary to constitute a quorum of any Board Committee of the Board shall be Non-U.S. Citizens, (B) the chairman of any Board Committee, any vice chairman of any Board Committee and any other person who chairs a meeting of any Board Committee shall not be a Non-U.S. Citizen, and (C) no Board Committee shall be (x) formed as an executive committee with delegated authority to act on behalf of the Board or (y) authorized to exercise such powers with respect to any Major Action (as determined by the Board in its sole discretion) of the Company or its Subsidiaries, including any actions described in Section 2.2(a):

(i) *Compensation Committee.* A compensation committee of the Board (the "**Compensation Committee**") shall be established, which committee shall be responsible for (i) establishing the compensation of the Chief Executive Officer and, subject to any delegation of authority by the Board under the last sentence of Section 5.03 of the Bylaws, the other Officers, (ii) establishing the terms and conditions of any stock option plan or management or employee incentive equity plan and (iii) such other matters as the Board may determine in accordance with the terms hereof.

(ii) *Audit Committee.* An audit committee of the Board (the "**Audit Committee**") shall be established, which committee shall be responsible for oversight of the integrity of the Company's financial statements and monitoring of the Company's accounting practices and reporting, and such other matters as the Board may determine in accordance with the terms hereof.

(iii) *Chairman; Other Committees*; *Observers*. From time to time, the Board shall be entitled, in its sole discretion, to (A) appoint the chairman of each such Board Committee; *provided*, that, for so long as Todd Hornbeck remains the Chief Executive Officer, the first name nominated for consideration and vote by the Board with respect to the chairman of any Board Committee (other than the Compensation Committee) shall be proffered by Todd Hornbeck (but if not so made within 15 days after given the opportunity in writing, may be proffered by any other Director), and (B) establish other such Board Committees (and their respective responsibilities) as

it deems prudent and appoint Directors to such Board Committees and in each case with the affirmative vote of a majority of the Board. The Board and each Board Committee shall be entitled to meet in executive session and exclude members of management, including the Chief Executive Officer, from such executive session. Any Director may request to be present as an observer for any meeting of a Board Committee, subject to the Board's or Board Committee's right to exclude such person from all or any portion of any meeting of such Board Committee as deemed necessary or appropriate by such Board Committee acting by majority approval; *provided*, that the attendance of such observer shall not be required to constitute a quorum or conduct business.

(e) *Subsidiaries*. Except as set forth in the last sentence of thisSection 2.1(e) or when the Board determines to otherwise create or approve a board of managers or similar governing body at any of the Company's Subsidiaries, the Chief Executive Officer (or other Officer of the Company as designated in writing by the Board) shall be the sole manager of each of the Company's Subsidiaries; provided, that any determination by the Board or other Necessary Action (including, for the avoidance of doubt, by any board of managers or similar governing body of any Subsidiary of the Company) to create or approve any such board of managers or similar governing body at any of the Company's Subsidiaries holding or operating under a Facility Clearance, as defined in the in the National Industrial Security Program Operating Manual (the "**NISPOM**") shall exclude any Board Designee of Highbridge (including, for the avoidance of doubt, the Additional Appointing Person Director). If the Board so determines to otherwise create or approve a board of directors or similar governing body at any of the Company's Subsidiaries, to the extent requested by an Appointing Person, the Company and the Securityholders shall take all Necessary Action to cause the Board Designees designated by such Appointing Person to be designated as members of the board of directors or similar governing body of any of the Company's Subsidiaries with the same proportionate representation of such Appointing Person on such other board or governing body as on the Board; provided that Highbridge shall not be entitled to make, and the Company and each Securityholder shall not honor, any such request for representation on, and the Additional Appointing Person Director shall not be a member of, the board of directors or similar governing body of any Subsidiary of the Company holding or operating under a Facility Clearance (as defined in the NISPOM). The Company and each Securityholder hereby agree to take all Necessary Action to cause any Subsidiary of the Company holding or operating under a Facility Clearance (as defined in the NISPOM) to have, and be managed under the direction of, a board of managers or similar governing body.

(f) *Board Meetings*. The Board shall have regular meetings, which shall occur no less frequently than quarterly.

(g) *Stockholders Meeting*. Holders of Jones Act Warrants shall be entitled to notice of, and have the right to attend any Stockholders Meeting to the same extent as if such holder of Jones Act Warrants was a holder of Common Stock, and, in this respect, shall be provided with all notices and documentation (including the agenda, minutes, committee reports and other documentation) for such Stockholders Meeting but shall not be entitled to vote on any matters presented at any such meeting.

(h) *Transfer of Appointing Person Rights*. Subject to the restrictions on Transfer set forth in Article IV, if (i) any Appointing Person, taken together with its Affiliates, Transfers to any Transferee Company Securities representing a Securityholder Ownership Percentage of greater than or equal to 10%, and (ii) (A) the Transferring Appointing Person designates such Transferee as an Appointing Person with respect to all or a portion of such Transferring Appointing Person's Director Designation Rights and/or Consultation Right, as applicable (including, for the avoidance of doubt, any rights of such Person with respect to the designation of the Additional Appointing Person Director) and (B) such designation would not result in the number of directors that Non-U.S. Appointing Persons have the right to designate pursuant to the Director Designation Rights being more than a minority of the number of Directors necessary to constitute a quorum of the Board, then effective as of the date of such Transfer, (x) such Transferring Appointing Person shall cease to be an Appointing Person if the Director Designation Right(s) so transferred are the Transferring Appointing Person's last remaining Director Designation Rights and (y) such Transferee shall become an Appointing Person solely with respect to the Director Designation Rights so transferred and solely for purposes of Sections 2.1(a) (including for the purposes of appointing an Additional Appointing Person Director in accordance with Section 2.1(a)(iii) to the extent such Transferee is designated as an Appointing Person by Whitebox or Highbridge, as applicable, in accordance with this Section 2.1(h)), 2.1(c), 2.1(e), 2.1(h), 2.1(i), 3.1(c)(iv), 7.1(a), 8.12, Exhibit B-2 and Exhibit B-3, and not for purposes of any other provision of this Agreement whatsoever (including, for the avoidance of doubt, Sections 2.2, 2.3 and 8.10).

(i) *Fees; Costs and Expenses*. Except for Directors who are employees of the Company or any of its Subsidiaries or any Appointing Person or its respective Affiliates, Directors shall receive such cash or other compensation (if any) in respect of their service on the Board (or committees thereof) as the Board shall approve from time to time. The Company shall pay and reimburse each Director for all reasonable out-of-pocket expenses incurred by such Director in connection with his or her participation in (or attendance at) meetings of the Board (or committees thereof) and the boards of directors (or committees thereof) of the Subsidiaries of the Company.

(j) *Directors' and Officers' Insurance*. The Company shall purchase and shall use its reasonable efforts to maintain director and officer liability insurance in such amounts and such limits as reasonably determined by the Board or, in the absence of such insurance, otherwise provide financial support for the indemnification obligations under the Company's organizational documents and by Applicable Law, for the benefit of any person who is or was a member of the Board, an advisory director, board observer or an executive Officer, of the Company, against any liability asserted against him or her or incurred by him or her in any capacity as such, whether or not the Company would have the power to indemnify him or her against that liability under the Company's Organizational Documents.

(k) *Reduction; Termination of Rights*. The rights of the Appointing Persons to designate Directors under this Section 2.1 shall be reduced and terminated, as applicable, as follows:

(i) Notwithstanding anything to the contrary in Sections 2.1(a)(i)(A) and 2.1(h), if any Appointing Person with the right to designate directors pursuant to Section 2.1(a)(i)(A) (A) has a Securityholder Ownership Percentage of less than 30% but greater than or equal to 20% and has the right to designate more than two Directors pursuant to Section 2.1(a)(i)(A), the number of Directors such Appointing Person has the right to designate pursuant

to Section 2.1(a)(i)(A) shall be reduced to two Directors, and (B) has a Securityholder Ownership Percentage of less than 20% but greater than or equal to 10% and has the right to designate more than one Director pursuant to Section 2.1(a)(i)(A), the number of Directors such Appointing Person has the right to designate pursuant to Section 2.1(a)(i)(A) shall be reduced to one Director.

(ii) For so long as the aggregate Securityholder Ownership Percentage of Whitebox (or any Person designated as an Appointing Person for purposes of Section 2.1(a)(iii) by Whitebox in accordance with Section 2.1(h)) and Highbridge (or any Person designated as an Appointing Person for purposes of Section 2.1(a)(iii) by Highbridge in accordance with Section 2.1(h)), is less than 20%, the right to designate the Additional Appointing Person Director pursuant to Section 2.1(a)(iii) shall terminate.

Section 2.2 Actions Requiring Consent.

(a) *Board Reserved Matters; Appointing Person Consent Rights.* Notwithstanding anything to the contrary in this Agreement or any other agreement to which the Company is a party, the Company hereby covenants and agrees with each of the Securityholders that it shall not, and shall cause each of its Subsidiaries not to, directly or indirectly, take or enter into any of the actions or transactions set forth on:

(i) Exhibit B-1 (each, a "**Major Action**"), unless such action or transaction has been expressly approved by the Board;

(ii) at any time there is at least one Appointing Person, Exhibit B-2 (each, a "**Majority Appointing Person Action**"), unless such action or transaction has been expressly approved by the prior written consent of at least two (2) Appointing Persons (or, if there is only one (1) Appointing Person at such time, the sole Appointing Person), and any such act or transaction entered into without such written consent shall be null and void and of no force and effect; and

(iii) at any time there is at least one Appointing Person, Exhibit B-3 (each, a "**Unanimous Appointing Person Action**"), unless such action or transaction has been expressly approved by the prior written consent of each of the Appointing Persons, and any such act or transaction entered into without such written consent shall be null and void and of no force and effect.

(b) *Officer Delegation of Authority*. Notwithstanding Section 2.2(a)(i), the Board may expressly delegate to the Officers such authority as it determines in consultation with such Officers to be appropriate in connection with empowering the Officers to manage the day-to-day affairs of the Company, including delegation to the Chief Executive Officer of the authority to take those actions set forth in Exhibit B-4, as modified from time to time by the Board (the "**Officer Delegation of Authority**").

(c) *Return of Capital.* Subject to Section 2.2 and subject to compliance with the Jones Act, the Company and each of the Securityholders agree that in the event the Board determines to return capital or any other amounts to the Securityholders, the Company shall do so by offering to redeem or otherwise repurchase shares of Common Stock and Jones Act Warrants on a pro rata basis (determined by reference to the relative ownership of the then-outstanding Fully Diluted Securities as of the date of such redemption or repurchase).

Section 2.3 Observer Rights.

(a) *Appointment.*

(i) Each Appointing Person will be entitled to appoint, remove and replace from time to time one person (each, an "**Observer**") to act as an observer to the Board and each Board Committee exercisable by providing written notice of such appointment, removal or replacement, as the case may be, to the Company and the Chairman in advance of any meeting that such Observer will attend.

(ii) For so long as Todd Hornbeck remains the Chief Executive Officer and a Director of the Company, Larry Hornbeck will be an Observer, unless otherwise agreed between the Board and Larry Hornbeck.

(b) *Notice of Meetings and Actions*. The Company shall deliver notice of each proposed action of the Board and Board Committee (including any proposed action by written consent) and each meeting of the Board (including telephonic or teleconferenced meetings) to each Observer previously identified as appointed to attend such meeting concurrently with any notice given to the Directors.

(c) *Attendance and Materials*. The Company agrees to permit each Observer to attend in person or by conference call and participate in all meetings of the Board and each Board Committee and to distribute to each Observer all materials distributed for or at any such meeting (including any meeting agenda or board or committee package) and all other information and materials distributed to Directors, in each case, concurrently with any such information or materials distributed to the Directors.

(d) *Voting; Compensation*. No Observer shall be entitled to vote at a meeting of the Board or receive compensation from the Company for services as an Observer (other than payment of expenses pursuant to paragraph (f) below and, for the avoidance of doubt, payments made to Larry Hornbeck in connection with his consulting agreement with the Company, dated as of the date hereof (inclusive of any amendment, modification, restatement or replacement thereof).

(e) *Conditions and Exceptions*. The rights of each Observer and the obligations of the Company set forth in this Section 2.3 shall be subject to the following: (i) except for an Observer that is an officer or employee of an Appointing Person or any of its respective Affiliates, prior to attending any meeting each Observer shall have entered into a confidentiality agreement with the Company in form and substance acceptable to the Company; and (ii) with the approval of the Board, the Company may withhold any information from any Observer or exclude any Observer from any meeting or portion thereof, if access to such information or attendance at such meeting would reasonably be expected, based on advice from outside counsel, (x) to result in the loss of the Company's attorney-client privilege, or (y) solely with respect to any Observer that is not an officer or employee of an Appointing Person (or any of its Affiliates), to contain competitively sensitive information; *provided*, that any Observer may be excluded as deemed necessary or appropriate by the Board from all or any portion of any meeting of the Board relating to Government Contracts for which a security clearance would be required.

(f) *Expenses*. The Company shall pay and reimburse each Observer for all reasonable out-of-pocket expenses incurred by such Observer in connection with his or her participation in (or attendance at) meetings of the Board (or Board Committees).

Section 2.4 Budget. The Officers shall use reasonable efforts to present to the Board no later than February 15 of each fiscal year a draft of the proposed annual budget, including an operating budget and capital budget (collectively, the "**Budget**"), for such fiscal year, which Budget shall be subject to the consideration and approval of the Board.

Section 2.5 Jones Act Compliance. The Company shall review its books and records and third party publicly available information at least quarterly to determine Jones Act Compliance pursuant to the requirements of Applicable Law and the Organizational Documents. If, after making such review, the Company determines, in its sole discretion, that conversion of some or all of the outstanding Jones Act Warrants held by Non-U.S. Citizens that are exercisable at the time of such review will not result in (and would not reasonably be expected to result in) ownership and control by Non-U.S. Citizens in the aggregate in excess of twenty-four percent (24%) of the aggregate outstanding Common Stock after giving effect to such conversion (the "**Exercise Cap**"), the Company shall effect in accordance with the Jones Act Warrant Agreement the automatic conversion of such amount of outstanding Jones Act Warrants covered by a Warrant Exercise Notice (as defined in the Jones Act Warrant Agreement) that has not been withdrawn into the total number of shares of Common Stock that the Company has so determined, in its sole discretion, may be issued at such time without causing the Exercise Cap to be exceeded or Excess Shares being issued.

## ARTICLE III
## INFORMATION AND ACCESS

Section 3.1 Information and Access Rights.

(a) *Directors Access*. The Directors shall be entitled to examine the books, accounts and records of the Company and its Subsidiaries and shall have free access, at all reasonable times and with prior written notice, to any and all assets, properties and facilities of the Company and its Subsidiaries. The Company shall provide such information relating to the business affairs and financial position of the Company or its Subsidiaries, as the Directors may require.

(b) *Information Rights; Access.* The Company shall, and shall cause its Subsidiaries to, keep proper books, records and accounts, in which full and correct entries shall be made of all financial transactions and the assets and business of the Company and each of its Subsidiaries in accordance with GAAP. Each Securityholder hereby waives, to the fullest extent permitted by law, and agrees not to assert, any rights pursuant to Section 220 of Delaware Law (as defined in the Certificate of Incorporation). Subject to Section 3.1(c)(i), each Securityholder that is not a Disqualified Person and any Securityholder that is a Disqualified Person whom the Board has approved for purposes of this Section 3.1(b) (provided that if the Board approves a Transfer of Company Securities to any Disqualified Person pursuant to Section 4.3(a)(iv), unless otherwise

expressly provided by the Board in such approval, such Disqualified Person shall be deemed approved for purpose of this Section 3.1(b)) (each, an "**Information Right Securityholder**") shall be entitled to the following information rights (the rights described in Section 3.1(b)(i) throughSection 3.1(b)(iv) below, collectively and as applicable, constituting the "**Information Rights**"):

(i) All Information Right Securityholders shall be entitled to access a password-protected virtual data room, established and maintained periodically by the Company or its Affiliates or their respective representatives, and as a condition to gaining access to the information posted in such data room, each such Information Right Securityholder shall be required to "click through" or take other affirmative action pursuant to which each such Information Right Securityholder shall only be required to confirm and ratify that it is a party to, and bound by all of the terms and provisions of, this Agreement and any confidentiality agreement executed by such Information Right Securityholder with the Company or any of its Subsidiaries prior to such access and acknowledge such Information Right Securityholder's confidentiality obligations in respect of such information hereunder or under any such confidentiality agreement and agree to abide by the terms of this Agreement and any such confidentiality agreement, which shall include the following (or the Company or its Affiliates or their respective representatives shall otherwise provide the following to all such Information Right Securityholders):

(A) Annual Financial Statements. As soon as available, and in any event within one hundred twenty (120) days after the end of the first fiscal year ended after the Effective Date or ninety (90) days after the end of each subsequent fiscal year of the Company, audited consolidated balance sheets of the Company and its Subsidiaries as at the end of each such fiscal year and audited consolidated statements of income, of stockholders' equity and of cash flows for such fiscal year, setting forth comparative consolidated figures for the preceding fiscal year, accompanied by (I) a report on such consolidated balance sheets and financial statements by the independent certified public accountants of recognized national standing selected by the Board, which report shall state that such consolidated financial statements fairly present in all material respects the consolidated financial condition of the Company and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows and stockholders' equity for the periods indicated in conformity with GAAP, applied on a basis consistent with prior years, and that the examination by such accountants was conducted in accordance with generally accepted auditing standards and (II) a reasonably detailed narrative discussion of the changes in the Company's financial condition and results of operations compared with the prior periods presented, which will be in form and substance similar to the discussion contained in the "Management Discussion & Analysis" section of an Exchange Act report.

(B) Quarterly Financial Statements. As soon as available, and in any event within forty-five (45) days after the end of each of the first three (3) quarterly periods in each fiscal year of the Company, the consolidated balance sheet of the Company and its Subsidiaries as at the end of such quarterly period and the related consolidated statements of income, of stockholders' equity and of cash flows for such quarterly period and of the elapsed portion of the fiscal year ended with the last day of such quarterly period, and in each case prepared in accordance with GAAP, consistently applied, and setting forth comparative consolidated figures for the related periods in the prior fiscal year, subject to normal year-end audit adjustments and the absence of notes thereto, all in reasonable detail and certified by the principal financial or accounting officer

of the Company, accompanied by a reasonably detailed narrative discussion of the changes in the Company's financial condition and results of operations compared with the prior periods presented, which will be in form and substance substantially similar to the discussion contained in the "Management Discussion & Analysis" section of an Exchange Act report; provided, however, that for the fiscal quarter ending on or about September 30, 2020, the aforementioned financial statements shall be delivered no later than December 31, 2020.

(ii) *Quarterly MD&A Conference Call.* The Company will, no less than once per fiscal quarter and no later than ten (10) Business Days after delivery of the materials required pursuant to Section 3.1(b)(i)(A) or Section 3.1(b)(i)(B), hold a conference call, including a questions and answers session, for which all such Information Right Securityholders will be provided reasonable advance notice in writing at least two (2) Business Days prior to such conference call, and to which all such Information Right Securityholders will be invited, where the Company will discuss or cause to be discussed the performance, financial results and future plans of the Company and its Subsidiaries.

(iii) *Inspection Rights.* Subject to Section 3.1(c)(i), each Information Right Securityholder that is a 2% Securityholder shall be entitled, at reasonable times, for purposes reasonably related to such Information Right Securityholder interests as a holder of Company Securities, in a manner that does not interfere with the operations and daily business of the Company and its Subsidiaries, and upon reasonable prior notice to the Company, (A) to access to (1) the corporate, financial and similar records, reports and documents or other reasonably requested information of the Company and its Subsidiaries, and to permit each such qualified Information Right Securityholder to examine such documents and make copies thereof and (2) the Company's and its Subsidiaries' officers, senior employees and public accountants, and to afford each such qualified Information Right Securityholder the opportunity to discuss and advise on the affairs, finances and accounts of the Company and its Subsidiaries with their officers, senior management and public accountants (and the Company hereby authorizes said accountants to discuss with such qualified Information Right Securityholder such affairs, finances and accounts); *provided* that the rights provided for by this Section 3.1(b)(iii)(A) may not be exercised by any Information Right Securityholder or any of its Affiliates (taken as a group for such determination) more than once in any twelve (12)-month period and (B) to receive any information of the Company or any of its Subsidiaries that is reasonably requested by such Information Right Securityholder. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, the Company shall not, and shall not be required to, permit any of the Affiliated Funds of Highbridge to access any "material nonpublic technical information," as defined in 31 CFR § 800.232.

(iv) *Notification of Key Events.* Each Information Right Securityholder that is a 2% Securityholder shall be entitled to prompt written notification by the Company of key events and reasonable details thereof, including (A) the planned termination or departure of any member of senior management of the Company or any Subsidiary, (B) material adverse changes to the business of the Company, (C) the existence of material litigation with respect to the Company or any Subsidiary and (D) any event of the type that would otherwise require disclosure pursuant to Form 8-K under the Exchange Act; provided that in each case, disclosure of the information described in clauses (A), (B), (C) and (D) above shall be subject to the reasonable discretion of the Board, acting in good faith, as to (x) the form of disclosure and (y) which information rises to the level of materiality such as would require disclosure under this Section 3.1(b)(iv).

(c) *Confidentiality Obligations.*

(i) Each Securityholder is only entitled to use Confidential Information (including any such information provided pursuant to the Information Rights and any such information provided to any Director or Observer which such Director or Observer provides to such Securityholder in accordance with the terms hereof, including Section 3.1(c)(ii)) for purposes of monitoring such Securityholder's investment in the Company and not for any other purpose (including to disadvantage competitively the Company, any of its Affiliates or any other Securityholder). Each Securityholder further acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that such information may be disclosed:

(A) to such Securityholder's officers, employees, directors, auditors, accountants, attorneys and other agents and representatives in the normal course of the performance of their duties;

(B) in the case of the Management Securityholders and the Directors, in the performance of their duties for or on behalf of the Company and its Subsidiaries;

(C) as part of its normal reporting or review procedure, or in connection with such Securityholder's or any of its Affiliates' or investors' ordinary course fundraising, marketing, informational or reporting activities;

(D) to any prospective purchaser of Company Securities from such Securityholder that is not a Disqualified Person for purposes of enabling such prospective purchaser to evaluate a potential acquisition of such Company Securities; *provided*, that, as a condition precedent to the receipt of such information, any such prospective purchaser shall have executed and delivered to the Company a confidentiality agreement substantially in the form attached as Exhibit C, with such changes requested by such prospective purchaser and approved by the Company (such approval not to be unreasonably withheld, delayed or conditioned);

(E) to any actual or potential sources of debt or equity financing to such Securityholder or any of its Affiliates, as long as such financing source is advised of the confidential nature of such information and is bound by a confidentiality agreement containing terms no less restrictive in any material respect than those contained in this Section 3.1(c);

(F) to the extent required by Applicable Law (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Securityholder is subject; *provided* that such Securityholder agrees to give the Company prompt notice of such request(s), to the extent practicable, so that the Company may seek an appropriate protective order or similar relief (and such Securityholder shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such Applicable Law));

(G) to any regulatory authority or rating agency to which such Securityholder or any of its Affiliates is subject or with which it has regular dealings, as long as such authority or agency is advised of the confidential nature of such information;

(H) to the extent related to the tax treatment and tax structure of the transactions contemplated by this Agreement (including all materials of any kind, such as opinions or other tax analyses that the Company, its Affiliates or its representatives have provided to such Securityholder relating to such tax treatment and tax structure); *provided* that the foregoing does not constitute an authorization to disclose the identity of any existing or future party to the transactions contemplated by this Agreement or their Affiliates or representatives, or, except to the extent relating to such tax structure or tax treatment, any specific pricing terms or commercial or financial information; or

(I) if the prior approval of the Board shall have been obtained.

(ii) Each Securityholder hereby agrees to promptly notify the Company if such Securityholder is or becomes a Disqualified Person.

(iii) Upon the request of any Securityholder, the Company shall provide a prospective purchaser of Company Securities that is not a Disqualified Person with customary access to Confidential Information, which shall include the Information Rights set forth in Section 3.1(b)(i), for the purpose of enabling such prospective purchaser to evaluate a potential acquisition of such Company Securities; *provided*, that, as a condition precedent to the receipt of such information, any such prospective purchaser shall have executed and delivered to the Company a confidentiality agreement with respect to such information in form and substance reasonably acceptable to the Company.

(iv) Notwithstanding anything to the contrary in this Section 3.1(c), a Director or Observer shall be permitted to share all materials distributed by the Company or any Subsidiary of the Company to such Director or Observer and all other Confidential Information made available to such Director or Observer with its Appointing Person.

## ARTICLE IV
## TRANSFERS

Section 4.1 Rights and Obligations of Transferees. In connection with any Transfer of Company Securities (including any issuance of any Company Securities by the Company), other than in connection with a Transfer pursuant to Section 4.7, as a condition thereto, the applicable Transferee, unless already a party to this Agreement, shall agree in writing, by executing and delivering the form of Joinder Agreement, to become a party to this Agreement and assume all of the obligations in this Agreement applicable to the Transferring Securityholder with respect to the Company Securities being Transferred.

Section 4.2 Transferability. Each Securityholder shall not be restricted by this Agreement from Transferring any of its Company Securities;*provided*, that such Transfer complies with this Article IV and the other provisions of this Agreement, the Company's other Organizational Documents and Applicable Law (including the Jones Act and the Jones Act Restriction).

Section 4.3 Restrictions on Transfer.

(a) No Transfer of any Company Securities shall be permitted if:

(i) such Transfer would cause the record number of Securityholders of any class of Company Securities to exceed the applicable threshold for registration under the Exchange Act, or if the Board otherwise determines that such Transfer could result in the Company's being required to file reports with the Commission under the Exchange Act or otherwise;

(ii) such Transfer would violate the Securities Act or applicable federal and state securities or blue sky laws;

(iii) such Transfer is made to a Person who lacks the legal right, power or capacity to own such Company Securities; or

(iv) such Transfer is made to a Disqualified Person other than any Transfer (A) approved with the prior written consent of the Board or (B) pursuant to Section 4.7.

(b) To the extent any Company Securities are represented by certificates (a "**Certificate**"), all such Certificates held by any Securityholder shall bear a legend substantially to the following effect:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A SECURITYHOLDERS AGREEMENT AMONG HORNBECK OFFSHORE SERVICES, INC. AND THE HOLDERS PARTY THERETO, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF HORNBECK OFFSHORE SERVICES, INC. THE SECURITYHOLDERS AGREEMENT CONTAINS, AMONG OTHER THINGS, CERTAIN PROVISIONS RELATING TO THE TRANSFER OF THE SECURITIES SUBJECT TO THE AGREEMENT. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY, DIRECTLY OR INDIRECTLY, BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH SECURITYHOLDERS AGREEMENT.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THAT ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE."

Notwithstanding anything to the contrary in the foregoing, only the condition set forth in Section 4.3(a)(ii) (and not any of the other conditions listed above) shall apply to any Transfer in a Drag Transaction.

Section 4.4 Transfers Not in Compliance. Notwithstanding anything to the contrary contained in this Agreement, any Transfer or attempted Transfer of any Company Securities in violation of any provision of this Agreement shall be null and void *ab initio* and of no force or effect whatsoever, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the Securityholder proposing to make any such Transfer shall continue be treated) as the owner of such Company Securities for all purposes of this Agreement. The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Agreement and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

Section 4.5 IPO Demand Rights.

(a) Subject to Section 4.5(d), any one or more Securityholders (collectively, the "**Initiating IPO Securityholder**") collectively holding (A) during the period of three (3) years from the Effective Date, 60% or more of the Fully Diluted Securities and (B) thereafter, 30% or more of the Fully Diluted Securities, shall have the right to effect, and to cause the Company and each other Securityholder to consent, to a Qualified IPO.

(b) In connection with any such Qualified IPO, each Securityholder shall be required to vote, if such a vote is required by this Agreement, Applicable Law, or otherwise, its Voting Stock of the Company in favor of such Qualified IPO at any Stockholders Meeting called to vote on or approve such Qualified IPO and/or to consent in writing to such Qualified IPO, and the Securityholders and the Company shall take all other Necessary Action to cause, and shall not interfere with, the consummation of such Qualified IPO on the terms and conditions proposed or approved by the Initiating IPO Securityholder, including executing, acknowledging and delivering consents, waivers and other documents or instruments, furnishing information and copies of documents, and filing applications, reports, returns and other documents or instruments with governmental authorities; *provided* that in each case, each Securityholder shall be provided with reasonable prior notice of, and the opportunity to review (including with its external advisors), any such actions so required by Securityholders to cause the consummation of such Qualified IPO.

(c) Each Securityholder and the Company shall cooperate in any such Qualified IPO and will take all Necessary Action in connection with the consummation of the Qualified IPO as are reasonably requested by the Initiating IPO Securityholder (including the restructuring of the Company and its Subsidiaries to facilitate such Qualified IPO). Without limiting the generality of the foregoing, in connection with any such Qualified IPO, the Company shall take all necessary steps to engage an internationally recognized financial institution as the managing underwriter selected by the Board to lead such Qualified IPO, and each Securityholder, the Company and its Subsidiaries and their respective employees, officers, and advisors shall reasonably cooperate with such underwriter in connection with such Qualified IPO.

(d) The Initiating IPO Securityholder shall, in its sole discretion, decide whether or not to pursue, consummate, postpone or abandon such proposed Qualified IPO initiated pursuant to this Section 4.5 and the terms and conditions hereof. Except as expressly provided in this Section 4.5, the Board shall make all other decisions regarding the Qualified IPO. No Securityholder or Affiliate of a Securityholder shall have any liability to any other Securityholder or the Company arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Qualified IPO subject to this Section 4.5, except to the extent such Securityholder shall have failed to comply with the provisions of this Section 4.5.

Section 4.6 Tag-Along Right.

(a) Each of the Securityholders hereby agrees that if any one or more Securityholders (each, an "**Initiating Tag Securityholder**") shall, in any one transaction or any series of related transactions, directly or indirectly, propose to Transfer Common Stock or Jones Act Warrants that represent greater than 50% of the Fully Diluted Securities (such Common Stock or Jones Act Warrants, the "**Tag-Along Securities**") to any Person, other than a Person that is a Permitted Transferee of an Initiating Tag Securityholder (a "**Tag-Along Transaction**"), the Initiating Tag Securityholders (or a designated representative acting on their behalf) shall deliver written notice (a "**Tag-Along Notice**") to the Company, and the Company shall deliver such Tag-Along Notice to each Securityholder other than the Initiating Tag Securityholders (the "**Tag-Along Rightholders**"), at least fifteen (15) Business Days prior to the consummation of such Tag-Along Transaction, offering the Tag-Along Rightholders the opportunity to participate in such Tag-Along Transaction on the terms and conditions set forth in the Tag-Along Notice (which terms and conditions shall be the same as those terms and conditions applicable to the Initiating Tag Securityholders, except as to the number of Company Securities proposed to be sold and except that any Tag-Along Rightholder shall be permitted to sell either Common Stock or Jones Act Warrants (such Company Securities which Tag-Along Rightholders are so entitled to sell, the "**Tag-Eligible Securities**" and, together with the Tag-Along Securities, the "**Tag Securities**"). The Tag-Along Notice shall contain a general description of the material terms and conditions of the Tag-Along Transaction, including the identity of the parties to the proposed Tag-Along Transaction, the total number of Tag-Along Securities proposed to be sold, the proposed amount and form of consideration and whether any termination fee, break-up fee or similar fee would be payable by the Initiating Tag Securityholders and the Tag-Along Rightholders if the Tag-Along Transaction is not consummated (and the amount of any such termination fee, break-up fee or similar fee), and a copy of any acquisition agreement entered into in connection with such Tag-Along Transaction.

(b) Each Tag-Along Rightholder may, by written notice to the Initiating Tag Securityholders (or their designated representative) delivered within ten (10) Business Days after delivery of the Tag-Along Notice to such Tag-Along Rightholder (the "**Tag-Along Notice Period**"), elect to sell an amount up to its pro rata portion (based on the relative ownership of the then-outstanding Fully Diluted Securities as of the date of the Tag-Along Notice) of the Tag Securities to be Transferred to the proposed Transferee on the same terms and conditions as the Initiating Tag Securityholders. Failure to respond within the Tag-Along Notice Period shall constitute an irrevocable rejection of the offer made pursuant to the Tag-Along Notice and an irrevocable waiver by such Tag-Along Rightholder of its rights under this Section 4.6 only with respect to the applicable Tag-Along Transaction. If at the end of the Tag-Along Notice Period (i)

any Tag-Along Rightholder has declined to exercise its rights under this Section 4.6 or (ii) any Tag-Along Rightholder has elected to exercise its rights under this Section 4.6 with respect to less than all of such Tag-Along Rightholder's pro rata portion (the Tag-Along Securities described in clauses (i) and (ii) for which a Tag-Along Rightholder did not elect to exercise its rights under this Section 4.6, the "**Reallotment Securities**"), the Initiating Tag Securityholders shall give prompt written notice thereafter to each Tag-Along Rightholder that has elected to fully exercise its rights under this Section 4.6 (each such Person, a "**Full Tagging Person**"), of the right to sell in the Tag-Along Transaction a number of additional Tag-Along Securities in an amount up to its pro rata portion (based on the relative ownership of the then-outstanding Fully Diluted Securities held by all Full Tagging Persons and the Initiating Tag Securityholders as of the date of the Tag-Along Notice) of the Reallotment Securities (or such greater portion of the Reallotment Securities (up to all of the Reallotment Securities) as such Full Tagging Person may indicate in its election to exercise such right (*provided*, that if more than one Full Tagging Person elects to sell such greater portion, and the elections of all such Full Tagging Persons cannot be accommodated in full, then the right to sell more than each such Full Tagging Person's pro rata portion shall be allocated among all such Full Tagging Persons and the Initiating Tag Securityholders pro rata to such Full Tagging Persons' relative ownership of the then-outstanding Fully Diluted Securities held by all Full Tagging Persons as of the date of the Tag-Along Notice). Each such Full Tagging Person shall have three (3) Business Days to notify the Initiating Tag Securityholders of its election to exercise its rights to sell additional Tag-Along Securities pursuant to this Section 4.6(b).

(c) In connection with any Tag-Along Transaction in which any Tag-Along Rightholder elects to participate pursuant to this Section 4.6, each such Tag-Along Rightholder will take all necessary or desirable actions reasonably requested by the Initiating Tag Securityholders or the Company in connection with the consummation of such Tag-Along Transaction, including executing and delivering the applicable purchase agreement, merger agreement, indemnity agreement, escrow agreement, letter of transmittal or other agreements or documents governing or relating to such Tag-Along Transaction that the Company, the Initiating Tag Securityholders or the Transferee in such Tag-Along Transaction may reasonably request (the "**Tag-Along Transaction Documents**"), pursuant to which such Initiating Tag Securityholder and Tag-Along Rightholder shall agree to (A) provide customary representations and warranties regarding its legal status and authority, its ownership of the Tag Securities being Transferred (free and clear of liens and encumbrances), the due execution of the Tag-Along Transaction Documents and their enforceability, no conflicts with material agreements, law or judgment, order or decree of any governmental authority and customary (several but not joint) indemnities regarding the same, (B) participate pro rata based on the consideration to be received by such Tag-Along Rightholder in any customary indemnities with respect to matters other than the representations and warranties described in clause (A) above, it being understood that such participation shall be limited to funding, out of consideration to be received by such Tag-Along Rightholder, on a pro rata basis based on the consideration to be received by such Tag-Along Rightholder, any escrow arrangements related thereto and being responsible for such Tag-Along Rightholder's pro rata share of any withdrawals therefrom and (C) a customary confidentiality covenant; *provided*, that in no event shall any Tag-Along Rightholder be obligated to (x) agree to any restrictive covenant, including any non-competition covenant, employee non-solicit covenant or other similar agreement restricting the business operations or investments of the Tag-Along Rightholder or any of its Affiliates as a condition of participating in such Transfer other than the customary

confidentiality covenant described above (in each case except as otherwise provided in any Management Securityholder's employment or similar agreement in effect immediately prior to the consummation of the proposed Tag-Along Transaction), or (y) to agree to any indemnification obligations or contribute any amount in excess of the net cash amount received by such Tag-Along Rightholder in any such Tag-Along Transaction. In the event that the proposed Transferee in a Tag-Along Transaction does not purchase the number of Tag-Eligible Securities required to be included pursuant to this Section 4.6 on the terms and conditions of this Section 4.6, then no Initiating Tag Securityholder or Tag-Along Rightholder shall be permitted to sell any Tag-Along Securities to the proposed Transferee in such Tag-Along Transaction.

(d) At the closing of any Tag-Along Transaction in which any Tag-Along Rightholder has exercised its rights under this Section 4.6, such Tag-Along Rightholder shall deliver, against payment of the consideration therefor in accordance with the terms of the Tag-Along Transaction Documents, certificates or other documentation (or other evidence thereof reasonably acceptable to the Transferee of such Company Securities) representing its Tag-Eligible Securities to be sold, duly endorsed for Transfer or accompanied by duly endorsed stock powers, and such other documents as are deemed reasonably necessary by the Initiating Tag Securityholders, the Transferee and/or the Company for the proper Transfer of such Tag-Eligible Securities on the books of the Company, free and clear of any liens (other than liens imposed by this Agreement, the other Organizational Documents or Applicable Law or that are otherwise permitted pursuant to the Tag-Along Transaction Documents).

(e) Each Initiating Tag Securityholder and each Tag-Along Rightholder electing to participate in a Tag-Along Transaction will bear its pro rata share (based upon the relative number of Tag Securities, on an as-converted or exercised basis, to be sold by each such Person in such Tag-Along Transaction) of the costs and expenses of any such Tag-Along Transaction to the extent such costs and expenses are incurred for the benefit of all such Securityholders and are not otherwise paid by the Company or the Transferee. Costs and expenses incurred by any such Securityholder on its own behalf will not be considered costs of the Tag-Along Transaction and will be borne solely by such Securityholder.

(f) The Company shall, and shall use its commercially reasonable efforts to cause its Officers, managers, employees, agents, contractors and others under its control to, cooperate and assist in any proposed Tag-Along Transaction.

(g) If any Tag-Along Rightholder electing to participate in a Tag-Along Transaction breaches any of its obligations under this Section 4.6 or under any of the Tag-Along Transaction Documents, then such Tag-Along Rightholder will be provided a notice of such breach promptly (and in any event within three (3) Business Days) following the identification thereof and a reasonable opportunity to cure any such breach (if curable) and, if such breach remains uncured as of the date that is ten (10) Business Days following delivery of such notice, then such Tag-Along Rightholder will not be permitted to participate in such Tag-Along Transaction and the Initiating Tag Securityholders may proceed to close such Tag-Along Transaction excluding the sale of such Tag-Along Rightholder's Tag-Along Securities therefrom.

(h) The consideration to be received by a Tag-Along Rightholder shall be the same form and amount of consideration per Tag Security to be received by the Initiating Tag Securityholder, and the terms and conditions of such sale shall be the same as those upon which the Initiating Tag Securityholder sells its Tag-Along Securities; *provided*, that if the Initiating Tag Securityholder shall have a *bona fide* election as to the form of consideration to be received in a Tag-Along Transaction, the Tag-Along Rightholders shall have the opportunity to make the same election with respect thereto. If any Securityholders of Tag Securities are given an option as to the form and amount of consideration to be received in the Tag-Along Transaction, all the Tag-Along Rightholders must be given the same option.

(i) Any Tag-Along Transaction pursuant to this Section 4.6 shall occur within ninety (90) days after delivery of the Tag-Along Notice to the Tag-Along Rightholders; *provided* that, if such Tag-Along Transaction is subject to regulatory approval and such regulatory approval is required by the binding, definitive agreement entered into to give effect to such transactions, such ninety (90)-day period shall be extended until the expiration of 10 Business Days after all such approvals have been received or the relevant transaction document is terminated. If, at the end of such period, the Initiating Tag Securityholder has not completed the sale or other disposition of all of the Company Securities being held by the Company in accordance with the terms and conditions of the proposed Tag-Along Transaction, the Company shall return to each of the Tag-Along Rightholders any unsold certificates or evidences of ownership delivered in accordance with Section 4.6(d) above, together with any other documents in the possession of the Company executed by the Tag-Along Rightholders in connection with the proposed Tag-Along Transaction, and all the restrictions on Transfer contained in this Agreement with respect to the unsold Company Securities that are returned to the Tag-Along Rightholders shall again be in effect.

(j) The provisions of this Section 4.6 shall not apply in the event that an Initiating Drag Securityholder Transfers Company Securities in a Drag Transaction in which such Initiating Drag Securityholder exercises its rights under Section 4.7.

Section 4.7 Drag-Along Right.

(a) Subject to Section 4.7(h), and the prior approval of the Board, any one or more Securityholders (the "**Initiating Drag Securityholder**") collectively holding greater than 60% of the Fully Diluted Securities shall have the right to effect, and to cause the Company and each other Securityholder to consent to and participate in, a sale of all of the Company Securities or all or substantially all of the assets of the Company, as the case may be, to any Person, other than a Person that is a Permitted Transferee of any of the Initiating Drag Securityholders, in a single transaction or series of related transactions, whether pursuant to a sale of the Company Securities or an alternate form of transaction at the election of the Initiating Drag Securityholder (whether by a merger transaction, business combination, consolidation or sale of all of the Company Securities or all or substantially all of the assets of the Company) (a "**Drag Transaction**"), and if requested by the Initiating Drag Securityholder, each other Securityholder (each, a "**Selling Securityholder**") shall be required to sell all of its Company Securities (or, if applicable, to take all Necessary Action to support and consummate such alternate form of transaction) in accordance with this Section 4.7.

(b) In connection with a Drag Transaction, all Securityholders shall receive the same type and amount of consideration per share of each class of Company Securities as is received by other Securityholders of such class of Company Securities (and, subject to appropriate adjustments to reflect the exercise price of Warrants in accordance with the Warrant Agreements, shall receive the same type and amount of consideration per share as is received by other Securityholders for Common Stock), whether cash, securities or otherwise (and, subject to clause (y) below, if any Securityholder is given an option as to the form of consideration to be received in respect of its Company Securities, all other Securityholders shall be given the same option on the same terms), in each case in accordance with the Organizational Documents and the Warrant Agreements, and the terms and conditions of such Drag Transaction shall be the same as those applicable to the Initiating Drag Securityholder; *provided*, (w) that in no event shall a Selling Securityholder be obligated to accept any form of consideration in connection with any Drag Transaction other than cash or publicly traded Equity Interests that are not subject to restrictions on Transfer as a result of contractual provisions or Applicable Laws, (x) to the extent any Management Securityholder obtains the right to make a debt or equity investment in a purchaser or one of its Affiliates in connection with a Drag Transaction (whether directly or through a contribution of Equity Securities of the Company) (a "**Rollover Investment**"), such Rollover Investment shall not in itself constitute such Management Securityholder receiving different consideration from the other Securityholders, (y) in the event that any Selling Securityholder is not an Accredited Investor, such Selling Securityholder may, in the discretion of the Board, receive, and hereby agrees to accept, in lieu of any consideration in the form of unregistered securities, cash consideration with an equivalent value to such securities as determined by the Board, and (z) the aggregate consideration receivable by all Securityholders shall be allocated among the Securityholders in the manner specified by the Organizational Documents and Warrant Agreements. In connection with the Drag Transaction, each Selling Securityholder shall agree (A) to provide customary representations and warranties regarding its legal status and authority, its ownership of the Company Securities being Transferred (free and clear of liens and encumbrances,), the due execution of the transaction documents and their enforceability, no conflicts with material agreements, law or judgment, order or decree of any governmental authority and customary (several but not joint) indemnities regarding the same, and (B) to participate pro rata based on the consideration to be received by such Selling Securityholder in any customary indemnities with respect to matters other than the representations and warranties described in clause (A) above, it being understood that such participation shall be limited to funding out of the consideration to be received by such Selling Securityholder, on a pro rata basis based on the consideration to be received by such Selling Securityholder, any escrow arrangements related thereto and being responsible for such Securityholder's pro rata share, on an as-converted basis, of any withdrawals therefrom. Notwithstanding anything to the contrary contained herein, in no event shall (I) any Selling Securityholder (other than a Management Securityholder) be required to agree to any restrictive covenant, including any non-competition covenant, employee non-solicit covenant or other similar agreement restricting the Securityholder from engaging or investing in any business as a condition of participating in such Transfer, other than confidentiality, (II) any Management Securityholder be required to agree to any restrictive covenant other than reconfirming the terms of any agreement then in effect between such Management Securityholder and the Company, or (III) any Securityholder be required to agree to any indemnification obligations or contribute any amount in excess of the net cash amount received by such Selling Securityholder in any such Drag Transaction.

(c) In connection with any Drag Transaction, each Selling Securityholder shall be required to vote, if such a vote is required by this Agreement, Applicable Law or otherwise, its Voting Stock of the Company in favor of such Drag Transaction at any Securityholders Meeting called to vote on or approve such Drag Transaction or to consent in writing to such Drag Transaction, and the Securityholders and the Company shall take all other Necessary Action to cause, and shall not interfere with, the consummation of such Drag Transaction on the terms and conditions proposed by the Initiating Drag Securityholder, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, furnishing information and copies of documents, and filing applications, reports, returns and other documents or instruments with governmental authorities; *provided* that in each case, a Selling Securityholder shall be provided with reasonable prior notice of, and the opportunity to review (including with its external advisors), any such actions so required by Selling Securityholders to cause the consummation of a Drag Transaction. Without limiting the foregoing, (A) each Securityholder shall vote or cause to be voted all Voting Stock of the Company that such Securityholder holds or with respect to which such Securityholder has the power to direct the voting and which are entitled to vote on such Drag Transaction in favor of such Drag Transaction and shall waive any dissenter's rights, appraisal rights or similar rights which such Securityholder may have in connection therewith and (B) if the proposed Drag Transaction is structured as or involves a sale or redemption of Company Securities, then each Securityholder shall agree to sell such Securityholder's Company Securities being sold in such Drag Transaction on the terms and conditions approved by the Board or proposed by the Initiating Drag Securityholder, as applicable, and such Securityholders shall execute all documents reasonably necessary or required to effectuate such Drag Transaction.

(d) Each Selling Securityholder shall cooperate in the Drag Transaction and will take all Necessary Actions in connection with the consummation of the Drag Transaction as are reasonably requested, including, in the event of a Drag Transaction involving the Transfer of Company Securities, delivering the duly endorsed certificate or certificates if any, representing the Company Securities beneficially owned by such Selling Securityholder to be sold or, in the event the Company Securities are held in book entry, such evidence of ownership and Transfer as the transfer agent for the Company Securities may reasonably require in order to effect the Transfer thereof, and a stock power and limited power-of-attorney authorizing the Company to take all Necessary Actions to sell or otherwise dispose of such securities on the terms contemplated by this Section 4.7 in the Drag Transaction. Such power-of-attorney shall be irrevocable and coupled with an interest. In the event that a Selling Securityholder should fail to deliver such certificates and/or documentation, the Company shall cause the books and records of the Company to show that such Company Securities is bound by the provisions of this Section 4.7 and that such Company Securities may be Transferred to the purchaser in such Drag Transaction.

(e) The fees and expenses, other than those payable to any Selling Securityholder or any of their respective Affiliates, incurred in connection with a Drag Transaction under this Section 4.7 and for the benefit of all Selling Securityholders (it being understood that costs incurred by or on behalf of a Selling Securityholder for his, her or its sole benefit, will not be considered to be for the benefit of all Selling Securityholders), to the extent not paid or reimbursed by the Company or the Transferee or acquiring Person, shall be shared by all the Selling Securityholders on a pro rata basis, in proportion to the consideration received by each Selling Securityholder; *provided*, that no Selling Securityholder shall be obligated to make anyout-of-pocket expenditure prior to the consummation of the Drag Transaction consummated pursuant to this Section 4.7 (excluding de minimis expenditures).

(f) The Initiating Drag Securityholder shall provide written notice (the "**Drag-Along Notice**") to each Selling Securityholder of any proposed Drag Transaction as soon as practicable; *provided*, that such Drag-Along Notice shall be provided to each Selling Securityholder no later than twenty (20) Business Days prior to the consummation of the Drag Transaction. The Drag-Along Notice will include the material terms and conditions of the Drag Transaction, including (x) the name and address of the proposed Transferee, (y) the proposed amount and form of consideration and (z) the proposed Transfer date, if known. The Initiating Drag Securityholder will deliver or cause to be delivered to each Selling Securityholder copies of all transaction documents (including any schedules, exhibits and annexes thereto) relating to the Drag Transaction promptly as the same become available. Any Drag Transaction pursuant to this Section 4.7 shall occur within one hundred eighty (180) days after delivery of the Drag-Along Notice to the Selling Securityholder unless agreed in writing to be extended by the Board and the Selling Securityholders; *provided* that, if such Drag Transaction is subject to regulatory approval and such regulatory approval is required by the binding, definitive agreement entered into to give effect to such transactions, such one hundred eighty (180)-day period shall be extended until the expiration of ten (10) Business Days after all such approvals have been received or the relevant transaction document is terminated. If, at the end of such period, the Company has not completed the sale or other disposition of the Company Securities in accordance with the terms and conditions of the proposed Drag Transaction, the Company shall return to each of the Selling Securityholders any certificates or evidences of ownership delivered in accordance with Section 4.7(d) and any limited powers-of-attorney received by the Company, together with any other documents in the possession of the Company executed by the Selling Securityholder in connection with the proposed Drag Transaction, and all the restrictions on Transfer contained in this Agreement with respect to the Company Securities shall again be in effect.

(g) If the Board, in connection with a Drag Transaction, appoints a Securityholders' representative (the "**Securityholders' Representative**") with respect to matters affecting the Selling Securityholders under the related transaction documentation, such Securityholders' Representative shall be a third-party firm that provides such transaction services and each Selling Securityholder agrees (A) to consent to (1) the appointment of such Securityholders' Representative, (2) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations and (3) the payment of such Selling Securityholders' pro rata portion (from the applicable escrow) of any and all reasonable fees and expenses to such Securityholders' Representative in connection with such Drag Transaction and its related service as the Securityholders' Representative and (B) not to assert any claim or commence any suit against the Securityholders' Representative in connection with its services as the Securityholders' Representative, absent fraud, gross negligence or willful misconduct.

(h) The Initiating Drag Securityholder shall, in its sole discretion, decide whether or not to pursue, consummate, postpone or abandon any proposed Transfer subject to this Section 4.7 and the terms and conditions hereof. No Securityholder or Affiliate of a Securityholder shall have any liability to any other Securityholder or the Company arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer subject to this Section 4.7, except to the extent such Securityholder shall have failed to comply with the provisions of this Section 4.7.

**ARTICLE V**
**PREEMPTIVE RIGHTS**

Section 5.1 Preemptive Rights.

(a) *Generally*. The Board, subject to the Company's Organizational Documents, with respect to the preemptive rights provided for in this Article V, and the consent rights provided for in Section 2.2(a), shall have the authority to issue Company Securities and/or Subsidiary Securities and issue or incur any indebtedness for borrowed money in such amounts and for such consideration per Company Security or Subsidiary Security, as applicable, as the Board shall determine.

(b) *Procedure.* In the event that the Company or any of its Subsidiaries proposes to (i) sell or otherwise issue Company Securities and/or Subsidiary Securities or (ii) issue or incur any indebtedness for borrowed money (other than Company Securities and/or Subsidiary Securities) (any of the foregoing, "**Dilutive Instruments**") other than in a Permitted Offering (each a "**Proposed Offering**"), each Preemptive Rights Securityholder shall have the right to acquire or lend, as applicable, that number or amount of such Dilutive Instruments as is determined in accordance with Section 5.1(c) below, at the same price and upon the same terms and conditions as such Dilutive Instruments are being offered by the Company or its Subsidiary, as applicable, in the Proposed Offering.

(c) *Notice and Offer.* As promptly as practicable prior to the consummation of any Proposed Offering to which this Section 5.1 applies, the Company shall give written notice thereof to each Preemptive Rights Securityholder (the "**Company Sale Notice**"), setting forth the number and class of the Dilutive Instruments and the consideration per Dilutive Instrument to be issued or incurred in such Proposed Offering as well as the other terms and conditions on which the Dilutive Instruments are being offered in such Proposed Offering, as applicable, and offering to sell, issue or incur, as applicable, to or from, as applicable, each Preemptive Rights Securityholder its pro rata share (subject to Section 5.1(h), based on the relative ownership of the then-outstanding Fully Diluted Securities held by all applicable Preemptive Rights Securityholders as of the date of the Company Sale Notice) of such Dilutive Instruments on the same terms and conditions as are set forth in the applicable Company Sale Notice (the "**Preemptive Rights Offer**").

(d) *Exercise of Rights.* Each Preemptive Rights Securityholder shall be entitled to accept any Preemptive Rights Offer by providing written notice to the Company not later than ten (10) Business Days after the date of the applicable Company Sale Notice. A delivery of such notice (which notice shall specify the number of Company Securities and/or Subsidiary Securities, as applicable, requested to be purchased by the Preemptive Rights Securityholder submitting such notice, up to the maximum amount determined pursuant to Section 5.1(c)) by such Preemptive Rights Securityholder shall constitute a binding agreement of such Preemptive Rights Securityholder to purchase, for the per share consideration and on the terms and conditions specified in the Company Sale Notice, the number of Dilutive Instruments specified in such

Preemptive Rights Securityholder's notice. If, at the end of such ten (10) Business Day period, any Preemptive Rights Securityholder has not exercised its right to purchase any of its pro rata share of the Preemptive Rights Offer by delivering such notice, such Preemptive Rights Securityholder shall be deemed to have waived all of its rights under this Article V with respect to, and only with respect to, the purchase of such Dilutive Instruments specified in the applicable Company Sale Notice.

(e) *Failure to Exercise*. If following the expiration of the period specified in Section 5.1(c) (i) any Preemptive Rights Securityholder has declined or failed to exercise its preemptive rights under this Section 5.1, or (ii) any Preemptive Rights Securityholder exercises its rights under this Section 5.1 with respect to less than all of such Preemptive Rights Securityholder's pro rata portion (the difference between (x) the total number or amount, as applicable, of Dilutive Instruments to be issued or incurred in the Proposed Offering and (y) the number or amount, as applicable, of Dilutive Instruments attributable to the Preemptive Rights Securityholders described in clauses (i) and (ii), the "**Preemptive Rights Excess Instruments**"), then the Company or its Subsidiary, as applicable, shall give prompt written notice thereafter to each Preemptive Rights Securityholder that has elected to fully exercise its rights under this Section 5.1 (each such Preemptive Rights Securityholder, a "**Full Preemptive Rights Securityholder**"), of its right to purchase such Full Preemptive Rights Securityholder's pro rata portion of any Preemptive Rights Excess Instruments (based on the relative ownership of the then-outstanding Fully Diluted Securities held by all Full Preemptive Rights Securityholders as of the date of the Company Sale Notice) (with an option for each Full Preemptive Rights Securityholder to indicate that it would purchase up to all such Preemptive Rights Excess Instruments, to the extent that other Full Preemptive Rights Securityholders do not exercise their over-subscription rights pursuant to this Section 5.1(d)) and for the same per share consideration and on the same terms as those specified in the Company Sale Notice, and such Full Preemptive Rights Securityholder shall have two (2) Business Days following the expiration of the period specified in Section 5.1(c) to exercise its rights pursuant to this Section 5.1(e) with respect to the Preemptive Rights Excess Instruments by delivering written notice thereof to the Company.

(f) *Timing*. Subject to compliance with this Article V, the Company or its Subsidiary, as applicable, shall have sixty (60) days after the date of the Company Sale Notice to consummate the Proposed Offering with respect to any Dilutive Instruments that the Preemptive Right Securityholders have elected not to purchase at the same (or higher) per share consideration and upon such other terms and conditions that, taken as a whole, are not materially less favorable to the Company or its Subsidiary, as applicable, than those specified in the Company Sale Notice; *provided*, that, if such Proposed Offering is subject to regulatory approval, such 60-day period shall be extended until the expiration of five (5) Business Days after all such approvals have been received. If the Company or its Subsidiary, as applicable, proposes to consummate a Proposed Offering (x) during such 60-day period at a lower per share consideration or on such other terms that are, taken as a whole, materially less favorable to the Company or its Subsidiary, as applicable, or (y) at any point after such 60-day period, in each case it shall again comply with the procedures set forth in this Article V prior to such Proposed Offering. Subject to Section 5.1(h), the purchase of Dilutive Instruments by the Preemptive Rights Securityholders agreeing to purchase any such Dilutive Instruments pursuant to this Section 5.1 shall be consummated simultaneously with the closing of the applicable Proposed Offering.

(g) Notwithstanding the foregoing, the Company or its Subsidiary, as applicable, shall have the right to offer to, issue to, or incur from, the Appointing Persons (pro rata based on the relative ownership of the then outstanding Fully Diluted Securities held by the Appointing Persons as of the date of the Company Sale Notice) any Dilutive Instruments without first providing a Preemptive Rights Offer as described in Section 5.1(c) to the Preemptive Right Securityholders as long as the Company promptly thereafter (and in any event within sixty (60) days) makes a Preemptive Rights Offer to the other Preemptive Rights Securityholders on the same terms (including at the same price) as such Securityholders would have been entitled to exercise such preemptive rights if the Company had offered such Dilutive Instruments at the time of the original Proposed Offering.

(h) *Disclaimer of Liability.* The Company shall be under no obligation to consummate any proposed issuance or incurrence of Dilutive Instruments, nor shall there be any liability on the part of the Company or the Board to any Preemptive Rights Securityholder if the Company has not consummated any proposed issuance or incurrence of Dilutive Instruments for whatever reason, except for issuances or incurrences made in breach of this Agreement, regardless of whether the Board shall have delivered a Company Sale Notice in respect of such proposed issuance.

(i) *Jones Act Compliance.* Notwithstanding anything to the contrary set forth herein, if and to the extent required to satisfy the Jones Act Restriction, and solely to such extent, Preemptive Rights Securityholders exercising preemptive rights pursuant to this Section 5.1 that are Non-U.S. Citizens shall receive, on a proportionate basis with each other Non-U.S. Citizen (*i.e.*, each Non-U.S. Citizen shall receive the same proportion of Company Securities as each other Non-U.S. Citizen) otherwise entitled to receive any class of Company Securities pursuant to this Agreement, Jones Act Warrants in lieu of all or a portion of such Dilutive Instruments in an amount such that, in the aggregate with all other Non-U.S. Citizens (including after giving effect to this Section 5.1(i)), the Jones Act Restriction is satisfied. For the avoidance of doubt, any Preemptive Rights Securityholder to which Jones Act Warrants are issued in lieu of Company Securities shall remain obligated to pay the same purchase price therefor and to make such payment at the same time and otherwise on the same terms and conditions as if such holder were purchasing Company Securities pursuant hereto.

(j) *CEO Director Issuances*. For so long as Todd Hornbeck remains the Chief Executive Officer and a Director, for purposes of the preemptive rights set forth in this Article V, (x) the Common Stock underlying any options, restricted stock or other incentive equity beneficially owned by Todd Hornbeck (whether or not vested) shall be taken into account in determining the Fully Diluted Securities and each Preemptive Rights Securityholder's pro rata share of the Preemptive Rights Offer and (y) if the total Fully Diluted Securities beneficially owned by Todd Hornbeck and his Affiliates as calculated in accordance with clause (x) does not equal or exceed 2% of the Fully Diluted Securities (including for purposes of clause (x)), then Todd Hornbeck and his Affiliates, taken as a group, will be deemed to hold 2% of the Fully Diluted Securities.

**ARTICLE VI**
**REGISTRATION RIGHTS**

Section 6.1 Demand Registration.

(a) Subject to Section 6.1(b) and the other terms of this Article VI, each 10% Securityholder shall have the right to, in each case, pursuant to Section 6.1(c) or Section 6.1(d), request the Company to effect the registration under and in accordance with the provisions of the Securities Act of the offering of all or any portion of the Registrable Securities at an aggregate proposed price to the public of not less than $10,000,000 beneficially owned by such 10% Securityholder by submitting a written request for such registration and specifying the amount of Registrable Securities proposed to be registered and the intended method (or methods) and plan of disposition thereof, including whether such requested registration is to involve an underwritten offering (a "**Registration Demand**"). The Company shall give prompt written notice thereof (a "**Demand Registration Notice**") (and in any event within five (5) Business Days from the date of receipt of such Registration Demand) to each of the 2% Securityholders, each of whom shall be entitled to elect to include, subject to the terms and conditions set forth in this Article VI, Registrable Securities beneficially owned by it in the Registration Statement to which a Demand Registration Notice relates, by submitting a written request to the Company (a "**Registration Request**") within fifteen (15) Business Days after the date of such Demand Registration Notice, specifying the number of Registrable Securities that such 2% Securityholder intends to dispose of pursuant to such Registration Statement. Except as otherwise provided in this Agreement, the Company shall prepare and use its reasonable best efforts to file with the SEC, within ninety (90) days after the date of the applicable Registration Demand, a Registration Statement with respect to the following (in either case subject to Section 6.1(j) if the Registrable Securities will be sold in an underwritten offering): (i) all Registrable Securities of the Requesting Securityholder included in such Registration Demand and (ii) all Registrable Securities that other Requesting Securityholders elect to include in such Registration Statement, pursuant to one or more timely submitted Registration Requests. Thereafter, the Company shall use its reasonable best efforts, in accordance with Section 6.6, to effect the registration of the offering of such Registrable Securities under the Securities Act and applicable state securities laws, for disposition in accordance with the intended method or methods of disposition stated in the underlying Registration Demand. The Company may include in such Registration Statement such number of shares of Common Stock or other Company Securities of the Company as the Company proposes to offer and sell for its own account or the account of any other Person.

(b) *Limitation on Demand Registration.* Notwithstanding anything to the contrary in this Section 6.1, no 10% Securityholder may make a Registration Demand until six months following the Company's IPO.

(c) *Form S-1 Registration.* Subject to the terms and conditions of this Article VI, any 10% Securityholder shall have the right to submit a Registration Demand to effect the registration on Form S-1 (or if available Form S-3) or any successor form of all or any portion of the Registrable Securities beneficially owned by such Securityholder and its Affiliates; provided that each 10% Securityholder (taken as a group with its Affiliates) shall be limited to three such Registration Demands pursuant to this Section 6.1(c). Any registration pursuant to such a Registration Demand may, if so requested in the underlying Registration Demand, be a "shelf" registration for an offering of Registrable Securities on a continuous or delayed basis pursuant to Rule 415 under the Securities Act (or any successor rule that is subsequently adopted by the SEC).

(d) *Registration; Shelf Registration*. Subject to the terms and conditions of this Article VI, at any time that the Company is eligible to use Form S-3 for the registration of Registrable Securities for resale, any 2% Securityholder shall have the right, subject to the terms and conditions of this Article VI, to submit a Registration Demand to effect the registration on Form S-3 (or any successor form) of the Registrable Securities beneficially owned by such 2% Securityholder. Any registration pursuant to such a Registration Demand may, if so requested in the underlying Registration Demand, be a "shelf" registration for an offering of Registrable Securities on a continuous or delayed basis pursuant to Rule 415 under the Securities Act (or any successor rule that is subsequently adopted by the SEC). Subject to paragraph (f), the number of Registration Demands that may be made pursuant to this paragraph is unlimited. Notwithstanding the foregoing, the Company shall not be obligated to effect any Registration Demand on Form S-3 if the Registrable Securities sought to be included in such Registration Demand have a fair market value of less than $3,000,000. Notwithstanding the foregoing, no 2% Securityholder may make a Registration Demand on Form S-3 pursuant to this Section 6.1(d) until six months following the Company's IPO.

(e) *Delay for Disadvantageous Condition.* If, in connection with any registration requested or ongoing pursuant to a Registration Demand, the Company provides a certificate to the Requesting Securityholders, signed by the President or Chief Executive Officer of the Company and stating that, in the good-faith judgment of the Board, it would be materially detrimental to the Company or its Securityholders for such Registration Statement either to become effective or to remain effective for as long as such Registration Statement otherwise would be required to remain effective, or if the Company is prohibited by the terms of any applicable underwriting or securities purchase agreement, then the Company shall have the right to defer taking action with respect to such Registration Statement and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly; provided, however, that the aggregate number of days in all such delay periods in any period of twelve (12) consecutive months shall not exceed sixty (60) days.

(f) *Limitation on Successive Registrations and Underwritten Offerings.* The Company shall not be required to effect a registration of Registrable Securities pursuant to Section 6.1(c) or Section 6.1(d) for a period of ninety (90) days immediately following the effective date of any Registration Statement filed pursuant to this Section 6.1 or a Registration Statement otherwise filed by the Company as permitted by this Agreement to register Company Securities to be sold by the Company and in no event shall the Company be required to file more than three Registration Statements pursuant to Section 6.1(d) during any period of twelve (12) consecutive months.

(g) *Demand Withdrawal.* With respect to any registration requested pursuant to this Section 6.1, any Requesting Securityholder may withdraw its Registrable Securities from such registration, in either case by providing written notice to the Company at any time (x) in the case of an underwritten offering, prior to the filing of the preliminary prospectus pursuant to such registration, and (y) in the case of non-underwritten offering, prior to the effective date of the

Registration Statement relating to such Registration Demand. If all of the Registrable Securities to be included in the registration pursuant to any Registration Demand are so withdrawn, then such Registration Demand shall be deemed withdrawn. In the event of any such actual or deemed withdrawal of a Registration Demand, the Company shall cease all efforts to effect the registration of the Registrable Securities requested to be included in such registration, without liability to any Requesting Securityholder. Such registration will be deemed to have been effected (including for purposes of Section 6.1(c) and Section 6.1(d), with respect to a Registration Demand made thereunder) unless each Requesting Securityholder who has withdrawn its Registration Demand or has withdrawn all of its Registrable Securities from such registration has paid (or reimbursed the Company for), pursuant to and if required by Section 6.4, its pro rata share (based on a fraction, the numerator of which is the number of Registrable Securities that such Requesting Securityholder asked to be included in such withdrawn registration and the denominator of which is the aggregate number of Registrable Securities that all Requesting Securityholders, collectively, requested to be included in such withdrawn registration) of the Registration Expenses incurred by the Company in connection with such withdrawn registration.

(h) *Effective Registration.* Notwithstanding anything to the contrary in this Agreement, except to the extent expressly set forth in Section 6.1(g), a Registration Statement filed pursuant to this Section 6.1 shall not be deemed to have been requested or effected (including for purposes of Section 6.1(c) and Section 6.1(d), with respect to a Registration Demand made thereunder) unless it has been declared effective by the SEC and shall have remained effective for one hundred eighty (180) days (excluding any periods of time during which such Registration Statement is tolled or suspended pursuant to Section 6.1(e) or Section 6.5(c)) or such shorter period as may be required to sell all Registrable Securities included in such Registration Statement; provided that in the case of any registration of Registrable Securities that are intended to be offered on a continuous or delayed basis, such one hundred eighty (180) day period shall be extended, if necessary, to keep the Registration Statement effective until all such Registrable Securities are sold. In no event shall a registration be deemed to have been effected if (i) after the Registration Statement has been declared effective by the SEC, such registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court, for any reason other than a misrepresentation or an omission by any Requesting Securityholder and, as a result thereof, the Registrable Securities requested to be registered therein cannot be completely distributed in accordance with the plan of distribution set forth in such Registration Statement or (ii) the conditions to closing the sale of Registrable Securities specified in any purchase agreement or Underwriting Agreement, which agreement was entered into in connection with such registration for the purpose of distributing Registrable Securities in accordance with the plan of distribution set forth in the applicable Registration Statement, are not satisfied or waived other than solely by reason of some act or omission by any Requesting Securityholder.

(i) *Selection of Underwriters.* Subject to Section 6.1(f), any registration of Registrable Securities pursuant to this Section 6.1 may, if so requested in the underlying Registration Demand, be effected as an underwritten offering, and in such event the Company shall have the right to select the managing underwriter or underwriters for the offering; provided that such underwriter or underwriters shall be reasonably acceptable to the Requesting Securityholder(s).

(j) *Priority*. Notwithstanding any other provision of this Section 6.1, if the underwriters advise the Requesting Securityholder(s) in writing that marketing factors require a limitation on the number of shares to be underwritten in a registration pursuant to this Section 6.1 (other than Section 6.1(k)), the number of Registrable Securities that may be so included shall be allocated as follows: (i) (A) in the case of a registration pursuant to Section 6.1(c), (I) first, among all 10% Securityholders requesting to include Registrable Securities in such registration statement based on the pro rata percentage of Registrable Securities beneficially owned by such 10% Securityholders and (II) second, among all 2% Securityholders (other than 10% Securityholders participating in clause (I)) requesting to include Registrable Securities in such registration statement based on the pro rata percentage of Registrable Securities beneficially owned by such 2% Securityholders, and (B) in the case of a registration pursuant to Section 6.1(d), first, among all 2% Securityholders requesting to include Registrable Securities in such registration statement based on the pro rata percentage of Registrable Securities beneficially owned by such 2% Securityholders; and (ii) thereafter, to the Company, which the Company may allocate, at its discretion, for its own account, or for the account of other Securityholders.

(k) *Company Registration*. Notwithstanding the provisions of this Section 6.1 to the contrary, the Company shall not be obligated to effect a registration requested pursuant to this Section 6.1 if within thirty (30) days after the date of the applicable Registration Demand under this Section 6.1, the Company notifies all 2% Securityholders of its intention to file a registration statement for a firm commitment underwritten public offering of Common Stock and within ninety (90) days after the date of the applicable Registration Demand, files a Registration Statement for such offering and provided that 2% Securityholders shall have rights to include Registrable Securities in such Registration Statement in accordance with Section 6.2. In such case, the Securityholders shall have all the rights provided herein as if no such Registration Demand had been submitted. If at any time the Company fails diligently to pursue its Registration Statement or the offering, the provisions of the preceding sentence shall not apply, and the Company shall be obligated to satisfy its obligations otherwise due under Section 6.1. With respect to such registration, the Company shall have sole authority to select or terminate the employment of underwriters, and to make all decisions in connection with the filing, effectiveness and consummation of the proposed offering, subject to the express provisions hereof.

Section 6.2 Piggyback Registration.

(a) *Notice of Registrations.* In the event that the Company proposes to file a Registration Statement with respect to Company Securities (other than a Registration Statement (i) filed in connection with the Company's IPO, (ii) filed pursuant to Section 6.1, or (iii) filed solely in connection with a dividend reinvestment plan or an employee benefit plan covering only officers, directors, consultants or advisors of the Company or its Affiliates), whether or not for sale for its own account, the Company shall provide each 2% Securityholder with written notice of its intention to do so (a "**Piggyback Registration Notice**") at least thirty (30) days prior to filing such Registration Statement. Any 2% Securityholder may elect to include Registrable Securities beneficially owned by it in the Registration Statement to which a Piggyback Registration Notice relates, by submitting a written request (a "**Piggyback Registration Request**") to the Company within fifteen (15) Business Days after the date of such Piggyback Registration Notice, specifying the number of Registrable Securities that such 2% Securityholder intends to dispose of pursuant

to such Registration Statement, and the intended method of disposition thereof. The Company shall use its reasonable best efforts to effect the registration under the Securities Act of all Registrable Securities that 2% Securityholder have requested, pursuant to timely submitted Registration Requests, to be included in the Registration Statement to which the underlying Piggyback Registration Notice relates. Notwithstanding the foregoing, no 2% Securityholder may make a Piggyback Registration Request pursuant to this Section 6.2(a) until six months following the Company's IPO.

(b) *Withdrawal of Registration.* If, at any time after the Company provides a Piggyback Registration Notice and prior to the effective date of any Registration Statement filed in connection therewith, the Company shall determine for any reason not to register the Company Securities to which such Piggyback Registration Notice relates, the Company may, in its sole discretion, give the Requesting Securityholders written notice of such determination and thereupon shall be relieved of its obligation to register any Registrable Securities that the Requesting Securityholders requested to be registered pursuant to a Piggyback Registration Request delivered in response to such Piggyback Registration Notice. Each Securityholder shall be permitted to withdraw all or any portion of the Registrable Securities of such Securityholder from a Piggyback Registration at any time prior to the effective date of such Piggyback Registration.

(c) *Priority.* Notwithstanding any other provision of this Section 6.2, if the underwriters advise the Requesting Securityholder(s) in writing that marketing factors require a limitation on the number of shares to be underwritten, the number of Registrable Securities that may be so included shall be allocated as follows: (i) first, to the Company with respect to the Company Securities that the Company proposes to offer and sell for its own account in such registration; (ii) second, among all 2% Securityholders requesting to include Registrable Securities in such registration statement based on the pro rata percentage of Registrable Securities beneficially owned by such 2% Securityholders; and (iii) third, to the Company, which the Company may allocate, at its discretion, for the account of other Securityholders.

(d) *Not a Demand Registration.* No registration of Registrable Securities effected under this Section 6.2 shall relieve the Company of its obligation to effect any registration of Registrable Securities pursuant to Section 6.1.

Section 6.3 Certain Information. In connection with any request for registration pursuant to Section 6.1 or Section 6.2, each Selling Securityholder shall furnish to the Company such information regarding itself, the Registrable Securities beneficially owned by it, and the intended method of disposition of such Registrable Securities as the Company shall reasonably request, to the extent required to complete the filing of such Registration Statement in accordance with applicable law (including the Securities Act and any state securities or "blue sky" laws).

Section 6.4 Expenses. Except as expressly provided otherwise in this Agreement, if the Company is required to effect the registration of any Registrable Securities pursuant to Section 6.1 or Section 6.2, the Company shall pay all Registration Expenses with respect to such registration; *provided* that each Selling Securityholder shall bear its pro rata share, on the basis of the number of Registrable Securities or shares of Common Stock, as applicable, sold in such registration, of all underwriting discounts, selling commissions and stock transfer taxes, and each such Selling

Securityholder shall be responsible for any fees and expenses of any persons retained by such Selling Securityholder. Notwithstanding the foregoing, in the event that any registration of Registrable Securities or shares of Common Stock, as applicable, requested pursuant to Section 6.1 is withdrawn or deemed withdrawn pursuant to Section 6.1(g) and the Requesting Securityholder(s) elects not to have such withdrawn registration counted as a registration under Section 6.1, the Requesting Securityholder(s) and each Requesting Securityholder withdrawing all of its Registrable Securities or shares of Common Stock, as applicable, shall pay (or reimburse the Company for) its pro rata share (in proportion to the number of Registrable Securities or shares of Common Stock, as applicable, that it asked to be included in such withdrawn registration) of the Registration Expenses incurred by the Company with respect to such withdrawn registration. The immediately preceding sentence shall not apply if such registration is withdrawn (i) as a result of information concerning the occurrence of a material adverse change in the business or financial condition of the Company that is made known to the Requesting Securityholders after the date on which such registration was requested, (ii) if the revocation of such Selling Securityholder's request for registration is based on the Company's failure to comply in any material respect with its obligations hereunder or (iii) if the registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court for any reason other than a misrepresentation or omission by any Requesting Securityholder.

Section 6.5 Registration and Qualification.

(a) In the event that the Company is required to effect the registration of any Registrable Securities or shares of Common Stock, as applicable, pursuant to this Article VI, the Company shall:

(i) use its reasonable best efforts to, as promptly as practicable, prepare, file and cause to become effective and remain effective a Registration Statement relating to such Registrable Securities or shares of Common Stock, as applicable;

(ii) prepare and file with the SEC such amendments (including post-effective amendments) and supplements to the Registration Statement for such Registrable Securities or shares of Common Stock, as applicable, and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all such Registrable Securities or shares of Common Stock, as applicable, until such time as all of such Registrable Securities or shares of Common Stock, as applicable, have been disposed of; provided that the Company shall, as far in advance as practicable but at least five (5) Business Days prior to filing a Registration Statement or prospectus (or any amendment or supplement thereto), furnish to each Selling Securityholder, for their review, copies of such Registration Statement or prospectus (or amendment or supplement) as proposed to be filed (including, upon the request of such Selling Securityholder, documents to be incorporated by reference therein); provided further that each Selling Securityholder may request reasonable changes to such Registration Statement, prospectus, amendment or supplement (as the case may be) and the Company shall be required to comply therewith to the extent necessary to lawfully complete such filing or maintain the effectiveness of such Registration Statement;

(iii) furnish to each Selling Securityholder and each underwriter of such Registrable Securities or shares of Common Stock, as applicable, such number of conformed copies of such Registration Statement and each amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such Registration Statement (including each preliminary prospectus and any summary prospectus), in conformity with the requirements of the Securities Act, such documents as are incorporated by reference in such Registration Statement or prospectus (including any amendments or supplements thereto), and such other documents as such Selling Securityholder or underwriter may reasonably request;

(iv) promptly notify each Selling Securityholder in writing of the effectiveness of the Registration Statement and of any stop order issued or threatened by the SEC with respect thereto, use its reasonable best efforts to prevent the entry of any such stop order that is threatened and promptly remove any such stop order that has been entered, and promptly notify each Selling Securityholder of such lifting or withdrawal of any such stop order;

(v) use its reasonable best efforts to (x) register or qualify all Registrable Securities or shares of Common Stock, as applicable, covered by such Registration Statement under the securities or blue sky laws of such jurisdictions as may be requested by any Selling Securityholder or underwriter of such Registrable Securities or shares of Common Stock, as applicable, and promptly notify the Selling Securityholders of the receipt of any notification with respect to the suspension of the qualification of Registrable Securities or shares of Common Stock, as applicable, for sale or offer in any such jurisdiction and (y) obtain all appropriate registrations, permits and consents in connection with such registrations and qualifications, and do any and all other acts and things (including using reasonable best efforts to promptly remove any such suspension) necessary or advisable to enable the Selling Securityholders and underwriters to consummate the disposition of such Registrable Securities or shares of Common Stock, as applicable, in such jurisdictions; *provided* that the Company shall not be required to qualify to do business as a foreign corporation in any such jurisdiction where it is not so qualified, to consent to general service of process in any such jurisdiction or to amend its Organizational Documents;

(vi) in an underwritten offering, use its reasonable best efforts to furnish to each underwriter of such Registrable Securities or shares of Common Stock, as applicable, (x) an opinion of counsel to the Company addressed to each such underwriter and dated the date of the closing under the Underwriting Agreement and (y) "cold comfort" letters dated the effective date of the Registration Statement (and brought down to the date of closing under the Underwriting Agreement) addressed to each underwriter and signed by the independent public accountants who have certified the Company's financial statements included in such Registration Statement, in each such case covering substantially the same matters as are customarily covered in such opinions and cold comfort letters in connection with underwritten public offerings of securities;

(vii) if requested by the managing underwriter, use its reasonable best efforts to list all such Registrable Securities or shares of Common Stock, as applicable, covered by such registration on each National Securities Exchange on which shares of Common Stock are then listed;

(viii) furnish for delivery in connection with the closing of the registered offering of such Registrable Securities or shares of Common Stock, as applicable, unlegended certificates representing ownership of such Registrable Securities or shares of Common Stock, as applicable, in such denominations as shall be requested by the Selling Securityholders or the underwriters (if any) for such Registrable Securities or shares of Common Stock, as applicable;

(ix) not later than the effective date of the applicable Registration Statement, (x) retain a transfer agent and registrar (if the Company does not already have one), (y) obtain a CUSIP number for all Registrable Securities or shares of Common Stock, as applicable, included in such Registration Statement and (z) provide the applicable transfer agent with printed certificates for the Registrable Securities or shares of Common Stock, as applicable, which are in a form eligible for deposit with The Depository Trust Company or other applicable clearing agency;

(x) in the case of an underwritten offering of such Registrable Securities or shares of Common Stock, as applicable, cause its senior executive officers to participate in such customary "road show" presentations as may be reasonably requested by the managing underwriter, and to otherwise facilitate, cooperate with, and participate in each proposed offering of Registrable Securities or shares of Common Stock, as applicable, pursuant to this Article VI and customary selling efforts related thereto; and

(xi) otherwise use its reasonable best efforts to comply with all applicable securities laws, including the Securities Act, the Exchange Act, and state securities and "blue sky" laws.

(b) In the event that the Company delivers a prospectus covering Registrable Securities or shares of Common Stock, as applicable, to the Selling Securityholders and such prospectus is subsequently amended to comply with the requirements of the Securities Act, the Company shall promptly notify each Selling Securityholder and may, in its discretion, request that the Selling Securityholders cease making offers of Registrable Securities or shares of Common Stock, as applicable, and return to the Company all prospectuses in their possession. In the event that the Company makes such a request each Selling Securityholder shall immediately cease making such offers and shall promptly return all such prospectuses. The Company shall promptly provide the Selling Securityholders with revised prospectuses and each Selling Securityholder shall be free, following its receipt of such revised prospectuses, to resume making offers of the Registrable Securities or shares of Common Stock, as applicable.

(c) In the event that the Company determines, in its reasonable discretion, that it is advisable to suspend use of a prospectus included in a Registration Statement due to pending material developments or other events that have not yet been publicly disclosed and as to which the Company believes public disclosure would be materially detrimental to the Company, the Company shall direct the Selling Securityholders to discontinue sales of Registrable Securities or shares of Common Stock, as applicable, pursuant to such prospectus, and each Selling Securityholder shall immediately so discontinue, until such Selling Securityholder has received copies of a supplemented or amended prospectus or until such Selling Securityholder is advised in writing by the Company that the then-current prospectus may be used and has received copies of

any additional or supplemental filings that are incorporated or deemed incorporated by reference in such prospectus. The Company shall promptly furnish to each Selling Securityholder copies of any such supplemented or amended prospectuses or additional or supplemental filings, as the case may be. Notwithstanding anything to the contrary in this Agreement, the Company shall not exercise its rights under this Section 6.5(c) to suspend sales of Registrable Securities or shares of Common Stock, as applicable, for a period when taken together with all delay periods under Section 6.1(e) in excess of sixty (60) days during any period of three hundred sixty-five (365) consecutive days.

Section 6.6 Underwriting; Due Diligence. In the event of an underwritten offering of Registrable Securities pursuant to a registration requested under this Article VI, the Company shall, if requested by the underwriters for such offering, enter into an underwriting agreement with such underwriters (an "**Underwriting Agreement**"). Any such Underwriting Agreement shall contain such representations, warranties and covenants by the Company and such other terms and provisions as are customarily contained in underwriting agreements with respect to secondary distributions, and shall include indemnification and contribution provisions substantially to the effect and extent of those set forth in Section 6.7, and agreements as to the provision of opinions of counsel and accountants' letters substantially to the effect and extent of those set forth in Section 6.5(a)(vi). The Selling Securityholders on whose behalf such Registrable Securities are to be distributed by the underwriters shall enter into such Underwriting Agreement, which shall also contain such representations, warranties and indemnities by the Selling Securityholders as are customarily provided by selling Securityholders in underwriting agreements with respect to secondary distributions. With respect to any Underwriting Agreement: (i) all of the conditions precedent to the obligations of the underwriters thereunder shall be conditions precedent to the obligations of the Selling Securityholders and (ii) no Selling Securityholder shall be required to make any representations or warranties to, or agreements with, the Company or the underwriters, other than customary representations, warranties or agreements generally made by selling Securityholders in similar offerings.

Section 6.7 Indemnification and Contribution.

(a) *The Company's Indemnification Obligations.* To the fullest extent permitted by law, the Company agrees to indemnify and hold harmless each Selling Securityholder, its Affiliates, and their respective directors, officers, members, managers, partners, employees, Securityholders, agents, advisors, investment managers and any Person who "controls" such Selling Securityholder (within the meaning of Section 15 of the Securities Act), from and against any and all losses, claims, damages and liabilities, including any legal or other costs, fees and expenses reasonably incurred in connection with defending or investigating any such action or claim (collectively, "**Losses**") insofar as such Losses are caused by (i) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or amendment thereto, any free writing prospectus, any preliminary prospectus or prospectus (as amended or supplemented) relating to the Registrable Securities, (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation by the Company of any federal, state or common law rule or regulation applicable to the Company and relating to action required of or inaction by the Company in connection with such registration, except insofar as such Losses (x) relate to a transaction or

sale made by a Selling Securityholder in violation of Section 6.5(c) or (y) are caused by any such untrue statement or omission or alleged untrue statement or omission that is based upon and in conformity with information relating to a Selling Securityholder which is furnished to the Company in writing by such Selling Securityholder expressly for use therein; provided that clause (y) shall not apply to the extent that the Selling Securityholder has furnished in writing to the Company prior to the filing of such Registration Statement, free writing prospectus, preliminary prospectus, prospectus, amendment or supplement information expressly for use in such document which information corrected or made not misleading the information previously furnished to the Company by such Selling Securityholder, and the Company failed to include such information therein.

(b) *The Selling Securityholders' Indemnification Obligations.* To the fullest extent permitted by law, each Selling Securityholder agrees to indemnify and hold harmless the Company, all Affiliates of the Company, each of their respective directors, officers, members, managers, partners, employees, Securityholders, agents and advisors and each Person, if any, who "controls" (within the meaning of Section 15 of the Securities Act) the Company, from and against any and all Losses insofar as such Losses are caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or amendment thereto, any free writing prospectus, preliminary prospectus or prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) relating to the Registrable Securities, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, but only with reference to information relating to such Selling Securityholder furnished in writing by or on behalf of such Selling Securityholder expressly for use in such Registration Statement, free writing prospectus, preliminary prospectus, prospectus, amendments or supplement; *provided* that such Selling Securityholder shall not be liable in any such case to the extent that it has furnished in writing to the Company prior to the filing of any such Registration Statement, free writing prospectus, preliminary prospectus, prospectus, amendment or supplement information expressly for use in such document which information corrected or made not misleading the information previously furnished to the Company by such Selling Securityholder, and the Company failed to include such information therein. Notwithstanding anything to the contrary in this Section 6.7, each Selling Securityholder's indemnification obligations under this paragraph are several, and not joint and several, and shall not exceed, with respect to any given registration of Registrable Securities pursuant to this Article VI, the amount of net proceeds received by such Selling Securityholder in connection with the offering of its Registrable Securities under such registration.

(c) Each party that is entitled to indemnification underparagraph (a) or (b) of this Section 6.7 shall, promptly after receipt of notice of a claim or action against such indemnified party in respect of which indemnity may be sought hereunder, notify the indemnifying party in writing of the claim or action and the indemnifying party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such indemnified party, and shall assume the payment of all fees and expenses; provided that the failure of any indemnified party to so notify the indemnifying party shall not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is materially prejudiced by such failure to notify. In any such action, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the sole expense of such indemnified party

unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) in the reasonable judgment of such indemnified party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, in which case the fees and expenses of such counsel shall be at the sole expense of the indemnifying party; *provided* that in the event that the Company, as indemnifying party, is required to pay expenses of separate legal counsel for any one or more Selling Securityholders as indemnified party, the Company shall only be required to pay expenses for a single counsel, which shall be designated in writing to the Company by the Selling Securityholder with the largest number of Registrable Securities included in such registration. All such fees and expenses shall be reimbursed as they are incurred. The indemnifying party shall not be liable for any settlement of any claim or action effected without its written consent, which consent shall not be unreasonably withheld or delayed, but if settled with such consent, or if there be a final judgment for the plaintiff, the indemnifying party shall indemnify and hold harmless such indemnified parties from and against any loss or liability (to the extent stated above) by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened claim or action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability arising out of such proceeding and imposes no obligations on such indemnified party other than the payment of monetary damages (which damages will be paid by the indemnifying party hereunder).

(d) If the indemnification provided for in this Section 6.7 shall for any reason be unavailable (other than in accordance with its terms) to an indemnified party in respect of any Loss referred to therein, then the indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. Notwithstanding anything to the contrary in this paragraph, no indemnifying party (other than the Company) shall be required to contribute any amount in excess of the amount by which the net proceeds received by such indemnifying party from the sale of Registrable Securities in the offering to which the Loss relates exceeds the amount of any damages which such indemnifying party has otherwise been required to pay by reason of such untrue statement or omission. The parties to this Agreement agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in Section 6.7(c). No Person who is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) that results in a Loss shall be entitled to contribution with respect to such Loss from any Person who is not guilty of such fraudulent misrepresentation.

(e) Indemnification and contribution similar to that specified in the preceding paragraphs of this Section 6.7 (with appropriate modifications) shall be given by the Company, the Selling Securityholders and the underwriters with respect to any required registration or other qualification of Registrable Securities under any state law or regulation or governmental authority.

(f) The obligations of the parties under this Section 6.7 shall be in addition to any liability which any party may otherwise have to any other party. If indemnification is available under this Section 6.7, the indemnifying parties shall indemnify each indemnified party to the fullest extent permitted by Applicable Law and as provided in paragraphs (a) and (b) hereof without regard to the relative fault of said indemnifying parties or indemnified party.

(g) The rights and obligations of the Company and the Selling Securityholders under this Section 6.7 shall survive the termination of this Agreement.

Section 6.8 Rule 144 Information. The Company hereby covenants and agrees that as soon as practicable after the IPO, it shall (a) file such periodic reports as it is required to file under the Exchange Act or if the Company is not required to file such reports, it shall, upon the reasonable request of any Securityholder, use commercially reasonable efforts to make publicly available such information as is necessary to permit such Securityholder to sell Registrable Securities pursuant to Rule 144 under the Securities Act and (b) use commercially reasonable efforts to take such further action as any Securityholder may reasonably request, to the extent such action is necessary to permit such Securityholder to sell Registrable Securities pursuant to Rule 144 under the Securities Act.

Section 6.9 Transfer of Registration Rights. A Securityholder may Transfer all or any portion of its registration rights under this Article VI with respect to any of its Registrable Securities in connection with any Transfer of such Registrable Securities that fully complies with the terms and conditions of this Agreement; provided that any such recipient will be subject to the limitations with respect to such registration rights that are set forth in this Agreement, including with respect to the threshold ownership levels required to have certain rights. Any other purported direct or indirect Transfer of such registration rights by any Securityholders shall be null and void and of no force or effect.

Section 6.10 Grant of Additional Registration Rights. Except for the registration rights granted pursuant to this Article VI, the Company shall not grant any registration rights with respect to shares of Common Stock to any other Person without the prior written consent of Securityholders holding a majority of the Fully Diluted Securities at such time unless such registration rights so granted do not materially affect the rights of the Securityholders under this Agreement with respect to their priority following the IPO.

Section 6.11 Termination. All of the Company's obligations to register Registrable Securities under Sections 6.1 and 6.2 shall terminate on the date on which the Securityholder cease to beneficially own any Registrable Securities.

## ARTICLE VII
## CORPORATE OPPORTUNITIES

Section 7.1 Corporate Opportunities. Notwithstanding any duty otherwise existing at law or in equity, to the fullest extent permitted by Applicable Law, the Company and the Securityholders agree that:

(a) Any of the Securityholders who are not employed by the Company or any of its Subsidiaries, each Director who is employed by an Appointing Person or any of its Affiliates, any of the foregoing Persons' respective Affiliates, and any one or more of the respective managers, directors, principals, officers, employees and other representatives of such Persons or their respective Affiliates (the foregoing Persons being referred to, collectively, as "**Identified Persons**") may now engage, may continue to engage, or may, in the future, engage in the same or similar activities or lines of business as those in which the Company or any of its Affiliates, directly or indirectly, now engage or may engage or other business activities that overlap with, are complementary to, or compete with those in which the Company or any of its Affiliates, directly or indirectly, now engage or may engage (any such activity or line of business, an "**Opportunity**"). No Identified Person shall, as a result of its capacity as such, have any duty to refrain, directly or indirectly, from (i) engaging in any Opportunity or (ii) otherwise competing with the Company or any of its Affiliates. No Identified Person shall, as a result of its capacity as such, have any duty or obligation to refer or offer to the Company or any of its Affiliates any Opportunity except for any Identified Person who is a Director, who shall have the duty to refer or offer to the Company any Opportunity that is expressly first presented in writing to such Director in his or her capacity as a Director or if knowledge of such Opportunity is first acquired by such Director solely as a result of such Director's position as a Director, and the Company hereby renounces any interest or expectancy of the Company in, or in being offered, an opportunity to participate in any other Opportunity which may be a corporate (or analogous) or business opportunity for the Company or any of its Affiliates.

(b) In the event that any Identified Person acquires knowledge of a potential transaction or other corporate (or analogous) or business opportunity which may be an Opportunity for the Company or any of its Affiliates, such Identified Person shall have no duty to communicate or offer such Opportunity to the Company or any of its Affiliates and shall not be liable to the Company or the Securityholders for breach of any purported fiduciary duty by reason of the fact that such Identified Person pursues or acquires such Opportunity for itself (or any of its Affiliates), or offers or directs such Opportunity to another Person (including any Affiliate of such Identified Person); provided that each Identified Person who is a Director shall have the duty to communicate or offer to the Company any Opportunity that is expressly first presented in writing to such Director in his or her capacity as a Director or if knowledge of such Opportunity is first acquired by such Director solely as a result of such Director's position as a Director, and the Company does not waive any claims in respect of breaches of fiduciary duty arising therefrom. For the avoidance of doubt, none of the waivers of the corporate opportunities doctrine or related duties set forth in this Section 7.1 shall apply to any Officer, employee or consultant of the Company or any of its Subsidiaries.

(c) Except as provided herein with respect to any Securityholder that becomes a Disqualified Person (and without limiting such provisions of this Agreement), the Identified Persons may now own, may continue to own, and from time to time may acquire and own, investments in one or more Persons (such Persons, collectively, "**Related Companies**") that are direct competitors of, or that otherwise may have interests that do or could conflict with those of, the Company , any Securityholders or any of their respective Affiliates (including Disqualified Persons), and (i) the enjoyment, exercise and enforcement of the rights, interests, privileges, powers and benefits granted or available to the Identified Persons under this Agreement, the Certificate or the Bylaws shall not be in any manner reduced, diminished, affected or impaired, and the obligations of the Identified Persons under this Agreement, the Certificate or the Bylaws shall not be in any manner augmented or increased, by reason of any act, circumstance, occurrence or event arising from or in any respect relating to (A) the ownership by an Identified Person of any interest in any Related Company, (B) the affiliation of any Related Company with an Identified Person or (C) any action taken or omitted by an Identified Person in respect of any Related Company, (ii) no Identified Person shall, by reason of such ownership, affiliation or action, become subject to any fiduciary duty to the Company , any of the Securityholders or any of their respective Affiliates, (iii) none of the duties imposed on an Identified Person, whether by contract or law, do or shall limit or impair the right of any Identified Person lawfully to compete with the Company , any of its Securityholders or any of their respective Affiliates and (iv) except as set forth in Section 7.1(a) and Section 7.1(b), the Identified Persons are not and shall not be obligated to disclose to (A) the Company or any of its Subsidiaries or (B) any of the Securityholders or any of their respective Affiliates any information related to their respective businesses or opportunities, including acquisition opportunities, and shall not be obligated to refrain from or in any respect to be restricted in competing against the Company , any of the Securityholders or any of their respective Affiliates in any such business or as to any such opportunities.

(d) In addition to and notwithstanding the foregoing provisions of this Article VII, a corporate (or analogous) or business opportunity shall not be deemed to be an Opportunity for the Company or any of its Affiliates if it is an opportunity (i) that the Company is not legally able or contractually permitted to undertake or (ii) which the Board has affirmatively elected to refrain from continued evaluation or pursuing.

Any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Company shall be deemed to have notice of and to have consented to the provisions of this Article VII.

## ARTICLE VIII
## MISCELLANEOUS

Section 8.1 Notices. All notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be deemed to have been effectively given (a) when delivered by hand, facsimile or electronic transmission to the party to be notified, (b) one (1) Business Day after deposit with a national overnight delivery service with next-business-day delivery guaranteed, (c) three (3) Business Days after deposit in the United States mail postage prepaid by certified or registered mail return receipt requested, in each case addressed to the party to be notified at the addresses set forth below such party's respective signature to this Agreement, or (d) when posted to the virtual data room described in Section 3.1(b)(i), so long as the Company

has taken such action as is necessary on its part to push email notifications to the Securityholders of uploads to such data room (or, if the Company is not able to push such notifications to the Securityholders, then all action necessary on its part to permit the Securityholders to opt into notifications of such uploads); provided, however, this clause (d) shall not apply to notices, requests, waivers and other communications to any Appointing Person other than pursuant to Information Rights. Any party to this Agreement may change its address for purposes of notice hereunder by giving ten (10) days' written notice of such change to the Company, in the manner provided in this Section 8.1. Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders.

Any notices, requests, waivers and other communications required or permitted hereunder shall be addressed as follows (or at such other address as may be substituted by notice given as herein provided):

If to the Company:

Hornbeck Offshore Services, Inc.
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
Email: james.harp@hornbeckoffshore.com

with a copy to:

Hornbeck Offshore Services, Inc.
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer
Email: Samuel.giberga@hornbeckoffshore.com

If to any Securityholder, at its address, if any, provided in a written notice to the Company from such Securityholder.

Section 8.2 Survival; Termination. This Agreement, and the Company's and the Securityholders' respective rights and obligations hereunder shall remain in effect until terminated (a) by agreement of the Company and Securityholders representing at least ninety percent (90%) of the Fully Diluted Securities at such time or (b) upon the consummation of a Qualified IPO; provided that (i) the provisions of this Agreement shall survive any such termination to the extent necessary for any Person to enforce any right of such Person that accrued hereunder prior to or on account of such termination, (ii) each of the provisions of Article VI shall survive the termination of this Agreement upon the consummation of a Qualified IPO, (iii) the right to appoint or nominate directors to the Board pursuant to Section 2.1 shall survive the termination upon the consummation of a Qualified IPO as may be modified to the extent necessary to meet applicable listing requirements of any securities exchange or quotation system on which the Company's Common Stock is expected to be listed or quoted. This Agreement shall terminate automatically with respect

to any Securityholder when such Securityholder ceases to beneficially own any Company Securities; provided that (A) the provisions of this Agreement shall survive any such termination to the extent necessary for any Person to enforce any right of such Person that accrued hereunder prior to or on account of such termination, and (B) Section 3.1(c) and this Article VIII shall survive any such termination and shall terminate as set forth therein.

Section 8.3 Governing Law. This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Section 8.4 Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby must be brought in Delaware Chancery Court; *provided* that if such court does not have jurisdiction then such action, suit or proceeding must be brought in the United States District Court for the District of Delaware. Each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Section 8.5 Waiver of Jury Trial. Each of the parties to this Agreement hereby agrees to waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this Agreement, including contract claims, tort claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into this Agreement, that each has already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 8.5 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 8.6 Successors and Assigns. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto pursuant to any Transfer of Company Securities or otherwise, except that each Securityholder may assign all or a portion of its rights hereunder to any Transferee in connection with a Transfer of Company Securities by such Securityholder to such Transferee in compliance with the terms of this Agreement. Subject to the rights and restrictions on Transfers set forth in this Agreement, this Agreement shall be binding upon the Company, each Securityholder, and their respective successors and permitted assigns.

Section 8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

Section 8.8 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction (including any provision hereof that would violate the Jones Act) is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable. Upon a determination that any provision of this Agreement is prohibited, unenforceable or not authorized (including any determination that any provision hereof that would violate the Jones Act), the parties hereto agree to negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible, in a mutually acceptable manner, in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 8.9 Specific Performance. Each party hereto agrees that irreparable harm would occur to the other parties hereto, for which monetary damages would not be an adequate remedy, in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, including if any party hereto fails to take any action required of them hereunder, or threatened to be breached. It is accordingly agreed that, in addition to any and all other rights and remedies that may be available to them at law or equity, the parties hereto shall be entitled to an injunction or injunctions, without proof of damages, to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. Each party hereto agrees that it will not oppose the granting of an injunction or a temporary restraining order, specific performance or other equitable relief from a court of competent jurisdiction (without any requirement to post bond) on the basis that (i) the other party has an adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or in equity. Each of the parties hereto hereby waives (i) any defenses in any action for specific performance, including the defense that a remedy at law would be adequate and (ii) any requirement under any law to post a bond or other security as a prerequisite to obtaining equitable relief.

Section 8.10 No Waivers; Amendments; Termination.

(a) No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the Company or any Securityholder at law or in equity or otherwise.

(b) Subject to Section 2.2(a), and without limiting the rights of any Securityholders under the other Organizational Documents, this Agreement and the other Organizational Documents may only be amended, waived or otherwise modified (including restated or supplemented) (whether by merger, consolidation or otherwise) or terminated by an instrument in writing executed by the Securityholder(s) beneficially owning at least 75% of the Fully Diluted Securities, which must include each Appointing Person; *provided*, that no provision of this Agreement or the other Organizational Documents shall be amended, waived or otherwise modified (including restated or supplemented) (whether by merger, consolidation or otherwise) or terminated (i) (A) in a manner that is disproportionately and materially adverse to any Securityholder (as compared to other Securityholders holding the same class of Company Securities), (B) in a manner that would materially and adversely affect the rights of any Securityholder provided in Article III, Sections 4.6, 4.7, or Article V, or (C) in a manner that would materially increase the transfer restrictions applicable to any Securityholder, in each case without the prior written consent of such Securityholder so affected or (ii) in a manner that would reduce the threshold for termination set forth in Section 8.2 without the prior written consent of the Securityholders beneficially owning at least ninety percent (90%) of the Fully Diluted Securities at such time. Notwithstanding the foregoing, Exhibit B-4 may be amended by resolution of the Board, and Schedule I may be amended by resolution of the Board with the requisite consent of the Appointing Persons. The Company shall give prompt written notice to the Securityholders of any amendments, waivers or modifications of the provisions of this Agreement.

Section 8.11 Non-Recourse. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as parties in the preamble to this Agreement ("**Contracting Parties**"). No Person who is not a Contracting Party, including any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("**Non-Party Affiliates**"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Non-Party Affiliates.

Section 8.12 Action by Appointing Persons.

(a) Any action to be taken or consent or approval to be given by an Appointing Person pursuant to this Agreement shall be deemed taken, consented to or approved upon the affirmative consent or approval by Securityholders comprising such Appointing Person that beneficially owns a majority of the Fully Diluted Securities beneficially owned by such Appointing Person.

(b) Any Appointing Person may exercise the rights, and grant any approval or consent, under this Agreement of the other Securityholders comprising such Appointing Person.

Section 8.13 Further Assurances. Each party shall cooperate and shall take such further action and shall execute and deliver such further documents, certificates, instruments, conveyances, and assurances and to take such further actions as may be reasonably requested by any other party hereto in order to carry out the provisions and purposes of this Agreement.

Section 8.14 Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the parties hereto with respect to such matters. In the event of any inconsistency or conflict between this Agreement and any other Organizational Document, the Securityholders and the Company shall, to the extent permitted by Applicable Law, amend such other Organizational Document to comply with the terms of this Agreement.

Section 8.15 Independent Agreement by the Securityholders. The obligations of each Securityholder hereunder are several and not joint with the obligations of any other Securityholder, and no provision of this Agreement is intended to confer any obligations on any Securityholder vis-à-vis any other Securityholder. Nothing contained herein, and no action taken by any Securityholder pursuant hereto, shall be deemed to constitute the Securityholders as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Securityholders are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

Section 8.16 No Third-Party Beneficiaries. Except for Section 7.1 and Section 8.10, this Agreement is for the sole benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.17 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the date first written above.

**COMPANY:**

Hornbeck Offshore Services, Inc.

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

**SECURITYHOLDERS:**

TODD M. HORNBECK

By: /s/ Todd M. Hornbeck
Name: Todd M. Hornbeck

ASSF IV HOS AIV 1, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASSF IV HOS AIV 2, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASSF IV AIV B Holdings III, L.P.

By: ASSF Operating Manager IV, L.P., its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASSF IV AIV B, L.P.

By: ASSF Management IV, L.P., its general partner

By: ASSF Management IV GP LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASOF HOS AIV 1, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASOF HOS AIV 2, L.P.

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

ASOF HOLDINGS I, L.P.

By: ASOF Investment Management LLC, its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

SA Real Assets 19 Limited

By: Ares Management LLC, its investment manager

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

Ares Credit Strategies Insurance Dedicated Fund Series Interests of the SALI Multi-Series Fund, L.P.

By: Ares Management LLC, its investment subadvisor

By: Ares Capital Management LLC, as subadvisor

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

ATHILON CAPITAL CORP. LLC

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Representative

MERCED PARTNERS LIMITED PARTNERSHIP

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Representative

MERCED PARTNERS V, L.P.

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Representative

MORGAN STANLEY AND CO, LLC, solely on behalf of its New York distressed trading desk, and not on behalf of any of its other trading desks, business units, divisions or affiliates

By: /s/ Brian McGowan
Name: Brian McGowan
Title: Authorized Signatory

Altana Distressed Opportunities Fund SLP

By: /s/ Lee Robinson
Name: Lee Robinson
Title: Director of Altana Wealth Sarl, GP of Altana Distressed Opportunities Fund SLP

**1992 MASTER FUND CO-INVEST SPC – SERIES 1 SEGREGATED PORTFOLIO**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, LP**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV, LP**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**WHITEBOX ADVISORS LLC**

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX ASYMMETRIC PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX CAJA BLANCA FUND, LP**

By: Whitebox Caja Blanca GP LP its general partner

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX CREDIT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX RELATIVE VALUE PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX GT FUND, LP**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX MULTI-STRATEGY PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**PANDORA SELECT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WOLVERINE FLAGSHIP FUND TRADING LIMITED**

By: Wolverine Asset Management LLC its investment manager

By: /s/ Kenneth L. Nadel
Name: Kenneth L. Nadel
Title: Authorized Signatory

**Schedule I**

**Competitors**

1. Edison Chouest Offshore, LLC
2. Offshore Service Vessels, L.L.C.
3. Harvey Gulf International Marine, LLC
4. SEACOR, Inc.
5. SEACOR Marine Holdings Inc.
6. Otto Candies, L.L.C.
7. Tidewater, Inc.
8. Crowley Maritime Corporation
9. Tote, Inc.
10. GulfMark Offshore Inc.
11. Jackson Offshore Operators L.L.C.
12. A.P. Møller—Mærsk A/S
13. Oceaneering International, Inc.
14. DOF ASA
15. Mantenimiento Express Maritimo S.A.P.I. de C.V.
16. Helix Energy Solutions Group, Inc.
17. Bordelon Marine Inc.
18. Bollinger Shipyards, L.L.C.
19. Adriatic Marine, L.L.C.
20. Guice Offshore, LLC
21. Laborde Marine LLC
22. Odyssea Marine Inc.
23. Sea Mar Offshore LLC
24. C&G Boats, Inc.
25. Candy Fleet, LLC
26. Foss Maritime Company, LLC
27. Saltchuk Resources, Inc.
28. Sause Bros. Inc.
29. Funds, accounts and other entities owned or managed by Black Diamond Capital Management or any of its Affiliates

**Exhibit A**

**FORM OF JOINDER AGREEMENT**

This Joinder Agreement (this "Joinder Agreement") is made as of **[**_____ ___, 20__**]** by the undersigned (the "Transferee") in accordance with the Securityholders Agreement of Hornbeck Offshore Services, Inc. (the "Company") dated as of September 4, 2020 (as the same may be amended from time to time in accordance with its terms, the "Securityholders Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Securityholders Agreement.

The Transferee hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, it shall become a party to the Securityholders Agreement and shall be fully bound by and subject to, all of the covenants, terms and conditions of the Securityholders Agreement as though an original party thereto and shall be deemed and is hereby admitted as, a Securityholder for all purposes thereof and entitled to all the rights incidental thereto, as of the date first written above.

The Transferee hereby represents and warrants that (i) the Transferee has all requisite power and authority to execute this Joinder Agreement and to perform its obligations under the Securityholders Agreement and (ii) the execution and delivery of this Joinder Agreement and the performance of Transferee's obligations under the Securityholders Agreement will not conflict with or constitute a default under any material contract to which the Transferee is a party, constitute a default under the Transferee's governing documents or conflict with or constitute a violation of any Applicable Law.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date first written above and hereby authorizes this signature page to be attached to a counterpart of the Securityholders Agreement.

**[**TRANSFEREE**]**

By: _____

Name:
Title:

**Exhibit B-1**

Each of the following will constitute "**Major Actions**", which may be approved by the Board individually, through consent to delegate authority in the Officer Delegation of Authority, or otherwise:

(a) **Financial Matters**

(1) Annual Budget. Establishment, approval, adoption or modification of the Budget and business plan for any fiscal year (as adopted, the "**Approved Budget**");

(2) Exceeding the Budget. Making, or committing to make, any expenditures (other than contractually reimbursable expenditures that would not reasonably be expected to result in available cash falling below certain minimum thresholds approved by the Board in the Company's cash management plan, or otherwise) (i) not provided for in the Approved Budget then in effect in excess of $10,000,000 in the aggregate during any corresponding fiscal year, or (ii) covered by the then effective Approved Budget that, in any individual budgeted event or item, exceeds, (A) with respect to any operating expenditure, the lesser of (x) 5% of the budgeted expense line item amount approved or (y) $10,000,000 in the aggregate, and (B) with respect to any capital expenditure, $10,000,000, in each case, during any corresponding fiscal year;

(3) Issuances. Issuance of (i) any Company Securities or (ii) any Subsidiary Securities, in each case in thisclause (ii) other than any issuance by a Subsidiary to the Company or any other Subsidiary of the Company;

(4) Redemptions. Redeem, repurchase, retire, combine, split or reclassify any Company Securities or Subsidiary Securities or redeem or repurchase any indebtedness of the Company or any of its Subsidiaries not required by the terms of such indebtedness;

(5) Dividends and Distributions. Authorization or payment of any dividend or distribution (other than dividends or distributions from any wholly owned subsidiary of the Company to the Company or any other wholly owned subsidiary thereof);

(6) Indebtedness. Any guarantee, assumption or incurrence of, or grant of any security interests to secure, indebtedness of the Company or any Subsidiary in excess of $10,000,000 in the aggregate, other than (i) unsecured trade indebtedness incurred in the ordinary course of business and in amounts consistent with the Approved Budget then in effect, (ii) such other indebtedness that is authorized pursuant to the Approved Budget then in effect, and (iii) the indebtedness already existing on the date of this Agreement;

(7) Encumbrances. Creation of any mortgage or charge or permitting the creation of or suffering to exist any mortgage or fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance over the whole or any part of the undertaking, property or assets of the Company or any Subsidiary other than any mortgage, charge, lien or other encumbrance securing obligations not in excess of $10,000,000 in the aggregate, other than (x) trade credit obligations incurred in the ordinary course of business and in amounts consistent with the Approved Budget then in effect and (y) such other obligations that are authorized pursuant to the Approved Budget then in effect; and

(8) Loans and Investments. Making investments in or loaning any funds or money, extending credit, or otherwise providing financial accommodations to any entity or person other than a subsidiary in excess of $10,000,000 in the aggregate outside the ordinary course of business.

(b) **Exit and Acquisitions**

(1) Entity Organization. Amendment to or waiver of any of the provisions of the Organizational Documents, entering into or approving any merger, consolidation, amalgamation, recapitalization or other form of business combination or Change of Control involving the Company or any of its Subsidiaries (whether by sale of Equity Securities, assets or otherwise) or effecting any change in corporate structure that would result in the Company not being taxable as a corporation;

(2) Liquidation, Dissolution, or Bankruptcy. Commencement of any liquidation, dissolution or voluntary bankruptcy, administration, insolvency proceeding, recapitalization or reorganization of the Company or any of its Subsidiaries in any form of transaction, any arrangement with creditors, or the consent to entry of an order for relief in an involuntary case, or the conversion of an involuntary case to a voluntary case, or the consent to any plan of reorganization in any involuntary or voluntary case, or the consent to the appointment or taking possession by a receiver, trustee or other custodian for all or any portion of its property, or otherwise seek the protection of any applicable bankruptcy or insolvency law;

(3) Establishment of Subsidiaries. To the extent not otherwise expressly approved as part of an approved annual business plan, theestablishment of any Subsidiaries and the terms, provisions and conditions of its governing agreements and any amendments or modifications thereof and the designation of any persons to serve on its board of directors or other governing body;

(4) Transfers of Assets. Any Transfer of assets of the Company or any of its Subsidiaries (including equity interests in any entity and any intellectual property of the Company or any of its Subsidiaries) in any transaction or series of related transactions, except for Transfers of immaterial assets in a single transaction or series of related transactions with an aggregate fair market value of less than $10,000,000;

(5) Acquisitions. To the extent not otherwise expressly approved as part of an Approved Budget and business plan for the applicable fiscal year, the making of, or committing to make, any capital expenditure or purchase, lease (including the assumption of any existing lease) or other acquisition of assets (including Equity Securities of any entity) by the Company or any of its Subsidiaries for consideration (including assumed indebtedness) in excess of $10,000,000; and

(6) Catch-All. Entering into any corporate transaction, including any joint venture, investment, recapitalization, reorganization or contract with any other Person or acquisition of any securities or assets of another entity or person, whether in a single transaction or series of related transactions, in excess of $10,000,000.

(c) **Board and Employee Matters**

(1) Hiring and Compensation. With respect to any Officer of the Company or any of its Subsidiaries: (i) appointment, retention or removal of, or entering into any employment agreement or other compensation arrangement with, such person or (ii) the amendment or other modification of any employment agreement or other compensation arrangement entered into with such person, except where such agreement, arrangement, amendment or modification would not result in the payment of compensation to such person in excess of $100,000;

(2) Incentive Plans. (i) Establishment, adoption, entry into, amendment or modification to or termination of any equity incentive plan or bonus incentive plan, and (ii) granting any awards, canceling any awards or re-allocating any awards under an equity incentive plan or a bonus incentive plan, or the payment of cash bonuses to any manager, Officer, Director or employee;

(3) Severance Payments. Granting any severance or termination payment to any present or former manager, officer, director or employee of the Company or any of its Subsidiaries other than pursuant to a management incentive plan expressly permitted by this Agreement;

(4) Benefit Plans. Establishment, adoption, entering into, amendment or modification to or termination of any employee benefit plan; and

(5) Delegation of Authority. Establishment, adoption, entering into, amendment or modification to or termination of the Officer Delegation of Authority.

(d) **Other Non-Ordinary Course Transactions**

(1) Transactions with Securityholders. Other than transactions expressly permitted by this Agreement, entering into any agreement or other transaction between the Company or any Subsidiary, on the one hand, and any Securityholders, executive officers, or directors or Affiliates of any of the foregoing or any family members thereof, on the other (including, without limitation, any purchase, sale, lease or exchange of any property, or rendering of any service or modification, waiver or amendment of or failure to enforce any existing agreement or arrangement (including, for the avoidance of doubt, the Warrant Agreements), or any loans or advances to or guarantees for the benefit of any Securityholder, officers or directors of the Company or any Subsidiary, other than in the ordinary course of business as part of travel advances, relocation advances or salary);

(2) Change in Name; Restriction on Business. Making (i) any change to the name of the Company or any of its Subsidiaries, (ii) any material change in the business of the Company or (iii) any of its Subsidiaries or entering into any contract containing a material restriction on the business activities of the Company or any of its Subsidiaries;

(3) Material Contracts. Execution, termination or material amendment of any material contract of the Company or any of its Subsidiaries not entered into in the ordinary course of business and the consequences of which could reasonably be expected, in the event that the benefits hoped to be obtained thereunder are not realized, to have a material adverse impact on the profits and losses or net cash flows of the Company, other than any material contract that is authorized pursuant to an Approved Budget and which does not involve payments to or from the Company, individually or in the aggregate, in excess of $10,000,000;

(4) Litigation. Initiation of material litigation or similar proceedings or the compromise or settlement of any lawsuit or administrative matter (including with respect to the Gulf Island Shipyards, LLC litigation) where the amount that the Company or any of its Subsidiaries could be required to pay individually or in the aggregate pursuant to such compromise or settlement is in excess of $10,000,000, or that could have a material effect on the Company or any of its Subsidiaries;

(5) Government Communications. Making any filing, notice or other material communication with any governmental, regulatory or accreditation authority, or taking any action that would require the Company or any of its Subsidiaries to make any filing, notice or other material communication with any governmental, regulatory or accreditation authority; and

(6) Definition of "Competitor." Any change to Schedule I of this Agreement.

**Exhibit B-2**

Each of the following will constitute "**Majority Appointing Person Actions**":

(1) Issuances. Issuance of any Company Securities or Subsidiary Securities (x) at a common equity valuation of the Company and its Subsidiaries of less than $143,000,000 but greater than or equal to $114,400,000 (the "**Valuation Range**") if the aggregate value of such issuance, taken together with all other issuances of Company Securities or Subsidiary Securities at a common equity valuation of the Company and its Subsidiaries in the Valuation Range made after the Effective Date, would be in excess of $10,000,000 in the aggregate or (y) at a common equity valuation of the Company and its Subsidiaries of less than $114,400,000, in each case, without restricting or taking into account issuances (i) by reason of stock dividends, split, combinations or the like, (ii) to officers, employees or directors of, or consultants to, the Company or any of its Subsidiaries pursuant to any purchase plan or arrangement, option plan, or other incentive plan or agreement approved by the Board, or (iii) to any party that is not affiliated with the Company or any of its Affiliates or any Appointing Person or any of its Affiliates as purchase consideration in connection with acquisitions approved by the Board;

(2) Redemptions. Redeem, repurchase, retire, combine, split or reclassify any Company Securities or Subsidiary Securities;

(3) Organizational Documents. Amendment to or waiver of any of the provisions of the Organizational Documents of the Company other than in connection with (i) the issuance of Company Securities by the Company made in compliance with the terms of this Agreement, (ii) entering into or approving any IPO, merger, consolidation, amalgamation, recapitalization or other form of business combination or Change of Control involving the Company or any of its Subsidiaries (whether by sale of Equity Securities, assets or otherwise) otherwise made in compliance with the terms of this Agreement;

(4) Entity Organization. Converting the Company to another type of business entity;

(5) Change in Business. Making any material change in the business of the Company or any of its Subsidiaries;

(6) Transactions with Appointing Persons. Entering into any agreement or other transaction between the Company or any Subsidiary, on the one hand, and any Appointing Person, any Affiliate of an Appointing Person or any of their respective executive officers or directors, on the other (such Appointing Person, an "**Interested Appointing Person**") (including, without limitation, any purchase, sale, lease or exchange of any property, or rendering of any service or modification, waiver or amendment of or failure to enforce any existing agreement or arrangement (including, for the avoidance of doubt, the Warrant Agreements), or any loans or advances to or guarantees for the benefit of any Appointing Person, its Affiliates or their respective officers or directors, other than in the ordinary course of business as part of travel advances, relocation advances or salary to employees), but specifically excluding issuances of Company Securities and the issuance of debt securities and borrowing under loan agreements, in each case, in compliance

with the terms of this Agreement (including Section 5.1 hereof) (it being understood and agreed that any Appointing Person that is an Interested Appointing Person with respect to any matter contemplated by this item (6) shall be deemed not to be an Appointing Person for purposes of determining whether such matter has been approved under Section 2.2(a)(ii) of this Agreement); and

(7) Definition of "Competitor." Any change to Schedule I of this Agreement.

**Exhibit B-3**

Each of the following will constitute "Unanimous Appointing Person Actions":

(1) Dividends and Distributions. Authorization or payment of any dividend or distribution by the Company.

(2) Board Size. Increases to the size of the Board.

**Exhibit B-4**

The Board will delegate authority to the Chief Executive Officer to take or authorize taking any of the following actions without further consent or approval by the Board:

(1) Government Contracts.

(a) To enter into, extend, continue, and amend contracts with the United States of America or any agency or division thereof, or with any branch of the military of the United States of America, or any agency or division thereof if either (i) such contract may not be shared with persons without certain levels of government security clearance or (ii) involves payments to or from the Company in any 12-month period, individually or in the aggregate, of $10,000,000 or less (the "**Government Contracts**");

(b) To seek and maintain personnel and facility security clearances necessary for the performance of Government Contracts;

(c) To make expenditures necessary and appropriate for the performance of Government Contracts as (i) provided in the Approved Budget, (ii) which are permitted without prior Board approval under paragraph (a)(ii) or (iii) which will be reimbursed within one hundred eighty (180) days of such expenditure, excluding expenditures that would reasonably be expected to result in available cash falling below certain minimum thresholds approved by the Board in the Company's cash management plan, or otherwise;

(d) To maintain the confidentiality or secrecy required to perform such contracts including restricting who sensitive information can be shared with (including, but not limited to, the Board, Observers and/or Appointing Persons); provided that such Government Contract does not result in a material change to the business of the Company or its Subsidiaries, as applicable; and

(2) Jones Act. Take action by way of advocacy, lobbying, litigation or otherwise necessary in support of the Jones Act provided such financial support shall not exceed $250,000 annually without prior approval of the Board.

**Exhibit C**

**FORM OF CONFIDENTIALITY AGREEMENT**

**EXHIBIT C**
**FORM OF**

**CONFIDENTIALITY AGREEMENT**

This confidentiality agreement (this "Agreement"), dated as of [•], is entered into by and between Hornbeck Offshore Services, Inc. (the "Company"), [•] ("Transferor"), and the undersigned transferee ("Transferee") in connection with Transferee's request of information concerning the Company pursuant to discussions between Transferor and Transferee regarding a potential transfer of Company Securities (as defined in the Securityholders Agreement of the Company, dated as of [•], 2020 (as amended, modified and supplemented from time to time, the "**Securityholders Agreement**")) from Transferor to Transferee.

As a condition to the furnishing of information to Transferee, Transferee agrees, on behalf of itself and its Representatives (as defined below), for the benefit of the Company and Transferor, that it will keep strictly confidential and will not, and will cause its Representatives not to, without the Company's prior written consent, disclose, divulge or use for any purpose other than to evaluate an investment in the Company, any and all information, whether written or oral, relating to the Company and its direct and indirect subsidiaries and affiliates furnished by or on behalf of Transferor or the Company to Transferee or its Representatives, whether prior to or after Transferee's acceptance of this letter and irrespective of the form of communication (such information, including any notes, memoranda, summaries, analyses, compilations, studies and other writings or documents relating thereto or based thereon prepared by Transferee, its Representatives or others being referred to herein as the "Confidential Information"), unless such Confidential Information is known or becomes known to the public in general (other than as a result of a disclosure by Transferee or its Representatives in breach of this Agreement) or is or becomes available on a non-confidential basis from a source other than Transferor or its Representatives (provided, to the Transferee's knowledge, such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality or secrecy to, the Transferor or the Company); provided, however, that Transferee may disclose (on a confidential basis) Confidential Information (a) to its attorneys, accountants, consultants, other professionals, or to any director, officer, employee, partner, member or regulator of Transferee in the ordinary course of business who need to know the information to evaluate an investment in the Company (collectively, Transferee's "Representatives"), or (b) as may otherwise be required by applicable law or judicial or administrative process; provided, further, that in the case of any such disclosure under this clause (b), Transferee shall (1) notify the Company, as promptly as practicable, of such request or requirement so that the Company may, at its expense, seek an appropriate protective order or waive compliance with the provisions of this Agreement, and/or take any other mutually agreed action, and (2) cooperate with the Company in any actions it may choose to take in seeking to prevent or limit disclosure, (3) disclose only that portion of the requested information which Transferee is advised by counsel is legally required to be disclosed, (4) exercise reasonable best efforts to obtain reliable assurance that confidential treatment will be

accorded the information and (5) take, at the Company's expense, all reasonable steps requested by the Company to minimize the extent of any such required disclosure, and to the extent practicable, await the final outcome of any motion for a protective order that the Company may file before disclosing any Confidential Information; provided, that Transferee agrees not to make any such disclosure or transmission of Confidential Information unless such Representatives have agreed to act in accordance with this Agreement; provided, further, that the acts and omissions of any person or entity to whom Transferee may disclose Confidential Information pursuant to the foregoing clause (a) shall be attributable to Transferee for purposes of determining Transferee's compliance with this Agreement and Transferee shall be liable for all breaches of this Agreement by it or its Representatives, unless such Person and the Company have entered into a confidentiality agreement between them that imposes confidentiality restrictions on such Person that are no less restrictive than those contained in this Agreement, in which case the acts and omissions of such Person shall not be attributable to Transferee.

Transferee recognizes and agrees, on behalf of itself and its Representatives, that nothing in this Agreement shall be construed as granting Transferee or any of its Representatives any rights, by license or otherwise, in or to any Confidential Information. Upon the written request of Transferor, Transferee will, and will cause its Representatives to, promptly (and in no event later than ten (10) business days after such request) redeliver or cause to be redelivered to Transferor or destroy, subject to applicable law, all copies of the Confidential Information furnished to or in the possession of Transferee and/or any of its Representatives by or on behalf of Transferor and destroy or cause to be destroyed all Confidential Information, including such portion of any notes, memoranda, summaries, analyses, compilations, studies and other writings or documents relating thereto or based thereon prepared by Transferee or any of its Representatives that contains Confidential Information. Any such destruction shall be confirmed in writing by one of Transferee's authorized officers. Notwithstanding the foregoing, Transferee and all of its Representatives shall be permitted to retain such copies of the Confidential Information as are required to comply with their respective legal, regulatory and internal record- retention policies, subject to their respective confidentiality obligations hereunder for so long as such Confidential Information is retained. No redelivery or destruction will affect Transferee's or its Representatives obligations hereunder, all of which obligations shall continue in effect for the term of this Agreement.

Transferee hereby acknowledges that it is aware (and that its Representatives that are otherwise unaware have been advised) of the restrictions imposed by federal and state securities laws on a person possessing material nonpublic information about a company, and restrictions on sharing such information with other persons who may engage in such trading.

Transferee acknowledges that Transferor makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. Further, Transferee agrees that Transferor shall not have any liability to Transferee or any of its Representatives based on the Confidential Information, errors therein or omissions therefrom. Transferee agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information.

Transferee acknowledges and agrees that money damages would not be a sufficient remedy for any breach of any provision of this Agreement by Transferee or any of its Representatives, and that in addition to all other remedies which Transferor may have, Transferor and the Company will be entitled to specific performance and injunctive or other equitable relief

as a remedy for any such breach. Transferee agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and further agrees to waive and to use reasonable efforts to cause all of its Representatives to waive any requirement for the securing or posting of any bond in connection with any such remedy. No failure or delay by any party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Transferee agrees that if Transferee purchases Company Securities, the Confidential Information shall be subject in all respects to Section 3.1(c) of the Securityholders Agreement.

This Agreement shall terminate (a) if Transferee purchases any Company Securities, on the date on which Transferee enters into a joinder to the Securityholders Agreement, and (b) otherwise, one year after the date hereof.

If any provision of this Agreement is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

This Agreement (a) contains the sole and entire agreement between the parties with respect to the confidentiality of the Confidential Information, (b) may be amended, modified or waived only by a separate written instrument duly executed by or on behalf of the Company, Transferor and Transferee, and (c) shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof. This Agreement may be executed by facsimile, email or in any number of counterparts, each of which when so executed shall be deemed an original, but such counterparts shall together constitute one and the same. Promptly following the execution hereof, Transferor shall provide a copy of this Agreement duly executed by the Company, Transferor and Transferee to the Company and Transferee.

If the foregoing correctly sets forth our agreement with respect to the matters set forth herein, please so indicate by signing this Agreement and returning a copy to us, whereupon this Agreement will constitute our binding agreement with respect to the matters set forth herein.

**COMPANY:**

**HORNBECK OFFSHORE SERVICES, INC.**

By: _____
Name:
Title:

**TRANSFEROR:**

**[NAME OF TRANSFEROR]**

By: _____
Name:
Title:

**TRANSFEREE:**

Accepted and agreed to as of the date first written above:

**[NAME OF TRANSFEREE]**

By: _____
Name:
Title:

**Exhibit 4.7**

**AMENDMENT NO. 1**
**TO**
**SECURITYHOLDERS AGREEMENT**
**OF**
**HORNBECK OFFSHORE SERVICES, INC.**

THIS AMENDMENT NO. 1 to SECURITYHOLDERS AGREEMENT of HORNBECK OFFSHORE SERVICES, INC. (this "Amendment") is entered into as of December 2, 2021 by and among HORNBECK OFFSHORE SERVICES, INC., a Delaware corporation (the "Company"), and each of the undersigned Securityholders of the Company. All capitalized terms which are not specifically defined in this Amendment shall have the meanings ascribed thereto in the Existing Agreement (as defined below).

## RECITALS

WHEREAS, the Company is conducting an offering of up to $35 million of its common stock (the "Equity Offering");

WHEREAS, the Company and the Securityholders entered into that certain Securityholders Agreement of the Company, dated as of September 4, 2020 (the "Existing Agreement");

WHEREAS, pursuant to Sections 2.2(a)(ii) and 8.10(b) of the Existing Agreement, the Existing Agreement may be amended by an instrument in writing executed by the Securityholders beneficially owning at least 75% of the Fully Diluted Securities, which must include each Appointing Person;

WHEREAS, the undersigned Securityholders are Appointing Persons and beneficially own at least 75% of the Fully Diluted Securities in the aggregate; and WHEREAS, the Company and each of the undersigned Appointing Persons wish to amend the Existing Agreement as provided in this Amendment.

## AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises contained in the Existing Agreement and this Amendment, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Agreement is hereby amended as of the date hereof as follows:

1. **Section 1.** The following definition in Section 1 of the Existing Agreement is hereby amended and restated in its entirety to read as follows:

"'**Preemptive Rights Securityholder**' means, in the case of a Proposed Offering of Company Securities, (i) each 2% Securityholder that is an Accredited Investor and (ii) subject to and in accordance with Section 5.1(j), Todd Hornbeck."

2. **Section 5.1(b) through (h).** Section 5.1(b) through (h) of the Existing Agreement are hereby amended and restated in their entirety to read as follows:

"(b) *Procedure.* In the event that the Company or any of its Subsidiaries proposes to sell or otherwise issue Company Securities and/or Subsidiary Securities (any of the foregoing, "**Dilutive Instruments**") other than in a Permitted Offering (a "**Proposed Offering**"), each Preemptive Rights Securityholder shall have the right to acquire that number of such Dilutive Instruments as is determined in accordance with Section 5.1(c) below, at the same price and upon the same terms and conditions as such Dilutive Instruments are being offered by the Company or its Subsidiary, as applicable, in the Proposed Offering.

(c) *Notice and Offer.* As promptly as practicable prior to the consummation of any Proposed Offering to which this Section 5.1 applies, the Company shall give written notice thereof to each Preemptive Rights Securityholder (the "**Company Sale Notice**"), setting forth the number and class of the Dilutive Instruments and the consideration per Dilutive Instrument to be issued in such Proposed Offering as well as the other terms and conditions on which the Dilutive Instruments are being offered in such Proposed Offering, as applicable, and offering to sell or issue to each Preemptive Rights Securityholder its pro rata share (subject to Section 5.1(h), based on the relative ownership of the then-outstanding Fully Diluted Securities held by all applicable Preemptive Rights Securityholders as of the date of the Company Sale Notice) of such Dilutive Instruments on the same terms and conditions as are set forth in the applicable Company Sale Notice (the "**Preemptive Rights Offer**").

(d) *Exercise of Rights.* Each Preemptive Rights Securityholder shall be entitled to accept any Preemptive Rights Offer by providing written notice to the Company not later than ten (10) Business Days after the date of the applicable Company Sale Notice. A delivery of such notice (which notice shall specify the number of Company Securities and/or Subsidiary Securities, as applicable, requested to be purchased by the Preemptive Rights Securityholder submitting such notice, up to the maximum amount determined pursuant to Section 5.1(c)) by such Preemptive Rights Securityholder shall constitute a binding agreement of such Preemptive Rights Securityholder to purchase, for the per share consideration and on the terms and conditions specified in the Company Sale Notice, the number of Dilutive Instruments specified in such Preemptive Rights Securityholder's notice. If, at the end of such ten (10) Business Day period, any Preemptive Rights Securityholder has not exercised its right to purchase any of its pro rata share of the Preemptive Rights Offer by delivering such notice, such Preemptive Rights Securityholder shall be deemed to have waived all of its rights under this Article V with respect to, and only with respect to, the purchase of such Dilutive Instruments specified in the applicable Company Sale Notice.

(e) *Failure to Exercise.* If following the expiration of the period specified in Section 5.1(c) (i) any Preemptive Rights Securityholder has declined or failed to exercise its preemptive rights under this Section 5.1, or (ii) any Preemptive Rights Securityholder exercises its rights under this Section 5.1 with respect to less than all of such Preemptive Rights Securityholder's pro rata portion (the difference between (x) the total number or amount, as applicable, of Dilutive Instruments to be issued in the Proposed Offering and (y) the number of Dilutive Instruments attributable to the Preemptive Rights Securityholders described in clauses (i) and (ii), the "**Preemptive Rights Excess Instruments**"), then the Company or its Subsidiary, as applicable, shall give prompt

written notice thereafter to each Preemptive Rights Securityholder that has elected to fully exercise its rights under this Section 5.1 (each such Preemptive Rights Securityholder, a "**Full Preemptive Rights Securityholder**"), of its right to purchase such Full Preemptive Rights Securityholder's pro rata portion of any Preemptive Rights Excess Instruments (based on the relative ownership of the then-outstanding Fully Diluted Securities held by all Full Preemptive Rights Securityholders as of the date of the Company Sale Notice) (with an option for each Full Preemptive Rights Securityholder to indicate that it would purchase up to all such Preemptive Rights Excess Instruments, to the extent that other Full Preemptive Rights Securityholders do not exercise their over-subscription rights pursuant to this Section 5.1(d)) and for the same per share consideration and on the same terms as those specified in the Company Sale Notice, and such Full Preemptive Rights Securityholder shall have two (2) Business Days following the expiration of the period specified in Section 5.1(c) to exercise its rights pursuant to this Section 5.1(e) with respect to the Preemptive Rights Excess Instruments by delivering written notice thereof to the Company.

(f) *Timing*. Subject to compliance with this Article V, the Company or its Subsidiary, as applicable, shall have sixty (60) days after the date of the Company Sale Notice to consummate the Proposed Offering with respect to any Dilutive Instruments that the Preemptive Right Securityholders have elected not to purchase at the same (or higher) per share consideration and upon such other terms and conditions that, taken as a whole, are not materially less favorable to the Company or its Subsidiary, as applicable, than those specified in the Company Sale Notice; *provided*, that, if such Proposed Offering is subject to regulatory approval, such 60-day period shall be extended until the expiration of five (5) Business Days after all such approvals have been received. If the Company or its Subsidiary, as applicable, proposes to consummate a Proposed Offering (x) during such 60-day period at a lower per share consideration or on such other terms that are, taken as a whole, materially less favorable to the Company or its Subsidiary, as applicable, or (y) at any point after such 60-day period, in each case it shall again comply with the procedures set forth in this Article V prior to such Proposed Offering. Subject to Section 5.1(h), the purchase of Dilutive Instruments by the Preemptive Rights Securityholders agreeing to purchase any such Dilutive Instruments pursuant to this Section 5.1 shall be consummated simultaneously with the closing of the applicable Proposed Offering.

(g) Notwithstanding the foregoing, (i) the Company or its Subsidiary, as applicable, shall have the right to offer or issue to the Appointing Persons (pro rata based on the relative ownership of the then outstanding Fully Diluted Securities held by the Appointing Persons as of the date of the Company Sale Notice) any Dilutive Instruments without first providing a Preemptive Rights Offer as described in Section 5.1(c) to the Preemptive Right Securityholders as long as the Company promptly thereafter (and in any event within sixty (60) days) makes a Preemptive Rights Offer to the other Preemptive Rights Securityholders on the same terms (including at the same price) as such Securityholders would have been entitled to exercise such preemptive rights if the Company had offered such Dilutive Instruments at the time of the original Proposed Offering; and (ii) any Preemptive Rights Securityholder that participates in the Proposed Offering described in the Company Sale Notice, dated as of December 2, 2021 (the "**2021 Proposed Offering**"), may transfer or assign its right to purchase all or any portion of such Preemptive Rights Securityholder's

pro rata portion of Dilutive Instruments (including any Preemptive Rights Excess Instruments) in connection with the 2021 Proposed Offering to (A) any other Preemptive Rights Securityholder participating in the 2021 Proposed Offering or (B) any Director or Officer of the Company or its Subsidiary (each such Person described in clauses (A) and (B), a "**Preemptive Rights Transferee**"), in each case by delivering written notice thereof to the Company concurrently therewith; *provided*, that the transferring Preemptive Rights Securityholder and any such Preemptive Rights Transferee must comply with the provisions set forth in Sections 4.1, 4.2, 4.3 and 4.4 in respect of any such transfer or assignment.

(h) *Disclaimer of Liability*. The Company shall be under no obligation to consummate any proposed issuance of Dilutive Instruments, nor shall there be any liability on the part of the Company or the Board to any Preemptive Rights Securityholder if the Company has not consummated any proposed issuance of Dilutive Instruments for whatever reason, except for issuances made in breach of this Agreement, regardless of whether the Board shall have delivered a Company Sale Notice in respect of such proposed issuance."

3. **Miscellaneous.**

(a) Except as expressly set forth in this Amendment, the terms and conditions of the Existing Agreement shall remain in full force and effect as originally written and amended by this Amendment thereto. This Amendment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Amendment or the negotiation, execution or performance of this Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same amendment. This Amendment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the date first above written.

**COMPANY:**

HORNBECK OFFSHORE SERVICES, INC.

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

[Signature Page to Amendment No. 1]

**1992 MASTER FUND CO-INVEST SPC – SERIES 1 SEGREGATED PORTFOLIO**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, LP**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV, LP**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**ASSF IV HOS AIV 1, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV HOS AIV 2, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B HOLDINGS III, L.P.**

By: ASSF Operating Manager IV, L.P., its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B, L.P.**

By: ASSF Management IV, L.P., its general partner

By: ASSF Management IV GP LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOS AIV 1, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOS AIV 2, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOLDINGS I, L.P.**

By: ASOF Investment Management LLC, its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**SA REAL ASSETS 19 LIMITED**

By: Ares Management LLC, its investment manager

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**ARES CREDIT STRATEGIES INSURANCE DEDICATED FUND SERIES INTERESTS OF THE SALI MULTI-SERIES FUND, L.P.**

By: Ares Management LLC, its investment subadvisor

By: Ares Capital Management LLC, as subadvisor

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**WHITEBOX ADVISORS LLC**

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX ASYMMETRIC PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX CAJA BLANCA FUND, LP**

By: Whitebox Caja Blanca GP LP its general partner

By: Whitebox Advisors LLC its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX CREDIT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX RELATIVE VALUE PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX GT FUND, LP**

By: Whitebox Advisors LLC its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX MULTI-STRATEGY PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**PANDORA SELECT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

[Signature Page to Amendment No. 1]

**Exhibit 4.8**

***Execution Version***

**AMENDMENT NO. 2**
**TO**
**SECURITYHOLDERS AGREEMENT**
**OF**
**HORNBECK OFFSHORE SERVICES, INC.**

THIS AMENDMENT NO. 2 to SECURITYHOLDERS AGREEMENT of HORNBECK OFFSHORE SERVICES, INC. (this "Second Amendment") is entered into as of July 7, 2023 by and among HORNBECK OFFSHORE SERVICES, INC., a Delaware corporation (the "Company"), and each of the undersigned Securityholders of the Company. All capitalized terms which are not specifically defined in this Second Amendment shall have the meanings given to those terms in the Existing Agreement.

**RECITALS**

WHEREAS, the Company and the Securityholders entered into that certain Securityholders Agreement of the Company, dated as of September 4, 2020 (as amended by the First Amendment (the "Existing Agreement");

WHEREAS, the Company and certain of the Securityholders subsequently entered into that certain Amendment No. 1 to Securityholders Agreement, dated as of December 2, 2021 (the "First Amendment");

WHEREAS, pursuant to Sections 2.2(a)(ii) and 8.10(b) of the Existing Agreement, the Existing Agreement may be amended by an instrument in writing executed by the Securityholders beneficially owning at least 75% of the Fully Diluted Securities, which must include each Appointing Person;

WHEREAS, the undersigned Securityholders are Appointing Persons and beneficially own at least 75% of the Fully Diluted Securities in the aggregate; and

WHEREAS, the Company and each of the undersigned Appointing Persons wish to amend the Existing Agreement as provided in this Second Amendment.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual promises contained in the Existing Agreement and this Second Amendment, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the Existing Agreement is hereby amended as of the date hereof as follows:

1. **Section 1**. The following definition is added in Section 1 of the Existing Agreement:

"'**Second Amendment Date**' means July 7, 2023."

2. **Section 1**. The following definitions in Section 1 of the Existing Agreement are amended and restated in their entirety to read as follows:

"'**Board Designees**' has the meaning ascribed to such term in Section 2.1(a)(iv) of this Agreement."

"'**Chairman**' has the meaning ascribed to such term in Section 2.1(a)(v) of this Agreement."

"'**Other Director**' has the meaning ascribed to such term in Section 2.1(a)(iii) of this Agreement."

3. **Section 1**. The definitions for "Additional Appointing Person Director" and "Consultation Right" are deleted from Section 1 of the Existing Agreement in their entirety.

4. **Section 2.1(a)**. Section 2.1(a) of the Existing Agreement is amended and restated in its entirety to read as follows:

"(a) *Board Representation; Number of Directors.* From and after the Second Amendment Date, the Board shall consist of nine (9) Directors or such greater number approved by the Board in accordance with Section 4.02 of the Bylaws and the Appointing Persons in accordance with Section 2.2(a)(iii) and, subject to Section 2.1(b) and Section 2.1(h), the Board shall be constituted as follows:

(i) (A) subject to Section 2.1(k), four (4) Directors shall be designated by Ares (or any Person designated as an Appointing Person for such purpose by Ares in accordance with Section 2.1(h)), for so long as Ares (or such Person designated as an Appointing Person) is an Appointing Person; (B) two (2) Directors shall be designated by Whitebox (or any Person designated as an Appointing Person for such purpose by Whitebox in accordance with Section 2.1(h)), for so long as Whitebox (or such Person designated as an Appointing Person) is an Appointing Person and (C) two (2) Directors shall be designated by Highbridge (or any Person designated as an Appointing Person for such purpose by Highbridge in accordance with Section 2.1(h)), for so long as Highbridge (or such Person designated as an Appointing Person) is an Appointing Person (each such Director, an "**Appointing Person Director**"). Notwithstanding the foregoing, as of the Second Amendment Date and subject to the last sentence of Section 2.1(b), the Directors appointed by Ares and Whitebox shall be appointed by Affiliates of Ares and Whitebox that are U.S. Citizens. Pursuant to this Section 2.1(a)(i): (x) Piyush "Bobby" Jindal, Kurt Cellar, Aaron Rosen and Scott Graves shall be the initial Board Designees of Ares; (y) Evan Behrens and Jacob Mercer shall be the initial Board Designees of Whitebox; and (z) L. Don Miller and Sylvia Jo Sydow Kerrigan shall be the initial Board Designees of Highbridge;

(ii) the duly-appointed and acting Chief Executive Officer of the Company (the "**Chief Executive Officer**"), who shall initially be Todd Hornbeck, shall be designated as a Director;

(iii) if any seats on the Board remain unfilled after the exercise of the Director Designation Rights set forth above, candidates for such additional seats (each, an "**Other Director**") shall be nominated by the Board and shall be subject to election by the holders of Common Stock in accordance with the Certificate of Incorporation and Bylaws;

(iv) Directors designated pursuant to Section 2.1(a)(i), Section 2.1(a)(ii) or appointed to fill a vacancy by an Appointing Person as provided in Section 2.1(c)(iv) shall be referred to as the "**Board Designees**";

(v) For so long as Todd Hornbeck is the Chief Executive Officer, Todd Hornbeck shall serve as chairman of the Board (the "**Chairman**"). After such time, the Board shall vote to elect the Chairman by a majority vote of the Board and shall thereafter vote to elect the Chairman annually by a majority vote of the Board."

5. **Section 2.1(c)(i)**. Section 2.1(c)(i) of the Existing Agreement is amended and restated in its entirety to read as follows:

(i) *Removals*. At the request and direction of any Appointing Person, the Company and each Securityholder agrees to take all Necessary Action to remove any Director that was designated for election by such Appointing Person. If the person serving as the Chief Executive Officer is removed, resigns or is otherwise replaced, then such person shall automatically, and without any action by the Board or stockholders of the Company, cease to be a Director.

6. **Section 2.1(c)(ii)**. Section 2.1(c)(ii) of the Existing Agreement is amended and restated in its entirety to read as follows:

(ii) *Term*. Notwithstanding anything to the contrary in this Agreement, to the extent the right of an Appointing Person to designate a Director is terminated, then any Director designated by such Appointing Person shall be entitled to continue serving in such capacity for the remainder such Director's term of office as determined in accordance with Section 4.02 of the Bylaws. The Board may request, however, that any such Director resign from the Board or may remove any such Director at any time after the right of the applicable Appointing Person to designate a Director is terminated.

7. **Section 2.1(c)(iv)(A)**. Section 2.1(c)(iv)(A) of the Existing Agreement is amended and restated in its entirety to read as follows:

(A) if such Director is an Appointing Person Director, the Appointing Person with the right to appoint such Director at such time shall have the exclusive right to designate an individual to fill such vacancy and the Company and each Securityholder shall take all Necessary Action to elect or appoint such designee to fill such vacancy on the Board;

8. **Section 2.1(e)**. Section 2.1(e) of the Existing Agreement is amended and restated in its entirety to read as follows:

(e) *Subsidiaries*. Except as set forth in the last sentence of thisSection 2.1(e) or when the Board determines to otherwise create or approve a board of managers or similar governing body at any of the Company's Subsidiaries, the Chief Executive Officer (or other Officer of the Company as designated in writing by the Board) shall be the sole manager of each of the Company's Subsidiaries. Notwithstanding the foregoing, in the event either through a Board determination or through other Necessary Action (including, for the avoidance of doubt, by any board of managers or similar governing body of any Subsidiary of the Company), a board of managers or similar governing body is created or approved for any of the Company's Subsidiaries holding or operating under a Facility Clearance, as defined in the in the National Industrial Security Program Operating Manual (the "**NISPOM**"), then, that board or other similar governing body shall exclude any Board Designee of Highbridge. If the Board so determines to otherwise create or approve a board of directors or similar governing body at any of the Company's Subsidiaries, to the extent requested by an Appointing Person, the Company and the Securityholders shall take all Necessary Action to cause the Board Designees designated by such Appointing Person to be designated as members of the board of directors or similar governing body of any of the Company's Subsidiaries with the same proportionate representation of such Appointing Person on such other board or governing body as on the Board. The rights set forth in the preceding sentence shall not apply to Highbridge and the Company and each Securityholder shall not honor, any such request from Highbridge for representation on the board of directors or similar governing body of any Subsidiary of the Company holding or operating under a Facility Clearance (as defined in the NISPOM). The Company and each Securityholder agree to take all Necessary Action to cause any Subsidiary of the Company holding or operating under a Facility Clearance (as defined in the NISPOM) to have, and be managed under the direction of, a board of managers or similar governing body.

9. **Section 2.1(h)**. Section 2.1(h) of the Existing Agreement is amended and restated in its entirety to read as follows:

(h) *Transfer of Appointing Person Rights.* Subject to the restrictions on Transfer set forth inArticle IV, if (i) any Appointing Person, taken together with its Affiliates, Transfers to any Transferee Company Securities representing a Securityholder Ownership Percentage of greater than or equal to 10%, and (ii) (A) the Transferring Appointing Person designates such Transferee as an Appointing Person with respect to all or a portion of such Transferring Appointing Person's Director Designation Rights and (B) such designation would not result in the number of directors that Non-U.S. Appointing Persons have the right to designate pursuant to the Director Designation Rights being more than a minority of the number of Directors necessary to constitute a quorum of the Board, then effective as of the date of such Transfer, (x) such Transferring Appointing Person shall cease to be an Appointing Person if the Director Designation Right(s) so transferred are the Transferring Appointing Person's last remaining Director Designation Rights and (y) such Transferee shall become an Appointing Person solely with respect to the Director Designation Rights so transferred and solely for purposes of Sections 2.1(a), 2.1(c), 2.1(e), 2.1(h), 2.1(i), 3.1(c)(iv), 7.1(a), 8.12, Exhibit B-2 and Exhibit B-3, and not for purposes of any other provision of this Agreement whatsoever (including, for the avoidance of doubt, Sections 2.2, 2.3 and 8.10).

10. **Section 2.1(k)**. Section 2.1(k) of the Existing Agreement is amended and restated in its entirety to read as follows:

(k) *Reduction; Termination of Rights.* The rights of the Appointing Persons to designate Directors under this Section 2.1 shall be reduced and terminated, as applicable, as follows: Notwithstanding anything to the contrary in Sections 2.1(a)(i)(A) and 2.1(h), if any Appointing Person with the right to designate directors pursuant to Section 2.1(a)(i)(A) (A) has a Securityholder Ownership Percentage of less than 30% but greater than or equal to 20% and has the right to designate more than two Directors pursuant to Section 2.1(a)(i)(A), the number of Directors such Appointing Person has the right to designate pursuant to Section 2.1(a)(i)(A) shall be reduced to two Directors, and (B) has a Securityholder Ownership Percentage of less than 20% but greater than or equal to 10% and has the right to designate more than one Director pursuant to Section 2.1(a)(i)(A), the number of Directors such Appointing Person has the right to designate pursuant to Section 2.1(a)(i)(A) shall be reduced to one Director; provided that if the Company issues Fully Diluted Securities in a transaction under Clause (B) of Permitted Offering that does not trigger the preemptive rights under Section 5.1, the ownership percentages in this Section 2.1(k) shall be adjusted for the new Fully Diluted Securities issued in such Permitted Offering.

11. **CFIUS**. Notwithstanding anything herein to the contrary, this Second Amendment shall only be effective with respect to Highbridge if and when any required CFIUS clearance therefor ("**CFIUS Clearance**") has been obtained, and unless and until CFIUS Clearance has been obtained, (a) Highbridge's rights under the Existing Agreement shall not be amended or otherwise modified in any respect by or pursuant to this Second Amendment, including that Highbridge's and Whitebox's rights with respect to the "Additional Appointing Person Director" shall not be removed from the Existing Agreement, (b) L. Don Miller shall be deemed to be the sole initial Board Designee of Highbridge, and (c) Sylvia Jo Sydow Kerrigan shall be deemed to be the Additional Appointing Person Director (unless she is removed or resigns in accordance with the Existing Agreement). The Company agrees to cooperate with Highbridge with respect to any necessary filings and the provision of information reasonably required to obtain CFIUS Clearance. If and to the extent that CFIUS Clearance has not been obtained, then, at Highbridge's request, the undersigned Securityholders and the Company shall engage in good faith discussions regarding other appropriate amendments or modifications to the board composition and board designation rights of the Securityholders under the Securityholders Agreement, as amended. For the avoidance of doubt, this Section 11 shall not limit or otherwise affect the rights of any Securityholder pursuant to this Second Amendment other than (i) Highbridge and (ii) Whitebox, to the extent that Whitebox shall retain its rights with respect to the Additional Appointing Person Director as provided herein.

12. **Miscellaneous**.

(a) Except as expressly set forth in this Second Amendment, the terms and conditions of the Existing Agreement shall remain in full force and effect as originally written and amended by this Second Amendment thereto. This Second Amendment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Second Amendment or the negotiation, execution or performance of this Second Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) This Second Amendment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Second Amendment and all of which, when taken together, will be deemed to constitute one and the same amendment. This Second Amendment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile, by electronic mail in "portable document format" (".pdf") form, or any other electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

* * * * * *

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment as of the date first written above.

**COMPANY:**

**HORNBECK OFFSHORE SERVICES, INC.**

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

**SECURITYHOLDERS:**

**ASSF IV HOS AIV 1, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV HOS AIV 2, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B Holdings III, L.P.**

By: ASSF Operating Manager IV, L.P., its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B, L.P.**

By: ASSF Operating Manager IV, L.P., its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOS AIV 1, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOS AIV 2, L.P.**

By: ASOF HOS GP, LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOLDINGS I, L.P.**

By: ASOF Investment Management LLC, its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**SA REAL ASSETS 19 LIMITED**

By: Ares Management LLC, its investment manager

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**ARES CREDIT STRATEGIES INSURANCE DEDICATED FUND SERIES INTERESTS OF THE SALI MULTI-SERIES FUND, L.P.**

By: Ares Management LLC, its investment subadvisor

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**1992 MASTER FUND CO-INVEST SPC – SERIES 1 SEGREGATED PORTFOLIO**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, LP**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV, LP**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**HIGHBRIDGE TACTICAL CREDIT INSTITUTIONAL FUND, LTD.**

By: Highbridge Capital Management, LLC, as Trading Manager and not in its individual capacity

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-CIO

**WHITEBOX CAJA BLANCA FUND, LP**

By: Whitebox Caja Blanca GP LP its general partner
By: Whitebox Advisors LLC its investment manager

By: /s/ Andrew M. Thau
Name: Andrew M. Thau
Title: Senior Legal Analyst

**WHITEBOX CREDIT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Andrew M. Thau
Name: Andrew M. Thau
Title: Senior Legal Analyst

**WHITEBOX RELATIVE VALUE PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Andrew M. Thau
Name: Andrew M. Thau
Title: Senior Legal Analyst

**WHITEBOX GT FUND, LP**

By: Whitebox Advisors LLC its investment manager

By: /s/ Andrew M. Thau
Name: Andrew M. Thau
Title: Senior Legal Analyst

**WHITEBOX MULTI-STRATEGY PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Andrew M. Thau
Name: Andrew M. Thau
Title: Senior Legal Analyst

**PANDORA SELECT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Andrew M. Thau
Name: Andrew M. Thau
Title: Senior Legal Analyst

**Exhibit 10.2**

**2020 MANAGEMENT INCENTIVE PLAN**
**OF**
**HORNBECK OFFSHORE SERVICES, INC.**

**ARTICLE I PURPOSE**

**1.1 Purposes of the Plan**. This 2020 Management Incentive Plan (as amended from time to time, the "Plan") of Hornbeck Offshore Services, Inc., a Delaware corporation (the "Company"), is designed to provide an incentive to executives, senior management, certain consultants and advisors, and non-employee directors of the Company or any of its Affiliates (collectively, the "Eligible Individuals") and to offer an additional inducement in obtaining the services of such individuals.

**ARTICLE II SHARE LIMITATION**

**2.1 Shares Subject to the Plan**. Subject to the provisions of Article XI, the aggregate number of shares of Common Stock that may be issued or used for reference purposes with respect to which Awards may be granted under the Plan shall be equal to 2,198,044 shares of the Company's Common Stock, with 2,063,011 of such shares of Common Stock to be reserved for grant of Awards exclusively to MIP Participants (the "MIP Reserve") and 135,033 of such shares of Common stock to be reserved for grant of Awards to non-employee directors of the Company or any of its Affiliates. Such shares of Common Stock may, in the discretion of the Board, consist either in whole or in part of authorized but unissued shares of Common Stock or shares of Common Stock held in the treasury of the Company. Subject to the provisions of Section 13.6, any share of Common Stock underlying an Award granted under the Plan which for any reason expires, is canceled, is forfeited, or is terminated unexercised, shall again become available for the granting of Awards under the Plan (in each case with respect to any portion of the Award for which no value was received by Participant). For the avoidance of doubt, the following shares shall not again be made available for delivery to Participants under the Plan: (a) shares used to pay the exercise price or withholding taxes related to an outstanding Award and (b) shares repurchased by the Company.

**2.2 Initial Grants; Future Grants; Automatic Allocation upon Change of Control**

(a) Notwithstanding anything to the contrary contained herein, sixty percent (60%) of the MIP Reserve shall be granted in the form of Options and Restricted Stock Units upon the Effective Date, in the amounts and to the individuals listed on Exhibit A (the "Emergence Awards"). The Emergence Awards shall be granted in accordance with the form Emergence Restricted Stock Unit Award Agreement attached hereto on Exhibit B and the form Emergence Option Award Agreement attached hereto on Exhibit C.

(b) The portion of the MIP Reserve that does not constitute the Emergence Awards, plus any Awards granted pursuant to the MIP Reserve that have been forfeited or cancelled for no value before vesting (collectively, the "Remaining MIP Share Reserve"), will be granted on terms and conditions, and at such times, as are determined by the Board in its discretion following the Effective Date.

(c) As of immediately prior to a Change of Control, if (i) the Remaining MIP Share Reserve has not been fully granted, and (ii) the TEV in connection with such Change of Control is at least $1 billion, then the Board shall make a special RSU grant to Participants who remain in a Service relationship with the Company or its Affiliates at the time of such Change of Control (such grants, the "Special RSUs"). The Special RSUs shall be fully vested upon grant. The amount of shares subject to the Special RSUs granted shall be the lesser of (A) twenty percent (20%) of the MIP Reserve (*i.e.*, 412,602 Shares), and (B) one hundred percent (100%) of the Remaining MIP Share Reserve as of the time of the Change of Control.

**ARTICLE III ADMINISTRATION**

**3.1 Administration of the Plan**. The Plan shall be administered and interpreted by the Committee.

**3.2 Authority of the Committee**. The Committee shall have full authority to grant, pursuant to the terms of the Plan and applicable law, to Eligible Individuals: (i) Options, (ii) Stock Appreciation Rights, (iii) Restricted Stock Units, (iv) Restricted Stock, (v) Performance Awards, (vi) Other Stock-Based Awards, and (vii) Other Cash-Based Awards. Subject to Section 2.2 and Section 13.6, the Committee shall have the full and final authority, in its good faith discretion, to make all determinations relating to the Plan, including, but not limited to, the right to:

(a) select the Eligible Individuals to whom Awards may, from time to time, be granted hereunder;

(b) determine whether and to what extent Awards are to be granted hereunder to one or more Eligible Individuals;

(c) determine whether the Awards are intended to be exempt from, or comply with, the requirements of Section 409A of the Code;

(d) determine the number of shares of Common Stock to be subject to each Award granted hereunder, or the amount of cash (if any) to be covered by each Award granted hereunder;

(e) determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder (including, but not limited to, the exercise or purchase price (if any), the term, any restriction or limitation, any vesting schedule or any forfeiture restrictions or waiver thereof (including, without limitation, providing for the accelerated vesting or lapse of restrictions of any Award at any time, subject, in the discretion of and as determined by the Committee, to any applicable limitations on permitted acceleration under Section 409A of the Code), based on such factors, if any, as the Committee shall determine, in its sole discretion);

(f) determine whether and under what circumstances an RSU may be settled in cash and/or Common Stock;

(g) determine whether an Option is an Incentive Stock Option orNon-Qualified Stock Option;

(h) impose a "blackout" period during which Options may not be exercised;

(i) determine whether shares of Common Stock may be issued upon the exercise of an Option as partly paid and, if so, the dates when future installments of the exercise price shall become due and the amounts of such installments;

(j) determine whether to restrict the sale or other disposition of the shares of Common Stock acquired upon the exercise or settlement of an Award and, if so, whether and under what conditions to waive any such restriction;

(k) determine whether and under what conditions to subject all or a portion of the grant or exercise of an Option or the shares of Common Stock purchased or acquired pursuant to the exercise of an Option or the settlement of an RSU to the fulfillment of certain restrictions or contingencies as specified in the Award Agreement, including, without limitation, restrictions or contingencies relating to financial objectives for the Company or any of its Affiliates, a division of any of the foregoing, a product line or other category, and/or to the period of continued Service of a Participant to the Company or any of its Affiliates, and to determine, in each case, whether such limitations, restrictions or contingencies have been met;

(l) determine the amount, if any, necessary to satisfy the obligation of the Company or any of its Affiliates to withhold taxes or other amounts;

(m) to construe the respective Award Agreement and the Plan;

(n) modify, extend, renew, or cancel an Award, provided, that, such modification, extension, renewal, or cancelation is permitted under the Plan on the date of such modification, extension, renewal, or cancelation, and provided, further, that such Award as modified, extended, renewed, or canceled would continue to be exempt from the application of Section 409A of the Code or would comply (or would continue to comply) with all requirements applicable to deferred compensation under Sections 409A(a)(2), (a)(3) and (a)(4) of the Code; and

(o) prescribe, amend, and rescind rules and regulations relating to the Plan, and to make all other determinations necessary or advisable for administering the Plan.

The good faith determinations of the Committee on the matters referred to in this Section 3.2 shall be conclusive and binding on all parties, including the Company, its Affiliates, Participants, and any Person claiming any rights under the Plan from or through any Participant. The Committee's determinations under the Plan need not be uniform and may be made selectively among Eligible Individuals who are eligible to receive, or actually receive, Awards. Without limiting the generality of the foregoing, the Committee shall be entitled to make non-uniform and selective determinations, amendments, and adjustments to Awards awarded under the Plan and to enter into non-uniform and selective Award Agreements. The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. The Committee may delegate to officers, directors, or managers of the Company or any Affiliate of the Company the authority, subject to such terms as the Committee shall determine, to perform such functions as the Committee may determine, to the extent permitted under applicable law.

**3.3 Emergence Awards**. Notwithstanding anything to the contrary in the Plan, the terms, conditions, and allocations of the Emergence Awards are set forth in Exhibit A, Exhibit B, and Exhibit C hereof, and such Emergence Awards shall be made on the Effective Date without any further action of the Company or the Committee required. This Section 3.3 supersedes any conflicting provision of the Plan.

**3.4 Limitation of Liability**. Each member of the Committee shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer, director, or other employee of the Company or any of its Affiliates, the Company's independent certified public accountants, or any executive compensation consultant, legal counsel, or other professional retained by the Company to assist in the administration of the Plan. To the fullest extent permitted by applicable law, no member of the Committee, nor any officer, director, or employee of the Company acting on behalf of the Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the Plan, and all members of the Committee and any officer, director, or employee of the Company acting on its behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action, determination, or interpretation.

**3.5 Decisions Final**. Any decision, interpretation, or other action made or taken in good faith by or at the direction of the Committee arising out of or in connection with the Plan shall be within the absolute discretion of the Committee and shall be final, binding and conclusive on all Persons, including all employees and Participants and their respective heirs, executors, administrators, successors, and assigns, subject to any dispute rights set forth in an Award Agreement.

**3.6 Actions by the Board**. The Board may, at any time and from time to time, grant Awards and administer the Plan with respect to such Awards. In any such case, the Board shall have all the authority granted to the Committee under the Plan.

## ARTICLE IV ELIGIBILITY

**4.1 Eligibility**. The Committee may, from time to time, in its sole discretion, consistent with the purposes of the Plan, grant Awards to the Eligible Individuals. Such Awards granted shall cover such number of shares of Common Stock as the Committee may determine, in its sole discretion, as set forth in the applicable Award Agreement.

## ARTICLE V STOCK OPTIONS

**5.1 Stock Options**. Options may be granted alone or in addition to other Awards granted under the Plan. Each Option granted under the Plan shall be either (a) an Incentive Stock Option or (b) a Non-Qualified Stock Option. The Committee shall have the authority to grant to any Eligible Individual one or more Incentive Stock Options, Non-Qualified Stock Options, or both types of Options, in each case, pursuant to an Award Agreement and subject to the terms and conditions set forth herein and therein.

**5.2 Exercise Price**. The exercise price of the shares of Common Stock subject to an Option shall be equal to or greater than one hundred percent (100%) of the Fair Market Value of the Common Stock on the date of grant.

**5.3 Option Term**. The maximum term of each Option granted pursuant to the Plan shall be equal to ten (10) years from the date of grant thereof; subject, however, to earlier termination as hereinafter provided.

**5.4 Exercisability**. Options granted under the Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at the time of grant. If the Committee provides, in its discretion, that any Option is exercisable subject to certain limitations (including, without limitation, that such Option is exercisable only in installments or within certain time periods), the Committee may waive such limitations on the exercisability at any time at or after the time of grant in whole or in part (including, without limitation, waiver of the installment exercise provisions or acceleration of the time at which such Option may be exercised), based on such factors, if any, as the Committee shall determine, in its sole discretion.

**5.5 Method of Exercise**. Subject to whatever installment exercise and waiting period provisions apply under Section 5.4, to the extent then-vested and exercisable, Options may be exercised, in whole or in part at any time during the Option term, by giving written notice to the Company (or to its agent specifically designated for such purpose), at the address and in the form established by the Committee (which notice may be provided in an electronic form, to the extent acceptable to the Committee and the Company), specifying the number of shares of Common Stock to be purchased. Such notice shall be accompanied by a certified check or bank draft payable to the order of the Company for an amount equal to the sum of the aggregate exercise price for such shares of Common Stock and any income taxes and employment taxes required to be withheld. The Committee may, in its sole discretion and subject to applicable law, at the time the Option is granted or at a later date, permit other forms of payment in an Award Agreement or otherwise, including notes, shares of Common Stock, "net exercise", or other contractual obligations of a Participant to make payment on a deferred basis. Any fractional shares of Common Stock shall be settled in cash.

**5.6 Unvested Options**. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable Award Agreement and the Plan, Options that are not vested or exercisable as of the date of a Participant's termination of Service for any reason shall terminate and expire as of the date of such termination for no consideration.

**5.7 Non-Transferability of Options**. Except to the extent provided above, no Option granted under the Plan shall be Transferable by a Participant, other than by will or the laws of descent and distribution, and during the lifetime of a Participant, all Options may be exercised only by Participant or Participant's Legal Representatives, and any attempted Transfer shall be null and void ab initio and of no force or effect. Notwithstanding anything to the contrary herein, Options and shares of Common Stock underlying an Option permitted to be transferred hereunder shall be subject to the transfer restrictions set forth in the Securityholders Agreement applicable to Common Stock.

**5.8 Early Exercise**. The Committee may provide that an Award Agreement with respect to an Option include a provision whereby a Participant may elect at any time before a Participant's termination of Service with the Company or any of its Affiliates to exercise the Option as to any part or all of the shares of Common Stock subject to the Option prior to full vesting of the Option, and such shares shall be subject to the original vesting schedule applicable to the predecessor Option. Unvested shares of Common Stock so purchased may be subject to a repurchase option in favor of the Company or to any other restriction the Committee determines to be appropriate, with any such terms to be set forth in the applicable Award Agreement.

**5.9 Termination of Service**. Except as otherwise provided in an Award Agreement, in the event of a Participant's termination of Service with the Company or any of its Affiliates for any reason other than Cause, a Participant may exercise, to the extent exercisable on the date of such termination, any outstanding and vested Options on the date of such termination or at any time within a period of ninety (90) days from the date of such termination, but not thereafter and in no event after the date the Options would otherwise have expired. If a Participant is terminated for Cause, then all vested and unvested Options shall terminate for no consideration on the day immediately before the date of such termination.

**5.10 Incentive Stock Option Limitations**. In the case of Incentive Stock Options, the terms and conditions of such Awards shall be subject to and comply with such rules as may be prescribed by Section 422 of the Code and any regulations implementing such statute. All Options when granted under the Plan are intended to be Non-Qualified Stock Options, unless the applicable Award Agreement expressly states that the Option is intended to be an Incentive Stock Option. If an Option is intended to be an Incentive Stock Option, and if for any reason such Option (or any portion thereof) shall not qualify as an Incentive Stock Option, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a Non-Qualified Stock Option appropriately granted under the Plan; provided, that, such Option (or portion thereof) otherwise complies with the Plan's requirements relating to Non-Qualified Stock Options.

**ARTICLE VI STOCK APPRECIATION RIGHTS**

**6.1 Stock Appreciation Rights**. The Committee may, from time to time, grant Stock Appreciation Rights to an Eligible Individual pursuant to an Award Agreement. The Stock Appreciation Rights granted shall take such form as determined in the discretion of the Committee, subject to the terms and conditions herein and therein.

**6.2 Base Price**. To the extent a Stock Appreciation Right is not intended to be a "stock right" exempt from Section 409A of the Code, the base price of the shares of Common Stock subject to a Stock Appreciation Right shall be equal to or greater than one hundred percent (100%) of the Fair Market Value of the Common Stock on the date of grant.

**6.3 Stock Appreciation Right Term**. The maximum term of each Stock Appreciation Right granted pursuant to the Plan shall be equal to ten (10) years from the date of grant thereof; subject, however, to earlier termination as hereinafter provided.

**6.4 Exercisability**. Stock Appreciation Rights granted under the Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee at the time of grant. If the Committee provides, in its discretion, that any Stock Appreciation Right is exercisable subject to certain limitations (including, without limitation, that such Stock Appreciation Right is exercisable only in installments or within certain time periods),

the Committee may waive such limitations on the exercisability at any time at or after the time of grant in whole or in part (including, without limitation, waiver of the installment exercise provisions or acceleration of the time at which such Stock Appreciation Right may be exercised), based on such factors, if any, as the Committee shall determine, in its sole discretion.

**6.5 Method of Exercise**. Subject to whatever installment exercise and waiting period provisions apply under Section 6.4, to the extent then vested and exercisable, Stock Appreciation Rights may be exercised, in whole or in part, at any time during the Stock Appreciation Right term, by giving written notice to the Company (or to its agent specifically designated for such purpose), at the address and in the form established by the Committee (which notice may be provided in an electronic form to the extent acceptable to the Committee and the Company), specifying the number of Stock Appreciation Rights to be exercised. Such notice shall be accompanied by a certified check or bank draft payable to the order of the Company for an amount equal to any income taxes and employment taxes required to be withheld. The Committee may, in its sole discretion and subject to applicable law, at the time the Stock Appreciation Right is granted or at a later date, permit other forms of payment in an Award Agreement or otherwise, including notes, shares of Common Stock, or other contractual obligations of a Participant to make payment on a deferred basis. Any fractional shares of Common Stock shall be settled in cash.

**6.6 Unvested Stock Appreciation Rights**. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable Award Agreement and the Plan, Stock Appreciation Rights that are not vested or exercisable as of the date of a Participant's termination of Service for any reason shall terminate and expire as of the date of such termination for no consideration.

**6.7 Non-Transferability**. Except to the extent provided above, no Stock Appreciation Right shall be Transferable by a Participant other than by will or the laws of descent and distribution, and during the lifetime of a Participant, all Stock Appreciation Rights may be exercised only by Participant or Participant's Legal Representatives, and any attempted Transfer shall be null and void ab initio and of no force or effect. Notwithstanding anything to the contrary herein, Stock Appreciation Rights and shares of Common Stock underlying Stock Appreciation Rights permitted to be transferred hereunder shall be subject to the transfer restrictions set forth in the Securityholders Agreement applicable to Common Stock.

**6.8 Termination of Service**. In the event of a Participant's termination with the Company or any of its Affiliates for any reason, a Participant may exercise, to the extent exercisable on the date of such termination, any outstanding and vested Stock Appreciation Rights on the date of such termination or at any time within a period of ninety (90) days from the date of such termination, but not thereafter and in no event after the date the Stock Appreciation Rights would otherwise have expired; provided, that, if a Participant is terminated for Cause, such Stock Appreciation Rights shall terminate for no consideration on the day immediately before the date of such termination.

**6.9 Form of Payment**. Upon the exercise of a Stock Appreciation Right, a Participant shall be entitled to receive, for each right exercised, an amount in cash and/or shares of Common Stock equal in value to the excess of the Fair Market Value of one share of Common Stock on the date that the right is exercised over the base price.

**ARTICLE VII RESTRICTED STOCK UNITS**

**7.1 Awards of Restricted Stock Units**. RSUs may be issued either alone or in addition to other Awards granted under the Plan. The Committee shall determine the Eligible Individuals, to whom, and the time or times at which, grants of RSUs shall be made, the number of RSUs to be awarded, the price (if any) to be paid by a Participant, the time or times within which such Awards may be subject to forfeiture, the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards. No shares of Common Stock shall be issued at the time an Award of RSUs is made, and the Company will not be required to set aside a fund for the payment of any such Award.

**7.2 Restrictions**. Delivery of Common Stock or cash, as determined by the Committee but subject to the terms of the applicable Award Agreement, will occur upon expiration of the deferred period specified for RSUs by the Committee. The Committee may condition an Award of RSUs or the lapse of restrictions with respect to an Award of RSUs, in whole or in part, on the achievement of certain performance goals determined by the Committee in its sole discretion.

**7.3 Termination**. Except as may otherwise be expressly provided in the applicable Award Agreement, in the event of a Participant's termination of Service with the Company or any of its Affiliates for any reason, all RSUs that are not then vested shall be forfeited for no consideration; provided, that, if a Participant is terminated for Cause all RSUs, whether vested or unvested, shall terminate for no consideration on the day immediately before the date of such termination.

**7.4 Dividend Equivalents**. At the discretion of the Committee, each RSU (representing one share of Common Stock) awarded to a Participant may be credited with dividends paid in respect of one share of Common Stock ("Dividend Equivalents"). Dividend Equivalents credited to a Participant's account and attributable to any particular RSU (and earnings thereon, if applicable) shall be distributed to a Participant upon settlement of such RSU and, if such RSU is forfeited, a Participant shall have no right to such Dividend Equivalents. For the avoidance of doubt, any Dividend Equivalents paid in respect of an RSU shall be subject to the same vesting conditions as apply to the underlying Award.

**7.5 Non-Transferability**. No RSU granted under the Plan shall be Transferable by a Participant other than by will or the laws of descent and distribution, and any attempted Transfer shall be null and void ab initio and of no force or effect. Notwithstanding anything to the contrary herein, RSUs and shares of Common Stock underlying RSUs permitted to be transferred hereunder shall be subject to the transfer restrictions set forth in the Securityholders Agreement applicable to Common Stock.

**7.6 Settlement of RSUs**. Before the Company issues cash or any shares of Common Stock to a Participant pursuant to the settlement of any RSUs, at a Participant's election, the Company shall permit a Participant to make such provision, or furnish the Company such authorization, necessary or desirable so that the Company may satisfy its obligation under applicable tax laws to withhold for income or other taxes due upon or incident to such settlement.

**ARTICLE VIII RESTRICTED STOCK**

**8.1 Awards of Restricted Stock**. Shares of Restricted Stock may be issued either alone or in addition to other Awards granted under the Plan. The Committee shall determine the Eligible Individuals, to whom, and the time or times at which, grants of Restricted Stock shall be made, the number of shares to be awarded, the price (if any) to be paid by a Participant (subject to Section 8.2 hereof), the time or times within which such Awards may be subject to forfeiture, the vesting schedule and rights to acceleration thereof, and all other terms and conditions of the Awards. The Committee may condition the grant or vesting of Restricted Stock upon the attainment of specified performance targets (including one or more Performance Goals) or such other factor(s) as the Committee may determine, in its sole discretion.

**8.2 Awards and Certificates**. If required by the applicable Award Agreement, Eligible Individuals selected to receive Restricted Stock shall not have any right with respect to such Award, unless and until such Participant has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award. Further, such Award shall be subject to the following conditions:

(a) Purchase Price. The purchase price of Restricted Stock shall be fixed by the Committee. The purchase price for shares of Restricted Stock may be zero, to the extent permitted by applicable law, and, to the extent not so permitted, such purchase price may not be less than par value.

(b) Acceptance. Awards of Restricted Stock must be accepted within a period of sixty (60) days (or such shorter period as the Committee may specify at grant) after the grant date, by executing a Restricted Stock Award Agreement and by paying whatever price (if any) the Committee has designated thereunder.

(c) Legend. The Company will evidence each Participant's ownership of Restricted Stock pursuant to a designated system, such as book entries by the transfer agent. If a stock certificate for such shares of Restricted Stock is issued, such certificate shall be registered in the name of such Participant, and shall, in addition to such legends required by applicable securities laws and/or the Securityholders Agreement, bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

> "The anticipation, alienation, attachment, sale, transfer, assignment, pledge, encumbrance or charge of the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of the Hornbeck Offshore Services, Inc. (the "Company") 2020 Management Incentive Plan (as it may be amended from time to time, the "Plan") and an Agreement entered into between the registered owner and the Company dated as of _____. Copies of such Plan and Agreement are on file at the principal office of the Company."

(d) Custody. If stock certificates are issued in respect of shares of Restricted Stock, the Committee may require that any stock certificates evidencing such shares be held in custody by the Company until the restrictions thereon shall have lapsed, and that, as a condition of any grant of Restricted Stock, Participant shall have delivered a duly signed stock power or other instruments of assignment (including a power of attorney), each endorsed in blank with a guarantee of signature if deemed necessary or appropriate by the Company, which would permit Transfer to the Company of all or a portion of the shares subject to the Restricted Stock Award in the event that such Award is forfeited in whole or part or otherwise transferred to the Company.

**8.3 Restrictions and Conditions**. The shares of Restricted Stock awarded pursuant to the Plan shall be subject to the following restrictions and conditions and such other terms and conditions as may be determined by the Committee in its sole discretion:

(a) Restriction Period. A Participant shall not be permitted to Transfer shares of Restricted Stock awarded under the Plan during the period or periods set by the Committee (the "Restriction Period") commencing on the date of such Award, as set forth in the Award Agreement and such Award Agreement shall set forth a vesting schedule and any event that would accelerate vesting of the shares of Restricted Stock. Within these limits, based on Service, attainment of one or more Performance Goals and/or such other factors or criteria as the Committee may determine in its sole discretion, the Committee may condition the grant or provide for the lapse of such restrictions in installments in whole or in part, or may accelerate the vesting of all or any part of any Restricted Stock Award and/or waive the deferral limitations for all or any part of any Restricted Stock Award.

(b) Rights as a Stockholder. As a condition to receipt, or issuance, of any shares of Restricted Stock, a Participant will execute a joinder to the Securityholders Agreement designated by the Company (in the form attached to such Securityholders Agreement). Except as provided in Section 8.3(a), this Section 8.3(b) or Section 8.3(e), or as otherwise determined by the Committee in an Award Agreement, a Participant shall have, with respect to the shares of Restricted Stock, all of the rights of a holder of shares of Common Stock of the Company, including, without limitation, (i) the right to receive dividends, provided, that, the payment of any dividends in respect of such Restricted Stock shall be deferred (without interest) until, and subject to and conditioned upon, (A) the expiration of the applicable Restriction Period, and (B) the lapse of all applicable restrictions thereon (including any vesting conditions of the underlying shares of Restricted Stock), (ii) the right to vote such shares, and (iii) subject to and conditioned upon the full vesting of shares of Restricted Stock, the right to tender such shares.

(c) Termination. Unless otherwise determined by the Committee in the applicable Award Agreement or otherwise in accordance with the terms of the applicable Award Agreement and the Plan, upon a Participant's termination of Service for any reason during the relevant Restriction Period, all Restricted Stock still subject to restriction will be forfeited for no consideration

(d) Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the shares of Restricted Stock, such earned shares (and to the extent ownership of such shares is evidenced by stock certificates, the stock certificates for such shares) shall be delivered to Participant. All legends shall be removed from said certificates at the time of delivery to Participant, except as otherwise required by applicable law or other limitations imposed by the Committee. Notwithstanding the end of the Restriction Period, earned shares will remain subject to the terms of the Securityholders Agreement.

**ARTICLE IX PERFORMANCE AWARDS**

**9.1 Performance Awards**. The Committee may designate an Award (including any Restricted Stock and any Other Stock-Based Award) at grant as a Performance Award payable upon the attainment of specific Performance Goals. If the Performance Award is payable in shares of Restricted Stock, such shares shall be transferable to a Participant only upon attainment of the relevant Performance Goal in accordance with this Article IX. If the Performance Award is denominated in cash, it may be paid upon the attainment of the relevant Performance Goals either in cash, shares of Common Stock, restricted stock units, and/or in shares of Restricted Stock (based on the then current Fair Market Value of such shares), as determined by the Committee, in its sole and absolute discretion. Each Performance Award shall be evidenced by an Award Agreement in such form that is not inconsistent with the Plan and that the Committee may, from time to time, approve. If required by the Award Agreement, an Eligible Individual selected to receive Performance Awards shall not have any right with respect to such Award, unless and until such Eligible Individual has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award.

**9.2 Terms and Conditions**. Performance Awards awarded pursuant to this Article IX shall be subject to the following terms and conditions and such other terms and conditions as may be determined by the Committee in its sole discretion:

(a) Earning of Performance Award. At the expiration of the applicable performance period, the Committee shall determine the extent to which the Performance Goals established pursuant to Section 9.2(c) are achieved and the percentage of each Performance Award that has been earned and certify such results in writing.

(b) Non-Transferability. Subject to the applicable provisions of the Award Agreement and the Plan, Performance Awards may not be Transferred during the performance period. Notwithstanding anything to the contrary herein, Performance Awards and shares of Common Stock underlying Performance Awards permitted to be transferred hereunder shall be subject to the transfer restrictions set forth in the Securityholders Agreement applicable to Common Stock.

(c) Performance Goals, Formulae, or Standards. Performance Awards will be subject to the achievement of the performance goals, formulae, or standards determined by the Committee in its sole discretion.

(d) Payment. Following the Committee's determination in accordance with Section 9.2(a), the Company shall settle Performance Awards, in such form (including, without limitation, in shares of Common Stock, Restricted Stock, RSUs, and/or in cash) as determined by the Committee, in an amount equal to such Participant's earned Performance Awards. Notwithstanding the foregoing, the Committee may, in its sole discretion, award an amount less than the earned Performance Awards and/or subject the payment of all or part of any Performance Award to additional vesting, forfeiture, and deferral conditions as it deems appropriate.

(e) Termination. Subject to the applicable provisions of the Award Agreement and the Plan, upon a Participant's termination of Service for any reason during the performance period for a given Performance Award, the Performance Award in question will vest or be forfeited in accordance with the terms and conditions established by the Committee.

**ARTICLE X OTHER STOCK-BASED AND CASH-BASED AWARDS**

**10.1 Other Stock-Based Awards**. The Committee is authorized to grant to Eligible Individuals Other Stock-Based Awards that are payable in, valued in whole or in part by reference to, or otherwise based on or related to shares of Common Stock, including, but not limited to, shares of Common Stock awarded purely as a bonus and not subject to restrictions or conditions, shares of Common Stock in payment of the amounts due under an incentive or performance plan sponsored or maintained by the Company or an Affiliate, phantom stock units, stock equivalent units, SARs, RSUs, and Awards valued by reference to book value of shares of Common Stock. Other Stock-Based Awards may be granted either alone, in addition to, or in tandem with other Awards granted under the Plan. Other Stock-Based Awards may be payable in cash, shares of Common Stock, or other property valued in whole or in part by reference to shares of Common Stock.

Subject to the provisions of the Plan, the Committee shall have authority to determine the Eligible Individuals, to whom, and the time or times at which, such Awards shall be made, the number of shares of Common Stock to be awarded pursuant to such Awards, and all other conditions of the Awards. If required by the Award Agreement, an Eligible Individual selected to receive Other Stock-Based Awards shall not have any right with respect to such Award, unless and until such Eligible Individual has delivered a fully executed copy of the Award Agreement evidencing the Award to the Company, to the extent required by the Committee, and has otherwise complied with the applicable terms and conditions of such Award.

**10.2 Terms and Conditions**. Other Stock-Based Awards made pursuant to this Article X shall be subject to the terms of the Plan, including the following terms and conditions, and such other terms and conditions as may be determined by the Committee in its sole discretion:

(a) Non-Transferability. Subject to the applicable provisions of the Award Agreement and the Plan, shares of Common Stock subject to Awards made under this Article X may not be Transferred prior to the date on which the shares are issued, or, if later, the date on which any applicable restriction, performance, or deferral period lapses. Notwithstanding anything to the contrary herein, Other Stock-Based Awards and shares of Common Stock underlying Other Stock-Based Awards permitted to be transferred hereunder shall be subject to the transfer restrictions set forth in the Securityholders Agreement applicable to Common Stock.

(b) Vesting. Any Award under this Article X and any Common Stock covered by any such Award shall vest or be forfeited to the extent so provided in the Award Agreement, as determined by the Committee in its sole discretion.

(c) Price. Common Stock issued on a bonus basis under this Article X may be issued for no cash consideration. Common Stock purchased pursuant to a purchase right awarded under this Article X shall be priced as determined by the Committee in its sole discretion.

**10.3 Other Cash-Based Awards**. The Committee may from time to time grant Other Cash-Based Awards to Eligible Individuals in such amounts, on such terms and conditions (subject to the terms of the Plan), and for such consideration, including no consideration or such minimum consideration as may be required by applicable law, as it shall determine in its sole discretion. Other Cash-Based Awards may be granted subject to the satisfaction of vesting conditions or may be awarded purely as a bonus and not subject to restrictions or conditions, and if subject to vesting conditions, the Committee may accelerate the vesting of such Awards at any time in its sole discretion. The grant of an Other Cash-Based Award shall not require a segregation of any of the Company's assets for satisfaction of the Company's payment obligation thereunder.

**ARTICLE XI ADJUSTMENTS UPON CHANGES IN CAPITALIZATION**

**11.1** The existence of the Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize (a) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (b) any merger or consolidation of the Company or any of its Affiliates,

(a) any issuance of bonds, debentures, preferred or prior preference stock ahead of or affecting the Common Stock, (d) the dissolution or liquidation of the Company or any of its Affiliates, (e) any sale or transfer of all or part of the assets or business of the Company or any of its Affiliates, or (f) any other corporate act or proceeding.

**11.2** Subject to the provisions of Section 11.1 hereof:

(a) In the event any recapitalization, forward or reverse split, reorganization, merger, consolidation,spin-off, combination, repurchase, or exchange of shares of Common Stock or other securities, any stock dividend or other special and nonrecurring dividend or distribution (whether in the form of cash, securities, or other property), liquidation, dissolution, or other similar transactions or events (including a Change of Control), affects the shares of Common Stock such that the Committee (acting reasonably and in good faith) determines that an adjustment is appropriate in order to prevent dilution or enlargement of the rights of Participants under the Plan, then the Committee shall make an equitable or substitution adjustment in (i) the number and kind of shares of Common Stock deemed to be available thereafter for grants of Awards under the Plan, (ii) the number and kind of shares of Common Stock that may be delivered or deliverable in respect of outstanding Awards, and/or (iii) the exercise price of outstanding Options; provided, however, that the manner of any such equitable adjustment shall be determined in the good faith discretion of the Committee. In addition, the Committee shall have discretion to make the foregoing types of adjustments, as well as any adjustments to any performance goals, targets or measures with respect to any Award, and as to all other matters it deems relevant, as it may determine to be equitable in other types of events, including in the event of an acquisition or disposition of any of the businesses of the Company or its Affiliates occurring after the date of grant of any Award. Any adjustments made pursuant to this Section 11.2 shall be determined in a manner consistent with Section 409A of the Code, to the extent so required.

(b) Fractional shares of Common Stock resulting from any adjustment in Awards pursuant to Section 11.1 or this Section 11.2 shall be aggregated until, and eliminated at, the time of exercise or payment by rounding-down for fractions less than one-half (1/2) and rounding-up for fractions equal to or greater than one-half (1/2). No cash settlements shall be required with respect to fractional shares eliminated by rounding. Notice of any adjustment shall be given by the Committee to each Participant whose Award has been adjusted and such adjustment (whether or not such notice is given) shall be effective and binding for all purposes of the Plan.

**ARTICLE XII UNFUNDED STATUS OF PLAN**

**12.1 The Plan is intended to constitute an "unfunded" plan for incentive and deferred compensation**. With respect to any payment as to which a Participant has a fixed and vested interest, but which are not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any right that is greater than those of a general unsecured creditor of the Company and the Company shall not be required to establish any fund or make any other segregation of assets to assure satisfaction of the Company's obligations under the Plan.

**ARTICLE XIII GENERAL PROVISIONS**

**13.1 Compliance with Securities Laws.**

(a) The Committee may require, in its sole discretion, as a condition to the exercise of any Option hereunder or the settlement in shares of Common Stock of any RSU hereunder, that either (i) the Company shall have obtained a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the issuance of the shares of Common Stock to be issued upon such grant, exercise or settlement shall be effective and current at the time of grant, exercise or settlement, or (ii) there is an exemption from registration under the Securities Act for the issuance of the shares of Common Stock upon such grant, exercise or settlement. Nothing herein shall be construed as requiring the Company to register the issuance of the shares of Common Stock subject to any Award under the Securities Act or to keep any registration statement effective or current.

(b) The Committee may require, in its sole discretion, as a condition to the receipt of an Award or the exercise or settlement of any Award hereunder, that a Participant execute and deliver to the Company customary representations and warranties, in form, substance and scope reasonably satisfactory to the Committee, which representations and warranties the Committee reasonably determines are necessary in connection with qualifying for an exemption from the registration requirements of the Securities Act, applicable state securities laws or satisfying other legal requirements.

(c) In addition, if at any time the Committee shall determine, in good faith, that the listing or qualification of the shares of Common Stock subject to any Award on any securities exchange or under any applicable law, or the consent or approval of any governmental agency or regulatory body, is necessary or desirable as a condition to, or in connection with, the granting of an Award or the issuance of shares of Common Stock thereunder, such Award may not be granted and such Award may not be exercised or settled (as applicable) in whole or in part unless such listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

**13.2 Award Agreements**. Each Award shall be evidenced by an appropriate Award Agreement which shall be duly executed by the Company and a Participant, and which shall contain such terms, provisions, and conditions as may be determined by the Committee. In the event of a conflict between the terms of the Award Agreement and the Plan, the terms of the Award Agreement shall govern.

**13.3 No Fractional Shares**. In no case may a fraction of a share of Common Stock be purchased or issued under the Plan.

**13.4 Rights as a Stockholder**. Except as otherwise determined by the Committee in an Award Agreement, the holder of an Option or other Award shall not be deemed for any purpose, nor have any of the rights or privileges of, a stockholder of the Company in respect of any shares of Common Stock purchasable upon the exercise of any part of an Option or deliverable in respect of such other Award unless, until and to the extent that (a) such holder has signed a joinder to the Securityholders Agreement designated by the Company (in the form attached to such Securityholders Agreement), (b) in the case of an Option, such Option shall have been exercised pursuant to its terms, (c) the Company shall have issued and delivered such shares to such holder, and (d) the holder's name shall have been entered as a stockholder of record with respect to such shares on the books of the Company. For the avoidance of doubt, no shares of Common Stock will be delivered or issued in respect of an Award unless and until Participant, or Participant's Legal Representative, as applicable, has signed a joinder to the Securityholders Agreement.

**13.5 No Right to Service**. Neither the Plan nor the grant of any Award hereunder shall confer on any Participant any right with respect to continuance of Service with the Company or any of its Affiliates, or interfere in any way with any right of the Company or any of its Affiliates to terminate a Participant's Service at any time for any reason whatsoever or for no reason, without liability to the Company or any of its Affiliates.

**13.6 Amendments and Termination of the Plan**. The Committee may, at any time, alter, amend, suspend, discontinue, or terminate this Plan; provided, however, that no such action shall adversely affect the rights of any Participant with respect to Awards previously granted hereunder without such Participant's express written consent. The power of the Committee to construe and administer any Award granted under the Plan prior to the termination or suspension of the Plan nevertheless shall continue after such termination or during such suspension. The Committee may not, at any time, alter, amend, suspend, discontinue, waive, or terminate Section 2.2(a) or Section 2.2(c), or the terms of any Emergence Award, in a way that adversely affects the rights of any MIP Participant who would otherwise be eligible to benefit from such section, without such Participant's written consent.

**13.7 Legends; Payment of Expenses**. The Company may endorse such legend or legends upon the certificates for shares of Common Stock issued upon exercise or settlement of an Award under the Plan and may issue such "stop transfer" instructions to its transfer agent in respect of such shares as it determines, in its discretion, to be necessary or appropriate to (a) prevent a violation of, or to qualify for an exemption from, the registration requirements of the Securities Act and any applicable state securities laws, or (b) implement the provisions of the Plan or any agreement between the Company and a Participant with respect to such shares of Common Stock.

**13.8 No Assignment of Benefits**. No Award or other benefit payable under the Plan shall, except as otherwise specifically provided by law or permitted by the Committee, be Transferable in any manner, and any attempt to Transfer any such benefit shall be void, and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any Person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such Person. Shares received in satisfaction of any Award are subject to the terms and conditions of the Securityholders Agreement.

**13.9 Other Requirements**. Notwithstanding anything herein to the contrary, as a condition to the receipt of shares of Common Stock pursuant to an Award under the Plan, to the extent required by the Committee, a Participant shall execute and deliver documentation that shall set forth certain restrictions on Transferability of the shares of Common Stock acquired upon exercise, purchase or settlement, and such other terms as the Committee shall from time to time establish.

**13.10 Right to Repurchase**. The provisions set forth in this Section 13.10 shall apply until the occurrence of an Initial Public Offering. Except as set forth in an Award Agreement, the following shall apply:

(a) **Right to Repurchase.**

(i) In the case of any Participant whose Service terminates for any reason (including, without limitation, death, Disability, retirement, voluntary resignation or termination, or involuntary termination with or without Cause), the Company shall have the right (but not the obligation) to repurchase from a Participant (or any successor in interest by purchase, gift, or other mode of transfer) some or all shares of Common Stock issued (or issuable in respect of vested but unsettled Awards) to a Participant under the Plan for a repurchase price (the "Repurchase Price") equal to the Fair Market Value of the shares of Common Stock on the date of the Repurchase Notice ("Determination Date") by delivering written notice to such Participant (the "Repurchase Notice") as set forth in this Section 13.10; provided, that, the Repurchase Price may be subject to adjustment subject to Section 13.10(c).

(ii) The Company's right to repurchase shall be exercisable by the Company at any time within either (A) the six (6)-month period following the termination of a Participant's Service with the Company or any of its Affiliates for any reason (including, without limitation, death, Disability, retirement, voluntary resignation or termination, or involuntary termination with or without Cause) or (B) the six (6)-month period following any vesting of an Option or portion thereof, in each case, which vests following a Qualifying Termination (such period, the "Repurchase Period"). The Company must (x) deliver the Repurchase Notice to such Participant during the Repurchase Period, and (y) tender payment of the Repurchase Price of such shares of Common Stock to a Participant within thirty (30) days of the delivery of such written notice.

(b) The closing of the transactions contemplated by this Article XIII will take place on the date designated in the Repurchase Notice, which date will not be more than ninety (90) days after the delivery of such notice. The Company will pay for the shares of Common Stock to be purchased by delivery of a check payable to the holder of such shares of Common Stock.

(c) Notwithstanding the foregoing clause (b), if the repurchase would violate the terms of the Company's credit agreements with third parties, the ninety (90) day period described herein shall be tolled until such repurchase would no longer result in violation of any such credit agreement, and the Company shall have thirty (30) days following such date to repurchase the shares of Common Stock subject to the Repurchase Notice, and to account for such delay as contemplated by this Section 13.10(c), the Repurchase Price for such shares of Common Stock shall be the greater of the Fair Market Value of such shares on (i) the Determination Date and (ii) the date of the closing of the transactions contemplated by this Article XIII. The Company shall make commercially reasonable efforts to ensure that such credit agreements with third parties include sufficient baskets to accommodate the foregoing repurchases.

**13.11 Section 409A of the Code**. The Plan is intended to comply with the applicable requirements of Section 409A of the Code and shall be limited, construed, and interpreted in accordance with such intent. To the extent that any Award is subject to Section 409A of the Code, it shall be structured in a manner that will comply with or be exempt from Section 409A of the Code, including proposed, temporary, or final regulations or any other guidance issued by the Secretary of the Treasury and the Internal Revenue Service with respect thereto. The Company shall have no liability to a Participant, or any other Person, if an Award that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt therefrom or compliant therewith or for any action taken by the Committee or the Company and, in the event that any amount or benefit under the Plan becomes subject to penalties under Section 409A of the Code, responsibility for payment of such penalties shall rest solely with the affected Participants and not with the Company. Notwithstanding any contrary provision in the Plan or Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) that are otherwise required to be made under the Plan to a "specified employee" (as defined under Section 409A of the Code) as a result of such employee's "separation from service" (as defined under Section 409A of the Code, and excluding any payments that are not subject to Section 409A of the Code) shall be delayed for the first six (6) months following such separation from service (or, if earlier, the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award Agreement) upon expiration of such six (6)-month delay period. Furthermore, notwithstanding any contrary provision of the Plan or Award Agreement, any payment of "nonqualified deferred compensation" (within the meaning of Section 409A of the Code) under the Plan that may be made in installment shall be treated as a right to receive a series of separate and distinct payments.

**13.12 Governing Law; Construction**. The Plan, any Award Agreement and the actions taken in connection therewith, and all related matters shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of law provisions. Neither the Plan nor any Award Agreement shall be construed or interpreted with any presumption against the Company by reason of the Company causing the Plan or any Award Agreement to be drafted. Whenever from the context it appears appropriate, any term stated in either the singular or plural shall include the singular and plural, and any term stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter.

**13.13 Jurisdiction; Waiver of Jury Trial**. Any suit, action, or proceeding with respect to the Plan or any Award Agreement, or any judgment entered by any court of competent jurisdiction in respect of any thereof, shall be resolved only in the courts of the State of Delaware or the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, the Company and each Participant shall irrevocably and unconditionally (a) submit in any proceeding relating to the Plan or any Award Agreement, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of Delaware, the court of the United States of America for the District of Delaware, and appellate courts having jurisdiction of appeals from any of the foregoing, and agree that all claims in respect of any such Proceeding shall be heard and determined in such Delaware State court or, to the extent permitted by law, in such federal court, (b) consent that any such Proceeding may and shall be brought in such courts and waives any objection that the Company and each Participant may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agree not to plead or claim the same, (c) waive all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to the Plan or any Award Agreement, (d) agree that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party, in the case of a Participant, at Participant's address shown in the books and records of the Company or, in the case of the Company, at the Company's principal offices, attention General Counsel, and (e) agree that nothing in the Plan shall affect the right to effect service of process in any other manner permitted by the laws of the State of Delaware.

**13.14 Severability of Provisions**. The invalidity, illegality, or unenforceability of any provision in the Plan, any Award, or Award Agreement shall not affect the validity, legality, or enforceability of any other provision, all of which shall be valid, legal, and enforceable to the fullest extent permitted by applicable law.

**13.15 Modification for Grants Outside the United States**. The Board or the Committee may, without amending the Plan, determine the terms and conditions applicable to grants to individuals who are foreign nationals or employed outside the United States in a manner otherwise inconsistent with the Plan if the Board or the Committee deems such terms and conditions necessary in order to recognize differences in local law or regulations, tax policies, or customs.

**13.16 Successors and Assigns**. The Plan and any applicable Award Agreement(s) shall be binding on all successors and permitted assigns of a Participant, including, without limitation, the estate of such Participant and the executor, administrator, or trustee of such estate.

**13.17 Headings and Captions**. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

**13.18 Effective Date and Term of Plan**. The Plan shall become effective on the effective date of the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization (the "Effective Date"). No awards shall be granted under the Plan after the tenth (10th) anniversary of the Effective Date, but all outstanding Awards granted on or prior to such date will continue in effect thereafter subject to the terms thereof and of the Plan.

**13.19 Withholding**. A Participant may be required to pay to the Company or any Affiliate, and, subject to Section 409A of the Code, the Company or any Affiliate shall have the right and is hereby authorized to withhold, from any Award, from any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant, the amount (in cash, shares, other securities, other Awards, or other property), any applicable withholding taxes in respect of an Award, its exercise, or any payment or transfer under an Award or under the Plan, and to take such other action(s) as may be reasonably necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes.

**ARTICLE XIV DEFINITIONS**

**14.1 Definitions**. For purposes of the Plan, the following terms shall be defined as set forth below:

(a) "**Affiliate**" of any specified Person means (i) each other Person who, directly or indirectly, controls, is controlled by, or is under common control with such specified Person and (ii) each Affiliated Fund of such specified Person. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract or otherwise; provided, that, in any event, any business in which the Company has any direct or indirect ownership interest shall be treated as an Affiliate of the Company.

(b) "**Affiliated Fund**" of any Permitted Holder means a fund, pooled investment vehicle, managed account (including separately managed accounts), or other entity now or hereafter existing that is (i) directly or indirectly controlled by one or more general partners or managing members, or any Affiliates of such general partners or managing members, of such Permitted Holder, or (ii) otherwise, directly or indirectly, managed or advised by such Permitted Holder or the entity that manages or advises such Permitted Holder.

(c) "**Ares**" means ASOF HOS GP LLC, on behalf of certain investment vehicles.

(d) "**Award**" means any Option, Stock Appreciation Right, Restricted Stock Unit, Restricted Stock, Performance Award, Other Stock-Based Award, or Other Cash-Based Award granted under the Plan.

(e) "**Award Agreement**" means the written or electronic agreement setting forth the terms and conditions applicable to an Award.

(f) "**Board**" or "**Board of Directors**" means the Board of Directors of the Company.

(g) "**Cause**" shall have the meaning ascribed to such term in any employment agreement between a Participant and the Company or any of its Affiliates, if applicable, or in the absence of any such employment (or similar) agreement, "Cause" means a Participant has (i) refused to carry out any reasonable and lawful direction from the Board or from such

Participant's supervisor (other than a failure resulting from Participant's inability to carry out directions due to physical or mental illness), (ii) materially breached any restrictive covenants by which such Participant is bound, (iii) demonstrated gross negligence or misconduct in the execution of a Participant's assigned duties, (iv) been indicted for, convicted of, or entered a plea of guilty or nolo contendere to (A) any felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty, or fraud, (v) failed to cooperate with a bona fide internal investigation or an investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, (vi) committed an act of embezzlement, fraud, or any other act of material dishonesty relating to a Participant's Service with the Company, or (vii) willfully destroyed or failed to preserve documents or other materials known to be relevant to such investigation or the induced others to fail to cooperate or to produce documents or other materials in connection with such investigation. Any determination of Cause by the Committee will not be made until a Participant has been given written notice detailing the specific event constituting such Cause and a period of fifteen (15) days following receipt of such notice to cure such event (if susceptible to cure).

(h) "**Change of Control**" means the occurrence of one (1) or more of the following events following the Effective Date: (i) any "person," as such term is used in Sections 13(d) of the Exchange Act (other than the Company, any of its Affiliates, a Permitted Holder, or any trustee or other fiduciary holding securities under any employee benefit plan of the Company), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), by way of merger, consolidation, recapitalization, reorganization, or otherwise, directly or indirectly, of securities of the Company representing sixty-five percent (65%) or more of the combined voting power of the Company's then outstanding securities (on a fully-diluted basis, assuming exercise of all Jones Act Warrants, (ii) the sale or other disposition by the Company of all or substantially all of its assets in one or more transactions other than (A) to an Affiliate of the Company or a Permitted Holder or (B) in connection with a spinoff or similar corporate transaction involving an Affiliate of the Company, Permitted Holder or then current shareholder(s), or (iii) a transaction or series of transactions following which the Permitted Holder(s) collectively, in the aggregate, cease to own thirty-five percent (35%) or more of the securities in the Company; provided, that, a Change of Control shall not be deemed to have occurred so long as a Permitted Holder continues to own at least thirty-five percent (35%) of securities of the Company. For the avoidance of doubt, the Permitted Holders' sell-down of their securities in the Company following an Initial Public Offering, to the extent it meets the threshold set forth in the foregoing clause (iii), can trigger a Change of Control thereunder. Notwithstanding the foregoing, with respect to any Award that is characterized as "nonqualified deferred compensation" within the meaning of Section 409A of the Code, an event shall not be considered to be a Change of Control under the Plan for purposes of payment of such Award unless such event is also a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code; for the avoidance of doubt, whether a transaction constitutes a Change of Control for purposes of triggering the grant of Special RSUs under Section 2.2(c) shall be determined without regard to the foregoing Section 409A of the Code limitation.

(i) "**Code**" means the Internal Revenue Code of 1986, as amended, and any successor thereto.

(j) "**Committee**" means (i) the Compensation Committee of the Board, or such other committee as may be appointed by the Compensation Committee or the Board or (ii) in the absence of any such committee, the Board.

(k) "**Common Stock**" means the common stock, par value $0.00001 per share, of the Company, and any shares or capital stock for or into such common stock hereafter is exchanged, converted, reclassified or recapitalized by the Company.

(l) "**Debtors**" means Hornbeck Offshore Services, Inc., a Delaware Corporation, and certain of its subsidiaries.

(m) "**Disability**" shall have the meaning ascribed to such term in any employment agreement between a Participant and the Company or any of its Affiliates, if applicable, or in the absence of any such employment (or similar) agreement, "Disability" means a permanent and total disability within the meaning of Section 22(e)(3) of the Code, provided, that, such condition is also a "disability" within the meaning of Section 409A(a)(2)(C) of the Code.

(n) "**Eligible Individual**" shall have the meaning set forth in Section 1.1 hereof.

(o) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

(p) "**Fair Market Value**" means, as of any applicable date, the fair market value of one share of Common Stock (or other such security, as applicable) as determined by the Board in good faith; provided, that, any determination of the Fair Market Value of the Common Stock (or other such security, as applicable) by the Board pursuant to the Plan shall be based on the proportionate share of the aggregate equity value of the Company (as a whole) attributable to all securities of the Company that are of the same class as such security; provided, further, that for purposes of Section 13.10, the "Fair Market Value" shall exclude any discounts for lack of liquidity, marketability, minority interest, or any related discounts; provided, further, that if shares of Common Stock are readily tradable on a national securities exchange or other market system, "Fair Market Value" means the volume-weighted average trading price of the shares during the trailing ten (10) trading days immediately preceding the date of grant or the date of calculation, as the case may be, on the stock exchange or over the counter market on which the shares are principally trading during such trailing ten (10)-day period.

(q) "**Good Reason**" shall have the meaning ascribed to such term in any employment agreement between a Participant and the Company or any of its Affiliates, if applicable, or in the absence of any such employment (or similar) agreement, "Good Reason" means, without a Participant's express written consent, the occurrence of any of the following events:

(i) a reduction by the Company of a Participant's base salary; or

(ii) any relocation by the Company of a Participant's principal place of Service by more than fifty (50) miles from such Participant's principal place of Service immediately before such relocation.

Notwithstanding the foregoing, no termination will constitute a resignation for Good Reason unless, (A) Participant notifies the Company in writing detailing the specific circumstances alleged to constitute Good Reason within thirty (30) days of the first occurrence of such circumstances, (B) Participant cooperates in good faith with the Company's efforts to remedy the alleged circumstances for a period not less than thirty (30) days following such notice (the "Cure Period"), (C) the Company fails to cure such events in all material respects during the Cure Period, and (D) Participant terminates his or her Service with the Company within thirty (30) days following the end of the Cure Period.

(r) "**Highbridge**" means Highbridge Capital Management, LLC on behalf of certain of the funds it manages.

(s) "**Initial Public Offering**" means an initial underwritten public offering the Common Stock of the Company (or any successor thereto formed for the purpose of pursuing an initial public offering) pursuant to an effective registration statement filed with the United States Securities and Exchange Commission (or any successor form).

(t) "**Jones Act Warrants**" means Warrants, as defined in that certain Jones Act Warrant Agreement, dated as of September 4, 2020, by and between Hornbeck Offshore Services, Inc. and American Stock Transfer & Trust Company.

(u) "**Legal Representative**" means the executor, administrator, or other Person who at the time is entitled by law to exercise the rights of a deceased or incapacitated Participant with respect to an Award granted under the Plan.

(v) "**MIP Participant**" means executives, senior management, and certain consultants and advisors (excludingnon-employee directors) of the Company or any of its Affiliates.

(w) "**Non-Qualified Stock Option**" means any Option other than an incentive stock option as defined in Section 422 of the Code and any successor thereto.

(x) "**Option**" means any stock option to purchase shares of Common Stock granted to Eligible Individuals pursuant toArticle V of the Plan.

(y) "**Other Cash-Based Award**" means an Award granted pursuant toSection 10.3 hereof and payable and/or denominated in cash at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

(z) "**Other Stock-Based Award**" means an Award granted pursuant toArticle X of the Plan that is valued in whole or in part by reference to, or is payable in or otherwise based on or denominated in, Common Stock at such time or times and subject to such terms and conditions as determined by the Committee in its sole discretion.

(aa) "**Parent**" shall have the same meaning as "parent corporation" as defined in Section 424(e) of the Code.

(bb) "**Participant**" means an Eligible Individual who has been selected by the Committee to participate in the Plan and to whom an Award has been granted pursuant to the Plan.

(cc) "**Performance Award**" means an Award granted to a Participant pursuant to Article IX of the Plan contingent upon achieving certain Performance Goals.

(dd) "**Performance Goals**" means goals established by the Committee as contingencies for Awards to vest and/or become exercisable or distributable.

(ee) "**Permitted Holder**" means any of Ares, Whitebox, and Highbridge, their respective Affiliates, and their respective funds, managed accounts, and related entities managed by any of them or their respective Affiliates, or wholly-owned Subsidiaries of the foregoing.

(ff) "**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency, or political subdivision thereof, or any other entity or organization.

(gg) "**Plan**" shall have the meaning ascribed to such term in Section 1.1.

(hh) "**Qualifying Termination**" means a Participant's termination of Service by the Company without Cause or by a Participant for Good Reason.

(ii) "**Restricted Stock**" means an Award of shares of Common Stock under the Plan that is subject to restrictions under Article VIII of the Plan.

(jj) "**Restricted Stock Unit**" or "**RSU**" means a right granted to an Eligible Individual pursuant to Article VII of the Plan to receive Common Stock or cash, as determined by the Committee, at the end of a specified period, which right may also be conditioned, in whole or in part, on the satisfaction of specified performance or other criteria.

(kk) "**Section 409A of the Code**" means, collectively, Section 409A of the Code, as amended, and the regulations and guidance promulgated thereunder.

(ll) "**Service**" means a Participant's service as an employee, director, or consultant of the Company or any of its Affiliates, as applicable.

(mm) "**Stock Appreciation Right**" or "**SAR**" means a right to receive an amount of cash and/or shares equal to the excess of (i) the Fair Market Value of a share of Common Stock on the date such right is exercised over (ii) the aggregate base price of such right, as provided in Article VI hereof.

(nn) "**Securityholders Agreement**" means that certain Securityholders Agreement, dated as of September 4, 2020 by and among the Company and the holders of the Company's outstanding Common Stock and warrants to purchase Common Stock, as the same may thereafter be amended from time to time in accordance with its terms.

(oo) "**Subsidiary**" means any company (whether a corporation, partnership, joint venture, or other form of entity) in which the Company has a direct or indirect "controlling interest," within the meaning of Treas. Reg. Section 1.409A-1(b)(5)(ii)(E)(1).

(pp) "**TEV**" means total enterprise value, which shall be reasonably determined by the Board in good faith as the sum of (i) the Fair Market Value of a share of Common Stock, multiplied by the number of shares of Common Stock then-outstanding, calculated on a fully-diluted basis (but excluding for this purpose, any Options or warrants (including Jones Act Warrants) with an exercise price less than the Fair Market Value of a share of Common Stock on the date of the applicable transaction), plus (ii) an amount equal to the then-principal amount of all the Company's then-outstanding interest-bearing debt, minus the then-total balance sheet cash or cash equivalents, plus (iii) the Fair Market Value of all preferred stock of the Company, calculated on a fully-diluted basis, plus (iv) the aggregate amount of cash dividends or distributions made to, or redemptions from, the Company's equityholders with respect to their equity holdings in the Company before the effective date of the Change of Control.

(qq) "**Transfer**" means: (i) when used as a noun, any direct or indirect transfer, sale, assignment, pledge, hypothecation, encumbrance or other disposition (including the issuance of equity in any entity), whether for value or no value and whether voluntary or involuntary (including by operation of law), and (ii) when used as a verb, to directly or indirectly transfer, sell, assign, pledge, encumber, charge, hypothecate or otherwise dispose of (including the issuance of equity in any entity) whether for value or for no value and whether voluntarily or involuntarily (including by operation of law). "Transferred" and "Transferable" shall have a correlative meaning.

(rr) "**Whitebox**" means Whitebox Advisors LLC, on behalf of certain managed funds.

**EXHIBIT A**

**Emergence Awards**

**EXHIBIT B**

**Form of Emergence Restricted Stock Unit Award Agreement**

**EXHIBIT C**

**Form of Emergence Option Award Agreement**

**Exhibit 10.3**

**FIRST AMENDMENT TO THE**
**2020 MANAGEMENT INCENTIVE PLAN**
**OF**
**HORNBECK OFFSHORE SERVICES, INC**.

This **FIRST AMENDMENT TO THE 2020 MANAGEMENT INCENTIVE PLAN OF HORNBECK OFFSHORE SERVICES INC.**(this **"*Amendment*")** is made effective as of the 8th day of February, 2022 by the Board of Directors (the**"*Board*"**) of Hornbeck Offshore Services, Inc. (the **"*Company*"**).

**WHEREAS**, the Company sponsors the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc. (the**"*Plan*"**).

**WHEREAS**, pursuant to Section 13.6 of the Plan, the Board may at any time amend the provisions of the Plan;

**WHEREAS**, the Company desires to amend the Plan to change the definition of Change of Control under the Plan.

**NOW, THEREFORE**, the Board hereby amends the Plan as follows:

1. Section 14.1(h) shall be amended to read in its entirety as follows:

**Change of Control**. Unless otherwise provided for in an Award or Award Agreement, means the occurrence of one (1) or more of the following events following the Effective Date: (i) any "person," as such term is used in Sections 13(d) of the Exchange Act (other than the Company, any of its Affiliates, a Permitted Holder, or any trustee or other fiduciary holding securities under any employee benefit plan of the Company), becoming the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), by way of merger, consolidation, recapitalization, reorganization, or otherwise, directly or indirectly, of securities of the Company representing sixty-five percent (65%) or more of the combined voting power of the Company's then outstanding securities (on a fully-diluted basis, assuming exercise of all Jones Act Warrants, (ii) the sale or other disposition by the Company of all or substantially all of its assets in one or more transactions other than (A) to an Affiliate of the Company or a Permitted Holder or (B) in connection with a spinoff or similar corporate transaction involving an Affiliate of the Company, Permitted Holder or then current shareholder(s), or (iii) a transaction or series of transactions following which the Permitted Holder(s) collectively, in the aggregate, cease to own thirty-five percent (35%) or more of the securities in the Company; provided, that, a Change of Control shall not be deemed to have occurred so long as a Permitted Holder continues to own at least thirty-five percent (35%) of securities of the Company. For the avoidance of doubt, the Permitted Holders' sell-down of their securities in the Company following an Initial Public Offering, to the extent it meets the threshold set forth in the foregoing clause (iii), can trigger a Change of Control thereunder. Notwithstanding the foregoing, with respect to any Award that is characterized as "nonqualified deferred compensation" within

the meaning of Section 409A of the Code, an event shall not be considered to be a Change of Control under the Plan for purposes of payment of such Award unless such event is also a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code; for the avoidance of doubt, whether a transaction constitutes a Change of Control for purposes of triggering the grant of Special RSUs under Section 2.2(c) shall be determined without regard to the foregoing Section 409A of the Code limitation.

**Exhibit 10.6**

***EXECUTION VERSION***

***Confidential***

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of September 4, 2020, by and between Hornbeck Offshore Operators, LLC, a Delaware limited liability company (the "Company"), and Todd M. Hornbeck, an individual (the "Executive"). This Agreement shall become effective on the effective date of the Company's Plan of Reorganization (such date, the "Effective Date"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in Section 22.

**WHEREAS**, the Executive and the Company are party to that certain Amended and Restated Senior Employment Agreement (as amended from time to time, the "Original Agreement"), which this Agreement will replace and supersede in its entirety, effective as of the Effective Date;

**WHEREAS**, the Executive is currently employed as the President and Chief Executive Officer of the Company and also serves as Chairman of the Board (as defined below) of the Company; and

**WHEREAS**, the Company and the Executive desire to enter into this Agreement to set out the terms and conditions for the continued employment relationship of the Executive with the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Term**. The Company agrees to continue to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to continue to be so employed, commencing as of the Effective Date and ending on the fourth (4th) anniversary of the Effective Date (the "Initial Term"). On the last day of the Initial Term and on each one (1)-year anniversary thereof, the term of this Agreement shall be automatically extended for an additional one (1)-year period, unless either party hereto elects not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to any such renewal date. Notwithstanding the foregoing, the Executive's employment hereunder may be earlier terminated in accordance with Section 4 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder is referred to herein as the "Term." Upon any termination of the Executive's employment with the Company, the Executive shall be deemed to have resigned from all positions with the Company and all of its Subsidiaries.

2. **Positions and Duties**.

(a) During the Term, the Executive shall serve as the President and Chief Executive Officer of the Company and as Chairman of the Board of the Company. In these capacities, the Executive shall have the duties, authorities and responsibilities generally commensurate with the duties, authorities and responsibilities of persons serving in similar capacities in similarly sized and situated companies, and such other duties, authorities and responsibilities as the Board of Directors of the Company (the "Board") shall designate from time

to time that are not inconsistent with the Executive's positions. For so long as the Executive serves as the Chief Executive Officer of the Company, the Executive will have the right to proffer the first name nominated for consideration and vote by the Board with respect to the chairman of any committees of the Board (other than the Compensation Committee); provided, however, that if the Executive does not do so within fifteen (15) days after being given the opportunity in writing, such nominations may be proffered by any other director, in accordance with the terms set forth in Section 2.1(d)(iii) of the Company's Securityholders Agreement; provided further that any breach of this provision will not constitute Good Reason for purposes of this Agreement. The Executive shall report directly to the Board.

(b) The Executive shall devote substantially all of the Executive's business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company; provided, that, the Executive shall be entitled to: (i) serve as a member of the board of directors (or equivalent governing body) of, or advisor to, (A) the entities listed on Exhibit A attached hereto and (B) such other entities that are not Competitive Enterprises, subject to the Executive providing prior written notice to the Board, (ii) serve on civic, charitable, educational, religious, public interest or public service boards, and (iii) manage the Executive's personal and family investments, in each case, to the extent such activities do not interfere, individually or in the aggregate, with the performance of the Executive's duties and responsibilities hereunder or create a business or fiduciary conflict; and provided, further, that, the Company acknowledges and agrees that the Executive's roles and responsibilities with respect to both (I) the Third Amended and Restated Trade Name and Trademark License Agreement, dated as of the Effective Date, and entered into by and between HFR, LLC, a Texas limited liability company ("HFR"), and the Company (the "Trademark License Agreement"), and (II) the Amended and Restated Facilities Use Agreement, dated as of the Effective Date, by and between Larry D. Hornbeck and Hornbeck Offshore Services, Inc., a Delaware corporation (the "Facilities Use Agreement"), shall not, under any circumstances, be deemed to create a potential business or fiduciary conflict.

(c) The Executive's principal place of employment will continue to be in Covington, Louisiana; provided, that, the Executive may be required to travel from time to time for business purposes.

3. **Compensation and Benefits**.

(a) Base Salary. During the Term, the Company shall pay to the Executive a base salary at an annual rate of not less than $637,500, in substantially equal installments in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive's base salary shall be subject to annual review by the Compensation Committee of the Board (the "Committee") and may be increased, but not decreased, from time to time by the Committee. The base salary as determined herein and adjusted from time to time shall constitute "Base Salary" for purposes of this Agreement.

(b) Annual Bonus. During each fiscal year during the Term, the Executive shall be eligible to participate in the Company's annual bonus plan, as established by the Committee and in effect from time to time for its senior executives, and will be paid a cash annual bonus under such plan (the "Annual Bonus"), to the extent earned based on performance against reasonably obtainable objective performance criteria. The performance criteria for each fiscal year shall be determined by the Committee, after consultation with the CEO, no later than ninety (90) days

following the commencement of the applicable fiscal year. The Executive's target Annual Bonus opportunity for each fiscal year shall equal 100% of the Executive's annualized Base Salary for that fiscal year (the "Target Bonus"). The Executive's actual Annual Bonus for each fiscal year will equal a percentage of the Target Bonus, determined as follows: (i) 100% of the Target Bonus, if target levels of performance for that fiscal year are achieved; (ii) 50% of the Target Bonus, if threshold levels of performance for that fiscal year are achieved; (iii) 200% of the Target Bonus, if maximum levels of performance for that fiscal year are achieved; and (iv) a percentage of the Target Bonus determined in accordance with the plan, if performance for that fiscal year is in between threshold, target and maximum levels of performance. Unless otherwise determined by the Committee, the Executive will not earn an Annual Bonus if threshold levels of performance are not achieved. The Executive's Annual Bonus for each fiscal year shall be determined by the Committee after the end of the applicable fiscal year and shall be paid to the Executive when bonuses for such fiscal year are paid to other senior executives of the Company generally, but in no event later than seventy-four (74) days following the end of such fiscal year, subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned. In carrying out its functions under this Section 3(b), the Committee shall at all times act reasonably and in good faith.

(c) Benefit Plans. During the Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its employees generally and/or for the benefit of its senior executives as in effect from time to time, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder; provided, however, that the Company shall make commercially reasonable efforts to ensure that any health insurance benefit plan will not provide for a preexisting condition limitation. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(d) Business Expenses. The Executive is authorized to incur reasonable business expenses in carrying out the Executive's duties and responsibilities under this Agreement. The Executive shall be promptly reimbursed for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Term, subject to and in accordance with the Company's expense reimbursement policy as in effect from time to time.

(e) Automobile. During the Term, the Company shall continue to provide the Executive with an automobile and pay for such automobile's auto insurance, maintenance, and fuel; provided, that, the Executive shall pay all taxes related to the Executive's personal use of the automobile.

4. **Termination of Employment; Severance**.

(a) General. The Executive's employment and the Term shall terminate upon the earliest to occur of (i) the Executive's death, (ii) a termination by the Company due to the Executive's Disability, (iii) a termination by the Company with or without Cause, (iv) a termination by the Executive with or without Good Reason, and (v) the expiration of the Term (the date of such termination, the "Termination Date"). On the Termination Date, the Executive's role as (A) an officer of any member of the Company Group, (B) a member of the Board or similar body of any member of the Company Group and (C) a fiduciary of any Company Group benefit

plan shall be deemed to have terminated, in each case, to the extent applicable and the Executive shall confirm the foregoing by submitting to the Company a written confirmation of such resignations upon request by the Board; provided, that, the foregoing shall not modify or diminish in any way the rights and/or remedies otherwise available to the Executive in connection with such termination.

(b) Termination Due to the Executive's Death or Disability. The Executive's employment and the Term shall terminate automatically upon the Executive's death. The Company may terminate the Executive's employment and the Term upon a final determination as to the occurrence of the Executive's Disability (with such determination made, for the avoidance of doubt, in accordance with the definition of Disability set forth below), with such termination to be effective ten (10) days following the date on which the Company provides written notice to the Executive of such determination in accordance with this Agreement and of such termination. Upon a termination of the Executive's employment and the Term due to the Executive's death or Disability, the Executive's estate or the Executive, as applicable, shall be entitled to the following:

(i) payment of any earned but unpaid Base Salary through the Termination Date, no later than sixty (60) days following the Termination Date (or such earlier date as may be required by applicable law);

(ii) payment of any earned but unpaid Annual Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, to be paid in accordance with Section 3(b) (the "Prior Year Bonus");

(iii) payment in lieu of any earned but unused vacation time in accordance with Company policy as in effect from time to time;

(iv) all other payments, benefits, or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement, payable in accordance therewith;

(v) reimbursement for any unreimbursed business expenses incurred through the Termination Date, in accordance with Section 3(d) (with the payments and benefits described in subparagraphs (i), (ii), (iii), (iv) and (v) hereof, collectively, the "Accrued Benefits");

(vi) a pro-rata portion of the Annual Bonus for the fiscal year in which the Termination Date occurs, determined by multiplying (A) the Annual Bonus that the Executive would have received for such fiscal year, based on actual performance (provided, that, any subjective performance goals will be deemed satisfied at target levels), by (B) a fraction, (I) the numerator of which is the number of calendar days that the Executive was employed with the Company during the fiscal year in which the Termination Date occurs, and (II) the denominator of which is the total number of calendar days in the fiscal year in which the Termination Date occurs, which amount shall be paid in accordance with Section 3(b); provided, however, that, for the avoidance of doubt, the requirement in Section 3(b) that payment of the Annual Bonus be subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned shall not apply (the "Pro-Rata Bonus"); and

(vii) subject to the Executive timely electing to continue the Executive's coverage, reimbursement for the employer portion of the monthly cost of maintaining medical, dental and/or vision benefits for the Executive under a group health plan of the Company for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended, "COBRA"), based on the premium rate in effect on the Termination Date (the "Benefit Payment"), until the earlier to occur of (A) twelve (12) months following the Termination Date and (B) the date the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms. The first installment of the Benefit Payment shall be paid on the sixtieth ($60^{th}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay.

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following a termination of the Executive's employment due to death or Disability, except as set forth in this Section 4(b), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company for Cause. The Company may terminate the Executive's employment at any time for Cause, effective upon delivery to the Executive of written notice of such termination. If the Executive's employment is terminated by the Company for Cause, the Executive shall be entitled only to the Accrued Benefits, exclusive, for the avoidance of doubt, of the Prior Year Bonus (if any), which shall be forfeited upon a termination for Cause.

Following the termination of the Executive's employment by the Company for Cause, except as set forth in this Section 4(c), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company Without Cause, Termination by the Executive for Good Reason or Termination Due to the Company's Non-Renewal of the Term. The Company may terminate the Executive's employment at any time without Cause, effective upon delivery to the Executive of written notice of such termination. The Executive may terminate the Executive's employment for Good Reason by providing the Company written notice in the manner set forth below. In the event that the Executive's employment is terminated by the Company without Cause (other than due to the Executive's death or Disability), by the Executive for Good Reason or due to the Company's non-renewal of the Term (each, a "Qualifying Termination"), in each case, subject to Section 4(g) below, the Executive shall be entitled to:

(i) the Accrued Benefits;

(ii) if the Qualifying Termination occurs at least halfway through the applicable fiscal year, thePro-Rata Bonus;

(iii) an amount equal to two andone-half (2.5) (the "Severance Multiple") times the sum of the Executive's (A) Base Salary, at the rate in effect as of the Termination Date, and (B) Target Bonus, at the rate in effect as of the Effective Date (provided, that, if the Qualifying Termination is due to the Executive's termination of employment for Good Reason caused, in whole or in part, by a reduction in the Executive's Base Salary and/or Target Bonus, or if the Executive would have had grounds to terminate the Executive's employment for Good Reason on such basis at the time of a Qualifying

Termination, each such amount shall be included in the foregoing calculation at the rate in effect prior to any decrease thereof) (the "Cash Severance"), which amount shall be payable in equal monthly installments over the twenty-four (24) month period following the Termination Date, provided, that, the first installment shall be paid on the sixtieth (60th) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay; and

(iv) the Benefit Payment, which shall be an aggregate amount equal to thirty (30) months of Benefit Payments, payable over the twenty-four (24)-month period following the Termination Date, or, if earlier, until the date on which the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms (with the payments described in subparagraphs (ii), (iii), and (iv) hereof, collectively, the "Severance Benefits").

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Payments and benefits provided in this Section 4(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

Following the termination of the Executive's employment due to a Qualifying Termination, except as set forth in this Section 4(d), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(e) Change of Control Qualifying Termination. This Section 4(e) shall apply if (i) the Executive's Qualifying Termination occurs during the two (2)-year period immediately following a Change of Control, or (ii) the Executive is terminated by the Company without Cause within the six (6)-month period immediately prior to a Change of Control (each, a "Change of Control Qualifying Termination"). To the extent a Change of Control Qualifying Termination occurs and the Executive is already receiving the benefits described in Section 4(d) in accordance with the terms thereof, the Executive shall no longer be eligible for the benefits described in Section 4(d) and instead shall be entitled exclusively to all of the benefits provided in this Section 4(e); provided, that, the benefits set forth under this Section 4(e) shall be reduced by any payments and benefits that the Executive already received in accordance with the terms of Section 4(d). For the avoidance of doubt, there shall be no duplication of the benefits under Section 4(d). If any such Change of Control Qualifying Termination occurs, the Executive (or the Executive's estate, if the Executive dies after such termination and execution of the Release (as defined in Section 4(g)) but before receiving such amount) shall receive the benefits set forth in Section 4(d), except that (A) the Severance Multiple shall be (I) five (5), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, on or prior to the first anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (II) three and one-half (3.5), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the first anniversary, but on or prior to the second anniversary, of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; and (III) as set forth in Section 4(d)(iii), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the second anniversary of the Effective

Date, and a Change of Control Qualifying Termination occurs in connection therewith; (B) the Pro-Rata Bonus set forth in Section 4(d)(ii) shall be payable regardless of when in the applicable fiscal year the Termination Date occurs (*i.e.*, the Pro-Rata Bonus shall be payable even if the Termination Date occurs prior to the midpoint of the applicable fiscal year), and the amount of such Pro-Rata Bonus shall be determined based on deemed achievement of all performance criteria at target levels; and (C) the Pro-Rata Bonus, Cash Severance and Benefit Payment will be payable in a lump sum. For the avoidance of doubt, the Company's reorganization as of the Effective Date will not constitute a Change of Control.

(f) Termination by the Executive Without Good Reason or Due to the Executive's Non-Renewal of the Term. The Executive may terminate the Executive's employment without Good Reason by providing sixty (60) days' prior written notice to the Company or by electing not to renew the Term in accordance with Section 1 hereof. Upon receipt of such notice, the Company may, in its sole discretion, remove the Executive's title and require that the Executive not attend the workplace, perform any duties or contact any clients, suppliers or employees of the Company or any associated persons through the Termination Date ("the Garden Leave Period"); provided, that, for the avoidance of doubt, the foregoing restriction shall not prohibit the Executive from contacting employees for logistical or human resources purposes, in each case relating to the transition of the Executive's duties and/or termination of his employment, attending the workplace for purposes of removing the Executive's personal effects from the workplace (as reasonably permitted by the Company), or performing other ministerial tasks as required by the Company; and provided, further, that, during the Garden Leave Period, the Company shall continue to (i) pay to the Executive the Base Salary and (ii) provide to the Executive the existing benefits in accordance with the terms of the applicable plans. Upon the Executive's voluntary termination of employment without Good Reason, the Executive shall be entitled only to the Accrued Benefits. For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following any such termination of the Executive's employment, except as set forth in this Section 4(f), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(g) Release of Claims, Continued Compliance. Notwithstanding any provision herein to the contrary, the payment and provision of the Severance Benefits pursuant to Section 4(d) or Section 4(e) shall be conditioned upon the Executive's execution, delivery to the Company and non-revocation of the general release of claims substantially in the form attached hereto as Exhibit B (the "Release") (and the expiration of any revocation period contained in such Release) within sixty (60) days following the Termination Date, as well as the Executive's acknowledgement of, and the Executive's material compliance with, the Executive's obligations under Section 6, as further outlined in this paragraph below. If the Executive fails to execute the Release in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60)-day period, or timely revokes such release following its execution, the Executive shall not be entitled to any of the Severance Benefits. If the period of time during which the Executive may consider the Release begins in one calendar year and ends in the next calendar year, any amounts payable under this Section 4 that are contingent upon the execution and non-revocation of the Release shall be paid as soon as practicable in the second calendar year (provided, that, the Release has become effective and non-revocable), even if the Release first became effective and non-revocable in the first calendar year. Notwithstanding any provision in this Agreement to the contrary, if the Executive materially breaches any of the covenants contained in Section 6 while receiving the Severance Benefits under Section 4(d), the Company shall have the

right, but not the obligation, to cease providing such Severance Benefits under Section 4(d); provided, that such material breach has a substantial detrimental impact on the Company or could reasonably be expected to have a substantial detrimental impact on the Company as determined by the Board in good faith; provided, further, that a material breach of Section 6 can only occur for purposes of this Section 4(g) (and otherwise, without limiting any other remedies with respect thereto) if (i) the Company provides the Executive with written notice of the circumstances constituting the alleged material breach of such covenants within ninety (90) days after becoming aware of such circumstances and (ii) the alleged breach, if curable (which includes any commercial relationship resulting from such prohibited conduct), has not been cured within fifteen (15) days after receipt of the written notice described in clause (i) above.

(h) No Offset. In the event of termination of the Executive's employment for any reason, the Executive shall be under no obligation to seek other employment, and there shall be no offset against amounts due to the Executive on account of any remuneration or benefits provided by any subsequent employment the Executive may obtain. The Company's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or any other member of the Company Group may have against the Executive for any reason.

5. **Section 280G of the Code**.

(a) Shareholder Approval Exemption. If the Company is eligible for the shareholder vote exemption at the time of a Change of Control, the Company will subject the Executive's payments to a shareholder vote in accordance with Treasury Regulation Section 1.280G-1 and recommend approval thereof; provided, that, the Executive cooperates with all reasonable and customary requests in connection with such vote, including execution of any required documentation in connection therewith.

(b) Best-Net Cutback. Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company Group to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Internal Revenue of Code of 1986, as amended (the "Code"), and would, but for this Section 5, be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under subparagraph (i) above is less than the amount under subparagraph (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, and foreign income, employment, and excise taxes.

(c) Method of Reduction. The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code; provided, that, (i) cash payments shall be reduced before non-cash payments; and (ii) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(d) Determination. Any determination required under this Section 5, including whether any payments or benefits are parachute payments, shall be made in the sole discretion of a nationally recognized, independent accounting or consulting firm selected and paid for by the Company using reasonable assumptions on the Executive's tax rates (as determined by such firm). The Executive shall provide the Company with such information and documents as the Company and such accounting firm may reasonably request in order to make a determination under this Section 5. The parties shall cooperate to the extent necessary to reduce the Excise Tax, including determining "reasonable compensation" under Sections 280G and 4999 of the Code (which may involve the valuation of the Executive's non-compete obligations). The firm's determination shall be final and binding on the Executive and the Company absent manifest error.

6. **Restrictive Covenants**. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Confidential Information and will occupy a position of trust and confidence with respect to the affairs and business of the Company Group. The Executive further acknowledges that (I) the Executive performs services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company Group; (II) the Executive has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group; (III) in the course of the Executive's employment by a competitor, the Executive inevitably would use or disclose such Confidential Information; (IV) members of the Company Group have substantial relationships with their customers, and the Executive has had and will continue to have access to these customers; and (V) the Executive has received and will receive specialized training from the Company and other members of the Company Group. Accordingly, the Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Confidential Information and to protect the Company Group against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that would result in serious adverse consequences for the Company Group:

(a) Confidentiality. During the Executive's employment and at all times thereafter, the Executive shall not, directly or indirectly, use, make available, sell, copy, disseminate, transfer, communicate or otherwise disclose any Confidential Information, other than as authorized in writing by the Company or within the scope of the Executive's duties with the Company as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the term "Confidential Information" shall not include, and the provisions of this Section 6(a) shall not apply to, information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided, that, to the extent permissible, the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information); or (iv) was owned by the Executive and/or any of the Executive's Affiliates and used by the Company (x) pursuant to the Trademark License Agreement or the Facilities Use Agreement or (y) as listed on Schedule 1 hereto.

(b) Materials. The Executive will use Confidential Information only for normal and customary use in the Company's business, as determined reasonably and in good faith by the Company. The Executive will return to the Company all Confidential Information and copies thereof and all other property of the Company or any other member of the Company Group at any time upon the request of the Company and in any event immediately after termination of the Executive's employment. The Executive agrees to identify and return to the Company any copies of any Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 6 shall prevent the Executive from retaining a home computer (provided all Confidential Information has been removed), papers and other materials of a personal nature, including diaries, calendars and contact lists (excluding customer lists), information relating to the Executive's compensation or relating to reimbursement of expenses, information obtained in the Executive's capacity as an investor in the Company or any of its Affiliates or in his separate capacity in any other commercial relationship, information that may be needed for tax purposes, and copies of plans, programs and agreements relating to the Executive's employment.

(c) Non-Competition; Non-Solicitation.

(i) During the Restricted Period, the Executive shall not, directly or indirectly: (A) solicit, service, or assist any other individual, person, firm, or other entity in soliciting or servicing, any Customer for the purpose of providing and/or selling any products that are provided and/or sold by any member of the Company Group, or performing any services that are performed by any member of the Company Group, or performing any services or providing and/or selling any products that any member of the Company Group proposed to initiate performing, selling or providing during the twelve (12)-month period immediately preceding the Termination Date, based on active discussions with the Board that occurred during such twelve (12)-month period, as evidenced by existing memoranda, Board minutes or other written correspondence, and only to the extent the Company Group was capable of pursuing such proposals as a business and financial matter; (B) interfere with or damage any relationship and/or agreement between any member of the Company Group and any Customer; or (C) associate (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor, director or otherwise) with any Competitive Enterprise; provided, however, that (x) the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as the Executive's direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity, and (y) the exercise of any rights or remedies of the Executive or any of his Affiliates under any other agreements with the Company or any of its Affiliates, including, without limitation, the Trademark License Agreement and the Facilities Use Agreement, will not be deemed to be a breach of this Section 6(c). The Executive acknowledges that this covenant has a unique, very substantial, and immeasurable value to the Company, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force, and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(ii) During the Restricted Period, the Executive shall not solicit, entice, persuade, or induce any individual who is employed or engaged by any member of the Company Group (or who was so employed or engaged within six (6) months immediately preceding the Executive's Termination Date) to terminate or refrain from continuing such employment or engagement or to become employed by or enter into contractual relations with any other individual or entity other than a member of the Company Group, and the Executive shall not hire, directly or indirectly, on the Executive's behalf or on behalf of any other person, as an employee, consultant, or otherwise, any such person.

(d) Mutual Non-Disparagement. The Executive agrees not to, at any time, make negative comments about or otherwise disparage any member of the Company Group or any officer, director, employee, shareholder, agent or product of any member of the Company Group, other than to officers, employees, or directors of the Company Group in the good faith performance of the Executive's duties to the Company while the Executive is employed by the Company. The Company agrees that it will direct the senior officers of the Company and its Subsidiaries as of the Termination Date and the members of the Board as of the Termination Date to refrain from making negative comments about the Executive or otherwise disparaging the Executive in any manner, including by making or issuing any official public statements or press releases disparaging the Executive. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) Inventions.

(i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, works of authorship, and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to or improved with the use of any Company Group resources and/or within the scope of the Executive's work with the Company, or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company Group, and that are made or conceived by the Executive, solely or jointly with others, during the Term, or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time, shall belong exclusively to the Company Group (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the "Inventions"). The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them upon the termination of the Term, or upon the Company's earlier written request. The Executive irrevocably conveys, transfers and assigns to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Term, make such applications, sign such papers, take all rightful oaths and perform all other acts as may be requested from time to time by

the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company, and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(iii) 18 U.S.C. Section 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. Section 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. Section 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(iv) The term "intellectual property," as used in this Section 6(e), expressly includes all intellectual property, except for any trade names and trademarks owned by HFR and licensed to the Company pursuant to the Trademark License Agreement.

(f) Conflicting Obligations and Rights. The Executive agrees to inform the Company of any apparent conflicts between the Executive's work for the Company and any obligations the Executive may have to preserve the confidentiality of another's proprietary information or related materials before using the same on the Company's behalf. The Company shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

(g) Reasonableness of Restrictive Covenants. In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 6 hereof. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the other members of the Company Group and their Confidential Information, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and the other members of the Company Group, and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 6. It is also agreed that each member of the Company Group will have the right to enforce all of the Executive's obligations to any other member of the Company Group under this Agreement, including, without limitation, pursuant to this Section 6.

(h) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) Enforcement. The Executive acknowledges that, in the event of any breach or threatened breach of this Section 6, the business interests of the Company and the other members of the Company Group might be irreparably injured, the full extent of the damages to the Company and the other members of the Company Group might be impossible to ascertain, monetary damages might not be an adequate remedy for the Company and the other members of the Company Group, and the Company will be entitled to seek to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement.

7. **Cooperation**. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that, while employed by the Company and thereafter, the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, other members of the Company Group and their respective representatives, in defense of any claims that may be made against the Company or any other member of the Company Group, and will assist the Company and other members of the Company Group in the prosecution of any claims that may be made by the Company or any other member of the Company Group, to the extent that such claims are based on facts occurring during the Executive's employment with the Company (collectively, the "Claims"). During the pendency of any litigation or other proceeding involving Claims, the Executive shall not communicate with anyone (other than the Executive's attorneys and tax and/or financial advisors**,** and except to the extent that the Executive determines in good faith is necessary in connection with the performance of the Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any other member of the Company Group without, to the extent legally permitted to do so, giving prior written notice to the Company or the Company's counsel. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by the Executive in complying with thisSection 7. The Company shall cooperate with the Executive on the timing and location of the Executive's cooperation and use its good faith efforts to limit any travel or interference with the Executive's other professional commitments. In addition, following the Executive's termination of employment, to the extent the Executive is not receiving any Severance Benefits in respect of such post-termination period, the Executive shall be compensated for the time spent for such cooperation at an hourly rate determined based on the Executive's Base Salary at the rate in effect as of the Termination Date.

8. **Whistleblower Protection; Protected Activity**.

(a) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede the Executive (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures, and the Executive shall not be required to notify the Company that such reports or disclosures have been made.

(b) The Executive hereby acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit the Executive from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean (i) filing a charge, complaint or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, and the National Labor Relations Board (the "Government Agencies"); or (ii) any rights the Executive

may have under Section 7 of the National Labor Relations Act or equivalent state law to engage in concerted protected activity or to discuss the terms of employment or working conditions with or on behalf of coworkers, or to bring such issues to the attention of the Board at any time. The Executive understands that, in connection with such Protected Activity, the Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, the Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the relevant Government Agencies. The Executive further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement.

9. **Notices**. All notices, demands, requests or other communications, which may be or are required to be given or made by any party to any other party pursuant to this Agreement, shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by e-mail or facsimile transmission, addressed as follows:

(a) If to the Company:

HORNBECK OFFSHORE OPERATORS, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga
EVP, General Counsel & Chief Compliance Officer
E-Mail: samuel.giberga@hornbeckoffshore.com

with a copy (which shall not constitute notice) to:

WINSTEAD PC
24 Waterway Ave., Suite 500
The Woodlands, Texas 77380
Attention: R. Clyde Parker, Jr., Shareholder
E-Mail: cparker@winstead.com

(b) If to the Executive:

Address last shown on the Company's books and records

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. **Severability**. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law. If any term or provision of this Agreement is found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

11. **Survival**. It is the express intention and agreement of the parties hereto that the provisions ofSections 5 through 22 shall survive the termination of employment of the Executive. In addition, all obligations of the Company to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

12. **No Assignments**. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (a) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder; and (b) the rights and obligations of the Company hereunder shall be assignable and delegable to an Affiliate or in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company, or similar transaction involving the Company or a successor corporation. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

13. **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

14. **Amendments; Modifications; Waivers**. No provision of this Agreement may be amended, modified, waived or discharged, unless such amendment, modification, waiver or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time unless such waiver specifically states that it is to be construed as a continuing waiver.

15. **Section Headings; Inconsistency**. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control, unless otherwise expressly provided.

16. **Governing Law**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Louisiana (but not including any choice of law rule that would cause the laws of another jurisdiction to apply).

17. **Dispute Resolution**. Each of the parties hereto irrevocably and unconditionally (a) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY OTHER MEMBER OF THE COMPANY GROUP, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), whether such Proceeding is based on contract, tort or otherwise; (b) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or its address as provided in Section 9; and (c) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by applicable law.

18. **Entire Agreement; Advice of Counsel**. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein, and supersedes and replaces all other agreements related to the subject matter hereof of, including, without limitation, the Original Agreement. The Executive acknowledges that, in connection with the Executive's entry into this Agreement, the Executive was advised, or had the opportunity to be advised, by an attorney of the Executive's choice on the terms and conditions of this Agreement, including, without limitation, on the application of Section 409A of the Code on the payments and benefits payable or to be paid to the Executive hereunder.

19. **Counterparts**. This Agreement may be executed (including by email with scan attachment) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

20. **Withholding**. The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

21. **Section 409A of the Code**.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A of the Code"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A of the Code and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to attempt to comply with Section 409A of the Code through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A of the Code. To the extent that any provision hereof is modified in order to comply with Section 409A of the Code, such modification shall be made in good faith and shall, to the

maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A of the Code. For the sake of clarity, the Company shall have no obligation to indemnify the Executive for liabilities incurred as a result of Section 409A of the Code.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code, and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If the Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A of the Code payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A of the Code. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 22(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum with interest at the prime rate as published in *The Wall Street Journal* on the first business day following the date of the "separation from service," and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive; (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Section 409A of the Code, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

22. **Definitions**.

(a) "Affiliate" means any entity controlled by, in control of, or under common control with, the Company.

(b) "Cause" shall be limited to the following events: (i) the Executive's conviction of either (A) a felony involving moral turpitude or (B) any crime in connection with the Executive's employment that causes the Company Group a substantial detriment (in each case, excluding traffic offenses); (ii) actions or inactions by the Executive that clearly are contrary to the best interests of the Company Group and the express directives of the Board; provided, that, such actions or inactions by the Executive cause the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (iii) the Executive's willful failure to take actions permitted by law and necessary to implement policies of the Board that the Board has communicated to him in writing; provided, that, such policies that are reflected in minutes of a Board meeting attended in its entirety by the Executive shall be deemed communicated to the Executive to the extent the Executive received a copy of such minutes from the Secretary or the General Counsel of the Company promptly following approval by the Board; (iv) the Executive's continued failure to attend to his material duties as an executive officer of the Company Group following the Executive's receipt of written notice from the Board of such failure; provided, that, such failure by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (v) the Executive's commission of an act of fraud or material act of dishonesty or misappropriation involving the Company Group; (vi) the Executive's willful violation of law or gross negligence that is substantially detrimental to the Company; (vii) the material breach or material violation by the Executive of this Agreement or any other written agreement with a member of the Company Group, or any material violation of any written policy of the Company Group; provided, that, such material breach or material violation by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; or (viii) the Executive's habitual use of illicit drugs or habitual abuse of alcohol that, in the reasonable good faith opinion of the Board, renders the Executive unfit to serve as an officer of the Company Group. If any determination of habitual use or substantial dependence under clause (viii) is disputed by the Executive, the parties hereto agree to abide by the decision of a panel of three (3) physicians appointed in the manner specified in Section 22(h) of the Agreement. For purposes of this "Cause" definition, no action or inaction will be considered "willful" or will constitute "gross negligence", if the Executive had a reasonable, good faith belief that such action or inaction was in the best interests of the Company Group. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for "Cause" hereunder, unless (A) written notice stating the basis for the termination is provided to the Executive, and (B) with the exception of clause (i) of this paragraph, the Executive is given ten (10) business days to cure the neglect or conduct that is the basis of such claim, to the extent curable.

(c) "Change of Control" has the meaning set forth in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.

(d) "Company Group" means the Company and each of its Subsidiaries and Affiliates.

(e) "Competitive Enterprise" means the offshore transportation of refined and unrefined petroleum products, offshore towing, offshore supply vessel services, anchor handling and towing services, well stimulation vessel services, well-test services, offshore pipeline remediation services, ROV support services, offshore construction services, and other services required in the offshore construction, energy exploration and production industry and in specialty services in coastal waters in the Restricted Area.

(f) "Confidential Information" means all non-public information concerning trade secrets, know-how, software, developments, inventions, processes, technology, designs, financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media, including any of the foregoing relating to research, operations, finances, current and proposed products and services, vendors, customers, advertising and marketing, and other non-public, proprietary and confidential information of the Company Group. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company competes, and information or knowledge possessed by the Executive prior to the Executive's employment by the Company shall not be considered Confidential Information.

(g) "Customer" means any person, firm, corporation or other entity whatsoever to whom the Company or its Subsidiaries provided or actively sought to provide services or sold or actively sought to sell any products within a twelve (12)-month period on, before, or after the Executive's Termination Date.

(h) "Disability" means that the Executive is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of at least three (3) months under any long term disability plan maintained by the Company that covers the Executive. In the absence of such a long term disability plan, "Disability" means the inability of the Executive, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, to perform the duties required of him under this Agreement for a period of at least ninety (90) days in any one (1)-year period. Upon such determination, the Board may terminate the Executive's employment under this Agreement, subject to providing ten (10) days' prior written notice. The Executive agrees, in the event of any dispute hereunder as to whether a Disability exists, the parties hereto agree to abide by the decision of a panel of three (3) physicians. The Executive and the Board shall each appoint one member to the panel, and the third member of the panel shall be appointed by the other two members. The Executive agrees to make himself available for, and submit to examinations by, such physicians as may be directed by the Board. Failure to submit to any such examination shall constitute a breach of a material part of this Agreement. This Section 22(h) shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws.

(i) "Good Reason" means, unless otherwise agreed to in writing by the Executive, (i) any material diminution in the Executive's titles, duties, responsibilities, status or authorities with the Company or any of its material operating Subsidiaries; (ii) a material reduction in the Executive's Base Salary or Target Bonus; (iii) a relocation of the Executive's primary place of employment to a location more than thirty-five (35) miles farther from the Executive's primary residence than the current location of the Company's offices in Louisiana as of the Effective Date; or (iv) a material breach by the Company of this Agreement or any other agreement between the Company and the Executive. In order to invoke a termination for Good Reason, (A) the Executive must provide written notice within forty-five (45) days of the Executive becoming aware of the occurrence of any event of "Good Reason," (B) the Company must fail to cure such event within thirty (30) days of the giving of such notice, and (C) the Executive must terminate employment within forty-five (45) days following the expiration of the Company's cure period.

(j) "Restricted Area" means (i) the United States or (ii) any other country in which the Company Group conducts or takes concrete, active steps to conduct the Competitive Enterprise during the Executive's employment or service with the Company Group during the Restricted Period, as evidenced by existing memoranda, Board minutes or other written correspondence.

(k) "Restricted Period" means the period commencing on the Effective Date and ending twenty-four (24) months following the Executive's Termination Date.

(l) "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement or have caused this Agreement to be duly executed and delivered on their behalf.

**HORNBECK OFFSHORE OPERATORS, LLC**

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

**EXECUTIVE**

/s/ Todd M. Hornbeck
Todd M. Hornbeck

**SCHEDULE 1**
**CONFIDENTIAL INFORMATION**

**EXHIBIT A**
**OUTSIDE BOARD MEMBERSHIP**

**EXHIBIT B**
**GENERAL RELEASE**

I, **Todd M. Hornbeck**, in consideration of payment by Hornbeck Offshore Operators, LLC (together with its Subsidiaries, the "Company") of the amounts set forth in Section 4[(d)][(e)][1] of the Employment Agreement, dated as of Steptember 4, 2020 (the "Agreement"), do hereby release and forever discharge, as of the date hereof, the Company and its Affiliates and all of their respective present, former and future managers, directors, officers, employees, successors and assigns of the Company and its Affiliates and direct or indirect owners[, (which, for the avoidance of doubt, shall include the Permitted Holders (as defined in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.))] (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. My employment with the Company terminated as of [Date], and I hereby resign from any position as an officer, member of the board of managers or directors (as applicable) or fiduciary of the Company or any other member of the Company Group (or reaffirm any such resignation that may have already occurred). I understand that any payments or benefits paid or granted to me under Section 4 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 4 of the Agreement, unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. I understand and agree that such payments and benefits are subject to my continued material compliance with Section 6 of the Agreement (as more fully set forth in the Agreement) during the period in which I am paid the Severance Benefits pursuant to Section 4[(d)][(e)][2] of the Agreement, which (as noted below) expressly survive my termination of employment and the execution of this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy, or arrangement maintained or hereafter established by the Company or its Affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date on which I execute this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties, which I, my spouse, or any of my heirs, executors, administrators or assigns may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim, or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age

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1 Note to Draft: To specify applicable termination section.
2 Note to Draft: To specify applicable termination section.

Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; Sections 23:301 to 23:369 of the Louisiana Revised Statutes; Article 2315 of the Louisiana Civil Code; the Louisiana Workers' Compensation Act; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees, incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (a) any right to the Accrued Benefits or any Severance Benefits to which I am entitled under Section 4[(d)][(e)][3] of the Agreement, (b) any rights I have under Section 4(e) of the Agreement in the event a Qualifying Termination becomes a Change of Control Qualifying Termination, (c) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, or (d) my rights as an equity or security holder in the Company or its Affiliates.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver

[3] Note to Draft: To specify applicable termination section.

is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that I will forfeit all amounts payable by the Company pursuant to the Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement on or after the termination of my employment.

9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal, or other counsel of the Company as required by law.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity.

11. I hereby acknowledge that Sections 5 through 22 of the Agreement shall survive my execution of this General Release.

12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it, but I nonetheless shall continue to be bound by this General Release in all respects.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(i) I HAVE READ IT CAREFULLY;

(ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

(iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(iv) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(v) I HAVE HAD AT LEAST **TWENTY-ONE (21)** DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE TO CONSIDER IT AND THE CHANGES MADE SINCE MY RECEIPT OF THIS GENERAL RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED TWENTY-ONE (21)-DAY PERIOD;

(vi) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(vii) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(viii) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED:_____ DATED:_____

**Exhibit 10.7**

***EXECUTION VERSION***

***Confidential***

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of September 4, 2020, by and between Hornbeck Offshore Operators, LLC, a Delaware limited liability company (the "Company"), and James O. Harp, Jr., an individual (the "Executive"). This Agreement shall become effective on the effective date of the Company's Plan of Reorganization (such date, the "Effective Date"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in Section 22.

**WHEREAS**, the Executive and the Company are party to that certain Amended and Restated Employment Agreement (as amended from time to time, the "Original Agreement"), which this Agreement will replace and supersede in its entirety, effective as of the Effective Date;

**WHEREAS**, the Executive is currently employed as the Executive Vice President and Chief Financial Officer of the Company; and

**WHEREAS**, the Company and the Executive desire to enter into this Agreement to set out the terms and conditions for the continued employment relationship of the Executive with the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Term**. The Company agrees to continue to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to continue to be so employed, commencing as of the Effective Date and ending on the fourth (4th) anniversary of the Effective Date (the "Initial Term"). On the last day of the Initial Term and on each one (1)-year anniversary thereof, the term of this Agreement shall be automatically extended for an additional one (1)-year period, unless either party hereto elects not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to any such renewal date. Notwithstanding the foregoing, the Executive's employment hereunder may be earlier terminated in accordance with Section 4 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder is referred to herein as the "Term." Upon any termination of the Executive's employment with the Company, the Executive shall be deemed to have resigned from all positions with the Company and all of its Subsidiaries.

2. **Positions and Duties**.

(a) During the Term, the Executive shall serve as the Executive Vice President and Chief Financial Officer of the Company. In these capacities, the Executive shall have the duties, authorities and responsibilities generally commensurate with the duties, authorities and responsibilities of persons serving in similar capacities in similarly sized and situated companies, and such other duties, authorities and responsibilities as the Chief Executive Officer ("CEO") of the Company shall designate from time to time that are not inconsistent with the Executive's positions. The Executive shall report directly to the CEO .

(b) The Executive shall devote substantially all of the Executive's business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company; provided, that, the Executive shall be entitled to: (i) serve as a member of the board of directors (or equivalent governing body) of, or advisor to, (A) the entities listed on Exhibit A attached hereto and (B) such other entities that are not Competitive Enterprises, subject to the Executive providing prior written notice to the Board of Directors of the Company (the "Board"), (ii) serve on civic, charitable, educational, religious, public interest or public service boards, and (iii) manage the Executive's personal and family investments, in each case, to the extent such activities do not interfere, individually or in the aggregate, with the performance of the Executive's duties and responsibilities hereunder or create a business or fiduciary conflict.

(c) The Executive's principal place of employment will continue to be in Covington, Louisiana; provided, that, the Executive may be required to travel from time to time for business purposes.

3. **Compensation and Benefits**.

(a) Base Salary. During the Term, the Company shall pay to the Executive a base salary at an annual rate of not less than $360,000, in substantially equal installments in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive's base salary shall be subject to annual review by the Compensation Committee of the Board (the "Committee") and may be increased, but not decreased, from time to time by the Committee. The base salary as determined herein and adjusted from time to time shall constitute "Base Salary" for purposes of this Agreement.

(b) Annual Bonus. During each fiscal year during the Term, the Executive shall be eligible to participate in the Company's annual bonus plan, as established by the Committee and in effect from time to time for its senior executives, and will be paid a cash annual bonus under such plan (the "Annual Bonus"), to the extent earned based on performance against reasonably obtainable objective performance criteria. The performance criteria for each fiscal year shall be determined by the Committee, after consultation with the CEO, no later than ninety (90) days following the commencement of the applicable fiscal year. The Executive's target Annual Bonus opportunity for each fiscal year shall equal 100% of the Executive's annualized Base Salary for that fiscal year (the "Target Bonus"). The Executive's actual Annual Bonus for each fiscal year will equal a percentage of the Target Bonus, determined as follows: (i) 100% of the Target Bonus, if target levels of performance for that fiscal year are achieved; (ii) 50% of the Target Bonus, if threshold levels of performance for that fiscal year are achieved; (iii) 200% of the Target Bonus, if maximum levels of performance for that fiscal year are achieved; and (iv) a percentage of the Target Bonus determined in accordance with the plan, if performance for that fiscal year is in between threshold, target and maximum levels of performance. Unless otherwise determined by the Committee, the Executive will not earn an Annual Bonus if threshold levels of performance are not achieved. The Executive's Annual Bonus for each fiscal year shall be determined by the Committee after the end of the applicable fiscal year and shall be paid to the Executive when bonuses for such fiscal year are paid to other senior executives of the Company generally, but in no event later than seventy-four (74) days following the end of such fiscal year, subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned. In carrying out its functions under this Section 3(b), the Committee shall at all times act reasonably and in good faith.

(c) Benefit Plans. During the Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its employees generally and/or for the benefit of its senior executives as in effect from time to time, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder; provided, however, that the Company shall make commercially reasonable efforts to ensure that any health insurance benefit plan will not provide for a preexisting condition limitation. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(d) Business Expenses. The Executive is authorized to incur reasonable business expenses in carrying out the Executive's duties and responsibilities under this Agreement. The Executive shall be promptly reimbursed for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Term, subject to and in accordance with the Company's expense reimbursement policy as in effect from time to time.

(e) Automobile. During the Term, the Company shall continue to provide the Executive with an automobile and pay for such automobile's auto insurance, maintenance, and fuel; provided, that, the Executive shall pay all taxes related to the Executive's personal use of the automobile.

4. **Termination of Employment; Severance**.

(a) General. The Executive's employment and the Term shall terminate upon the earliest to occur of (i) the Executive's death, (ii) a termination by the Company due to the Executive's Disability, (iii) a termination by the Company with or without Cause, (iv) a termination by the Executive with or without Good Reason, and (v) the expiration of the Term (the date of such termination, the "Termination Date"). On the Termination Date, the Executive's role as (A) an officer of any member of the Company Group, (B) a member of the Board or similar body of any member of the Company Group and (C) a fiduciary of any Company Group benefit plan shall be deemed to have terminated, in each case, to the extent applicable and the Executive shall confirm the foregoing by submitting to the Company a written confirmation of such resignations upon request by the Board; provided, that, the foregoing shall not modify or diminish in any way the rights and/or remedies otherwise available to the Executive in connection with such termination.

(b) Termination Due to the Executive's Death or Disability. The Executive's employment and the Term shall terminate automatically upon the Executive's death. The Company may terminate the Executive's employment and the Term upon a final determination as to the occurrence of the Executive's Disability (with such determination made, for the avoidance of doubt, in accordance with the definition of Disability set forth below), with such termination to be effective ten (10) days following the date on which the Company provides written notice to the Executive of such determination in accordance with this Agreement and of such termination. Upon a termination of the Executive's employment and the Term due to the Executive's death or Disability, the Executive's estate or the Executive, as applicable, shall be entitled to the following:

(i) payment of any earned but unpaid Base Salary through the Termination Date, no later than sixty (60) days following the Termination Date (or such earlier date as may be required by applicable law);

(ii) payment of any earned but unpaid Annual Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, to be paid in accordance with Section 3(b) (the "Prior Year Bonus");

(iii) payment in lieu of any earned but unused vacation time in accordance with Company policy as in effect from time to time;

(iv) all other payments, benefits, or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement, payable in accordance therewith;

(v) reimbursement for any unreimbursed business expenses incurred through the Termination Date, in accordance with Section 3(d) (with the payments and benefits described in subparagraphs (i), (ii), (iii), (iv) and (v) hereof, collectively, the "Accrued Benefits");

(vi) a pro-rata portion of the Annual Bonus for the fiscal year in which the Termination Date occurs, determined by multiplying (A) the Annual Bonus that the Executive would have received for such fiscal year, based on actual performance (provided, that, any subjective performance goals will be deemed satisfied at target levels), by (B) a fraction, (I) the numerator of which is the number of calendar days that the Executive was employed with the Company during the fiscal year in which the Termination Date occurs, and (II) the denominator of which is the total number of calendar days in the fiscal year in which the Termination Date occurs, which amount shall be paid in accordance with Section 3(b); provided, however, that, for the avoidance of doubt, the requirement in Section 3(b) that payment of the Annual Bonus be subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned shall not apply (the "Pro-Rata Bonus"); and

(vii) subject to the Executive timely electing to continue the Executive's coverage, reimbursement for the employer portion of the monthly cost of maintaining medical, dental and/or vision benefits for the Executive under a group health plan of the Company for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended, "COBRA"), based on the premium rate in effect on the Termination Date (the "Benefit Payment"), until the earlier to occur of (A) twelve (12) months following the Termination Date and (B) the date the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms. The first installment of the Benefit Payment shall be paid on the sixtieth ($60^{th}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay.

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following a termination of the Executive's employment due to death or Disability, except as set forth in this Section 4(b), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company for Cause. The Company may terminate the Executive's employment at any time for Cause, effective upon delivery to the Executive of written notice of such termination. If the Executive's employment is terminated by the Company for Cause, the Executive shall be entitled only to the Accrued Benefits, exclusive, for the avoidance of doubt, of the Prior Year Bonus (if any), which shall be forfeited upon a termination for Cause.

Following the termination of the Executive's employment by the Company for Cause, except as set forth in this Section 4(c), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company Without Cause, Termination by the Executive for Good Reason or Termination Due to the Company's Non-Renewal of the Term. The Company may terminate the Executive's employment at any time without Cause, effective upon delivery to the Executive of written notice of such termination. The Executive may terminate the Executive's employment for Good Reason by providing the Company written notice in the manner set forth below. In the event that the Executive's employment is terminated by the Company without Cause (other than due to the Executive's death or Disability), by the Executive for Good Reason or due to the Company's non-renewal of the Term (each, a "Qualifying Termination"), in each case, subject to Section 4(g) below, the Executive shall be entitled to:

(i) the Accrued Benefits;

(ii) if the Qualifying Termination occurs at least halfway through the applicable fiscal year, the Pro-Rata Bonus;

(iii) an amount equal to two (2) (the "Severance Multiple") times the sum of the Executive's (A) Base Salary, at the rate in effect as of the Termination Date, and (B) Target Bonus, at the rate in effect as of the Effective Date (provided, that, if the Qualifying Termination is due to the Executive's termination of employment for Good Reason caused, in whole or in part, by a reduction in the Executive's Base Salary and/or Target Bonus, or if the Executive would have had grounds to terminate the Executive's employment for Good Reason on such basis at the time of a Qualifying Termination, each such amount shall be included in the foregoing calculation at the rate in effect prior to any decrease thereof) (the "Cash Severance"), which amount shall be payable in equal monthly installments over the twenty-four (24) month period following the Termination Date, provided, that, the first installment shall be paid on the sixtieth ($60^{h}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay; and

(iv) the Benefit Payment for the twenty-four (24)-month period following the Termination Date, or, if earlier, until the date on which the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms (with the payments described in subparagraphs (ii), (iii), and (iv) hereof, collectively, the "Severance Benefits").

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Payments and benefits provided in this Section 4(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

Following the termination of the Executive's employment due to a Qualifying Termination, except as set forth in this Section 4(d), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(e) Change of Control Qualifying Termination. This Section 4(e) shall apply if (i) the Executive's Qualifying Termination occurs during the two (2)-year period immediately following a Change of Control, or (ii) the Executive is terminated by the Company without Cause within the six (6)-month period immediately prior to a Change of Control (each, a "Change of Control Qualifying Termination"). To the extent a Change of Control Qualifying Termination occurs and the Executive is already receiving the benefits described in Section 4(d) in accordance with the terms thereof, the Executive shall no longer be eligible for the benefits described in Section 4(d) and instead shall be entitled exclusively to all of the benefits provided in this Section 4(e); provided, that, the benefits set forth under this Section 4(e) shall be reduced by any payments and benefits that the Executive already received in accordance with the terms of Section 4(d). For the avoidance of doubt, there shall be no duplication of the benefits under Section 4(d). If any such Change of Control Qualifying Termination occurs, the Executive (or the Executive's estate, if the Executive dies after such termination and execution of the Release (as defined in Section 4(g)) but before receiving such amount) shall receive the benefits set forth in Section 4(d), except that (A) the Severance Multiple shall be (I) three (3), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, on or prior to the first anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (II) two and one-half (2.5), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the first anniversary, but on or prior to the second anniversary, of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; and (III) as set forth in Section 4(d)(iii), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the second anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (B) the Pro-Rata Bonus set forth in Section 4(d)(ii) shall be payable regardless of when in the applicable fiscal year the Termination Date occurs (*i.e.*, the Pro-Rata Bonus shall be payable even if the Termination Date occurs prior to the midpoint of the applicable fiscal year), and the amount of such Pro-Rata Bonus shall be determined based on deemed achievement of all performance criteria at target levels; and (C) the Pro-Rata Bonus, Cash Severance and Benefit Payment will be payable in a lump sum. For the avoidance of doubt, the Company's reorganization as of the Effective Date will not constitute a Change of Control.

(f) Termination by the Executive Without Good Reason or Due to the Executive's Non-Renewal of the Term. The Executive may terminate the Executive's employment without Good Reason by providing sixty (60) days' prior written notice to the Company or by electing not to renew the Term in accordance with Section 1 hereof. Upon receipt of such notice,

the Company may, in its sole discretion, remove the Executive's title and require that the Executive not attend the workplace, perform any duties or contact any clients, suppliers or employees of the Company or any associated persons through the Termination Date ("the Garden Leave Period"); provided, that, for the avoidance of doubt, the foregoing restriction shall not prohibit the Executive from contacting employees for logistical or human resources purposes, in each case relating to the transition of the Executive's duties and/or termination of his employment, attending the workplace for purposes of removing the Executive's personal effects from the workplace (as reasonably permitted by the Company), or performing other ministerial tasks as required by the Company; and provided, further, that, during the Garden Leave Period, the Company shall continue to (i) pay to the Executive the Base Salary and (ii) provide to the Executive the existing benefits in accordance with the terms of the applicable plans. Upon the Executive's voluntary termination of employment without Good Reason, the Executive shall be entitled only to the Accrued Benefits. For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following any such termination of the Executive's employment, except as set forth in this Section 4(f), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(g) Release of Claims, Continued Compliance. Notwithstanding any provision herein to the contrary, the payment and provision of the Severance Benefits pursuant to Section 4(d) or Section 4(e) shall be conditioned upon the Executive's execution, delivery to the Company and non-revocation of the general release of claims substantially in the form attached hereto as Exhibit B (the "Release") (and the expiration of any revocation period contained in such Release) within sixty (60) days following the Termination Date, as well as the Executive's acknowledgement of, and the Executive's material compliance with, the Executive's obligations under Section 6, as further outlined in this paragraph below. If the Executive fails to execute the Release in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60)-day period, or timely revokes such release following its execution, the Executive shall not be entitled to any of the Severance Benefits. If the period of time during which the Executive may consider the Release begins in one calendar year and ends in the next calendar year, any amounts payable under this Section 4 that are contingent upon the execution and non-revocation of the Release shall be paid as soon as practicable in the second calendar year (provided, that, the Release has become effective and non-revocable), even if the Release first became effective and non-revocable in the first calendar year. Notwithstanding any provision in this Agreement to the contrary, if the Executive materially breaches any of the covenants contained in Section 6 while receiving the Severance Benefits under Section 4(d), the Company shall have the right, but not the obligation, to cease providing such Severance Benefits under Section 4(d); provided, that, a material breach of Section 6 can only occur for purposes of this Section 4(g) (and otherwise, without limiting any other remedies with respect thereto) if (i) the Company provides the Executive with written notice of the circumstances constituting the alleged material breach of such covenants within ninety (90) days after becoming aware of such circumstances and (ii) the alleged breach, if curable (which includes any commercial relationship resulting from such prohibited conduct), has not been cured within fifteen (15) days after receipt of the written notice described in clause (i) above.

(h) No Offset. In the event of termination of the Executive's employment for any reason, the Executive shall be under no obligation to seek other employment, and there shall be no offset against amounts due to the Executive on account of any remuneration or benefits provided by any subsequent employment the Executive may obtain. The Company's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or any other member of the Company Group may have against the Executive for any reason.

5. **Section 280G of the Code**.

(a) Shareholder Approval Exemption. If the Company is eligible for the shareholder vote exemption at the time of a Change of Control, the Company will subject the Executive's payments to a shareholder vote in accordance with Treasury Regulation Section 1.280G-1 and recommend approval thereof; provided, that, the Executive cooperates with all reasonable and customary requests in connection with such vote, including execution of any required documentation in connection therewith.

(b) Best-Net Cutback. Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company Group to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Internal Revenue of Code of 1986, as amended (the "Code"), and would, but for this Section 5, be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under subparagraph (i) above is less than the amount under subparagraph (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, and foreign income, employment, and excise taxes.

(c) Method of Reduction. The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code; provided, that, (i) cash payments shall be reduced before non-cash payments; and (ii) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(d) Determination. Any determination required under this Section 5, including whether any payments or benefits are parachute payments, shall be made in the sole discretion of a nationally recognized, independent accounting or consulting firm selected and paid for by the Company using reasonable assumptions on the Executive's tax rates (as determined by such firm). The Executive shall provide the Company with such information and documents as the Company and such accounting firm may reasonably request in order to make a determination under this Section 5. The parties shall cooperate to the extent necessary to reduce the Excise Tax, including determining "reasonable compensation" under Sections 280G and 4999 of the Code (which may involve the valuation of the Executive's non-compete obligations). The firm's determination shall be final and binding on the Executive and the Company absent manifest error.

6. **Restrictive Covenants**. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Confidential Information and will occupy a position of trust and confidence with respect to the affairs and business of the Company Group. The Executive further acknowledges that (I) the Executive performs services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company Group; (II) the Executive has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group; (III) in the course of the Executive's employment by a competitor, the Executive inevitably would use or disclose such Confidential Information; (IV) members of the Company Group have substantial relationships with their customers, and the Executive has had and will continue to have access to these customers; and (V) the Executive has received and will receive specialized training from the Company and other members of the Company Group. Accordingly, the Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Confidential Information and to protect the Company Group against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that would result in serious adverse consequences for the Company Group:

(a) Confidentiality. During the Executive's employment and at all times thereafter, the Executive shall not, directly or indirectly, use, make available, sell, copy, disseminate, transfer, communicate or otherwise disclose any Confidential Information, other than as authorized in writing by the Company or within the scope of the Executive's duties with the Company as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the term "Confidential Information" shall not include, and the provisions of this Section 6(a) shall not apply to, information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided, that, to the extent permissible, the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(b) Materials. The Executive will use Confidential Information only for normal and customary use in the Company's business, as determined reasonably and in good faith by the Company. The Executive will return to the Company all Confidential Information and copies thereof and all other property of the Company or any other member of the Company Group at any time upon the request of the Company and in any event immediately after termination of the Executive's employment. The Executive agrees to identify and return to the Company any copies of any Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 6 shall prevent the Executive from retaining a home computer (provided all Confidential Information has been removed), papers and other materials of a personal nature, including diaries, calendars and contact lists (excluding customer lists), information relating to the Executive's compensation or relating to reimbursement of expenses, information that may be needed for tax purposes, and copies of plans, programs and agreements relating to the Executive's employment.

(c) Non-Competition; Non-Solicitation.

(i) During the Restricted Period, the Executive shall not, directly or indirectly: (A) solicit, service, or assist any other individual, person, firm, or other entity in soliciting or servicing, any Customer for the purpose of providing and/or selling any products that are provided and/or sold by any member of the Company Group, or performing any services that are performed by any member of the Company Group, or performing any services or providing and/or selling any products that any member of the Company Group proposed to initiate performing, selling or providing during the twelve (12)-month period immediately preceding the Termination Date, based on active discussions with the Board that occurred during such twelve (12)-month period, as evidenced by existing memoranda, Board minutes or other written correspondence, and only to the extent the Company Group was capable of pursuing such proposals as a business and financial matter; (B) interfere with or damage any relationship and/or agreement between any member of the Company Group and any Customer; or (C) associate (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor, director or otherwise) with any Competitive Enterprise; provided, however, that the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as the Executive's direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity. The Executive acknowledges that this covenant has a unique, very substantial, and immeasurable value to the Company, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force, and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(ii) During the Restricted Period, the Executive shall not solicit, entice, persuade, or induce any individual who is employed or engaged by any member of the Company Group (or who was so employed or engaged within six (6) months immediately preceding the Executive's Termination Date) to terminate or refrain from continuing such employment or engagement or to become employed by or enter into contractual relations with any other individual or entity other than a member of the Company Group, and the Executive shall not hire, directly or indirectly, on the Executive's behalf or on behalf of any other person, as an employee, consultant, or otherwise, any such person.

(d) Mutual Non-Disparagement. The Executive agrees not to, at any time, make negative comments about or otherwise disparage any member of the Company Group or any officer, director, employee, shareholder, agent or product of any member of the Company Group, other than to officers, employees, or directors of the Company Group in the good faith performance of the Executive's duties to the Company while the Executive is employed by the Company. The Company agrees that it will direct the senior officers of the Company and its Subsidiaries as of the Termination Date and the members of the Board as of the Termination Date to refrain from making negative comments about the Executive or otherwise disparaging the Executive in any manner, including by making or issuing any official public statements or press releases disparaging the Executive. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) Inventions.

(i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, works of authorship, and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to or improved with the use of any Company Group resources and/or within the scope of the Executive's work with the Company, or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company Group, and that are made or conceived by the Executive, solely or jointly with others, during the Term, or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time, shall belong exclusively to the Company Group (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the "Inventions"). The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them upon the termination of the Term, or upon the Company's earlier written request. The Executive irrevocably conveys, transfers and assigns to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Term, make such applications, sign such papers, take all rightful oaths and perform all other acts as may be requested from time to time by the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company, and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions,

including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(iii) 18 U.S.C. Section 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. Section 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. Section 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(f) Conflicting Obligations and Rights. The Executive agrees to inform the Company of any apparent conflicts between the Executive's work for the Company and any obligations the Executive may have to preserve the confidentiality of another's proprietary information or related materials before using the same on the Company's behalf. The Company shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

(g) Reasonableness of Restrictive Covenants. In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 6 hereof. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the other members of the Company Group and their Confidential Information, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and the

other members of the Company Group, and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 6. It is also agreed that each member of the Company Group will have the right to enforce all of the Executive's obligations to any other member of the Company Group under this Agreement, including, without limitation, pursuant to this Section 6.

(h) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) Enforcement. The Executive acknowledges that, in the event of any breach or threatened breach of this Section 6, the business interests of the Company and the other members of the Company Group might be irreparably injured, the full extent of the damages to the Company and the other members of the Company Group might be impossible to ascertain, monetary damages might not be an adequate remedy for the Company and the other members of the Company Group, and the Company will be entitled to seek to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement.

7. **Cooperation**. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that, while employed by the Company and thereafter, the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, other members of the Company Group and their respective representatives, in defense of any claims that may be made against the Company or any other member of the Company Group, and will assist the Company and other members of the Company Group in the prosecution of any claims that may be made by the Company or any other member of the Company Group, to the extent that such claims are based on facts occurring during the Executive's employment with the Company (collectively, the "Claims"). During the pendency of any litigation or other proceeding involving Claims, the Executive shall not communicate with anyone (other than the Executive's attorneys and tax and/or financial advisors**,** and except to the extent that the Executive determines in good faith is necessary in connection with the performance of the Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any other member of the Company Group without, to the extent legally permitted to do so, giving prior written notice to the Company or the Company's counsel. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by the Executive in complying with this Section 7. The Company shall cooperate with the Executive on the timing and location of the Executive's cooperation and use its good faith efforts to limit any travel or interference with the

Executive's other professional commitments. In addition, following the Executive's termination of employment, to the extent the Executive is not receiving any Severance Benefits in respect of such post-termination period, the Executive shall be compensated for the time spent for such cooperation at an hourly rate determined based on the Executive's Base Salary at the rate in effect as of the Termination Date.

8. **Whistleblower Protection; Protected Activity**.

(a) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede the Executive (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures, and the Executive shall not be required to notify the Company that such reports or disclosures have been made.

(b) The Executive hereby acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit the Executive from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean (i) filing a charge, complaint or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, and the National Labor Relations Board (the "Government Agencies"); or (ii) any rights the Executive may have under Section 7 of the National Labor Relations Act or equivalent state law to engage in concerted protected activity or to discuss the terms of employment or working conditions with or on behalf of coworkers, or to bring such issues to the attention of the Board at any time. The Executive understands that, in connection with such Protected Activity, the Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, the Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the relevant Government Agencies. The Executive further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement.

9. **Notices**. All notices, demands, requests or other communications, which may be or are required to be given or made by any party to any other party pursuant to this Agreement, shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by e-mail or facsimile transmission, addressed as follows:

(a) If to the Company:

HORNBECK OFFSHORE OPERATORS, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga
EVP, General Counsel & Chief Compliance Officer
E-Mail: samuel.giberga@hornbeckoffshore.com

with a copy (which shall not constitute notice) to:

WINSTEAD PC
24 Waterway Ave., Suite 500
The Woodlands, Texas 77380
Attention: R. Clyde Parker, Jr., Shareholder
E-Mail: cparker@winstead.com

(b) If to the Executive:

Address last shown on the Company's books and records

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. **Severability**. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law. If any term or provision of this Agreement is found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

11. **Survival**. It is the express intention and agreement of the parties hereto that the provisions ofSections 5 through 22 shall survive the termination of employment of the Executive. In addition, all obligations of the Company to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

12. **No Assignments**. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (a) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder; and (b) the rights and obligations of the Company hereunder shall be assignable and delegable to an Affiliate or in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets

or equity interests of the Company, or similar transaction involving the Company or a successor corporation. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

13. **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

14. **Amendments; Modifications; Waivers**. No provision of this Agreement may be amended, modified, waived or discharged, unless such amendment, modification, waiver or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time unless such waiver specifically states that it is to be construed as a continuing waiver.

15. **Section Headings; Inconsistency**. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control, unless otherwise expressly provided.

16. **Governing Law**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Louisiana (but not including any choice of law rule that would cause the laws of another jurisdiction to apply).

17. **Dispute Resolution**. Each of the parties hereto irrevocably and unconditionally (a) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY OTHER MEMBER OF THE COMPANY GROUP, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), whether such Proceeding is based on contract, tort or otherwise; (b) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or its address as provided in Section 9; and (c) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by applicable law.

18. **Entire Agreement; Advice of Counsel**. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein, and supersedes and replaces all other agreements related to the subject matter hereof of, including, without limitation, the Original Agreement. The Executive acknowledges that, in connection with the Executive's entry into this Agreement, the Executive was advised, or had the opportunity to be advised, by an attorney of the Executive's choice on the terms and conditions of this Agreement, including, without limitation, on the application of Section 409A of the Code on the payments and benefits payable or to be paid to the Executive hereunder.

19. **Counterparts**. This Agreement may be executed (including by email with scan attachment) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

20. **Withholding**. The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

21. **Section 409A of the Code**.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A of the Code"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A of the Code and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to attempt to comply with Section 409A of the Code through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A of the Code. To the extent that any provision hereof is modified in order to comply with Section 409A of the Code, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A of the Code. For the sake of clarity, the Company shall have no obligation to indemnify the Executive for liabilities incurred as a result of Section 409A of the Code.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code, and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If the Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A of the Code payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A of the Code. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 22(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum with interest at the prime rate as published in *The Wall Street Journal* on the first business day following the date of the "separation from service," and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive; (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Section 409A of the Code, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

22. **Definitions**.

(a) "Affiliate" means any entity controlled by, in control of, or under common control with, the Company.

(b) "Cause" shall be limited to the following events: (i) the Executive's conviction of either (A) a felony involving moral turpitude or (B) any crime in connection with the Executive's employment that causes the Company Group a substantial detriment (in each case, excluding traffic offenses); (ii) actions or inactions by the Executive that clearly are contrary to the best interests of the Company Group and the express directives of the Board; provided, that, such actions or inactions by the Executive cause the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (iii) the Executive's willful failure to take actions permitted by law and necessary to implement policies of the Board that the Board has communicated to him in writing; provided, that, such policies that are reflected in minutes of a Board meeting attended in its entirety by the Executive shall be deemed communicated to the Executive to the extent the Executive received a copy of such minutes from the Secretary or the General Counsel of the Company promptly following approval by the Board; (iv) the Executive's continued failure to attend to his material duties as an executive officer of the Company Group following the Executive's receipt of written notice from the Board of such failure; provided, that, such failure by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (v) the Executive's commission of an act of fraud or material act of dishonesty or misappropriation involving the Company Group; (vi) the Executive's willful violation of law or

gross negligence that is substantially detrimental to the Company; (vii) the material breach or material violation by the Executive of this Agreement or any other written agreement with a member of the Company Group, or any material violation of any written policy of the Company Group; provided, that, such material breach or material violation by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; or (viii) the Executive's habitual use of illicit drugs or habitual abuse of alcohol that, in the reasonable good faith opinion of the Board, renders the Executive unfit to serve as an officer of the Company Group. If any determination of habitual use or substantial dependence under clause (viii) is disputed by the Executive, the parties hereto agree to abide by the decision of a panel of three (3) physicians appointed in the manner specified in Section 22(h) of the Agreement. For purposes of this "Cause" definition, no action or inaction will be considered "willful" or will constitute "gross negligence", if the Executive had a reasonable, good faith belief that such action or inaction was in the best interests of the Company Group. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for "Cause" hereunder, unless (A) written notice stating the basis for the termination is provided to the Executive, and (B) with the exception of clause (i) of this paragraph, the Executive is given ten (10) business days to cure the neglect or conduct that is the basis of such claim, to the extent curable.

(c) "Change of Control" has the meaning set forth in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.

(d) "Company Group" means the Company and each of its Subsidiaries and Affiliates.

(e) "Competitive Enterprise" means the offshore transportation of refined and unrefined petroleum products, offshore towing, offshore supply vessel services, anchor handling and towing services, well stimulation vessel services, well-test services, offshore pipeline remediation services, ROV support services, offshore construction services, and other services required in the offshore construction, energy exploration and production industry and in specialty services in coastal waters in the Restricted Area.

(f) "Confidential Information" means all non-public information concerning trade secrets, know-how, software, developments, inventions, processes, technology, designs, financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media, including any of the foregoing relating to research, operations, finances, current and proposed products and services, vendors, customers, advertising and marketing, and other non-public, proprietary and confidential information of the Company Group. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company competes, and information or knowledge possessed by the Executive prior to the Executive's employment by the Company shall not be considered Confidential Information.

(g) "Customer" means any person, firm, corporation or other entity whatsoever to whom the Company or its Subsidiaries provided or actively sought to provide services or sold or actively sought to sell any products within a twelve (12)-month period on, before, or after the Executive's Termination Date.

(h) "Disability" means that the Executive is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of at least three (3) months under any long term disability plan maintained by the Company that covers the Executive. In the absence of such a long term disability plan, "Disability" means the inability of the Executive, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, to perform the duties required of him under this Agreement for a period of at least ninety (90) days in any one (1)-year period. Upon such determination, the Board may terminate the Executive's employment under this Agreement, subject to providing ten (10) days' prior written notice. The Executive agrees, in the event of any dispute hereunder as to whether a Disability exists, the parties hereto agree to abide by the decision of a panel of three (3) physicians. The Executive and the Board shall each appoint one member to the panel, and the third member of the panel shall be appointed by the other two members. The Executive agrees to make himself available for, and submit to examinations by, such physicians as may be directed by the Board. Failure to submit to any such examination shall constitute a breach of a material part of this Agreement. This Section 22(h) shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws.

(i) "Good Reason" means, unless otherwise agreed to in writing by the Executive, (i) any material diminution in the Executive's titles, duties, responsibilities, status or authorities with the Company or any of its material operating Subsidiaries; (ii) a material reduction in the Executive's Base Salary or Target Bonus; (iii) a relocation of the Executive's primary place of employment to a location more than thirty-five (35) miles farther from the Executive's primary residence than the current location of the Company's offices in Louisiana as of the Effective Date; or (iv) a material breach by the Company of this Agreement or any other agreement between the Company and the Executive. In order to invoke a termination for Good Reason, (A) the Executive must provide written notice within forty-five (45) days of the Executive becoming aware of the occurrence of any event of "Good Reason," (B) the Company must fail to cure such event within thirty (30) days of the giving of such notice, and (C) the Executive must terminate employment within forty-five (45) days following the expiration of the Company's cure period.

(j) "Restricted Area" means (i) the United States or (ii) any other country in which the Company Group conducts or takes concrete, active steps to conduct the Competitive Enterprise during the Executive's employment or service with the Company Group during the Restricted Period, as evidenced by existing memoranda, Board minutes or other written correspondence.

(k) "Restricted Period" means the period commencing on the Effective Date and ending twenty-four (24) months following the Executive's Termination Date.

(l) "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement or have caused this Agreement to be duly executed and delivered on their behalf.

**HORNBECK OFFSHORE OPERATORS, LLC**

By: /s/ Todd M. Hornbeck
Name: Todd M. Hornbeck
Title: Sole Manager, President and Chief Executive Officer

**EXECUTIVE**

/s/ James O. Harp, Jr.
James O. Harp, Jr.

**EXHIBIT A**
**OUTSIDE BOARD MEMBERSHIP**

**EXHIBIT B**
**GENERAL RELEASE**

I, **James O. Harp, Jr.**, in consideration of payment by Hornbeck Offshore Operators, LLC (together with its Subsidiaries, the "Company") of the amounts set forth in Section 4[(d)][(e)][1] of the Employment Agreement, dated as of September 4, 2020 (the "Agreement"), do hereby release and forever discharge, as of the date hereof, the Company and its Affiliates and all of their respective present, former and future managers, directors, officers, employees, successors and assigns of the Company and its Affiliates and direct or indirect owners[, (which, for the avoidance of doubt, shall include the Permitted Holders (as defined in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.))] (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. My employment with the Company terminated as of [Date], and I hereby resign from any position as an officer, member of the board of managers or directors (as applicable) or fiduciary of the Company or any other member of the Company Group (or reaffirm any such resignation that may have already occurred). I understand that any payments or benefits paid or granted to me under Section 4 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 4 of the Agreement, unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. I understand and agree that such payments and benefits are subject to my continued material compliance with Section 6 of the Agreement (as more fully set forth in the Agreement) during the period in which I am paid the Severance Benefits pursuant to Section 4[(d)][(e)][2] of the Agreement, which (as noted below) expressly survive my termination of employment and the execution of this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy, or arrangement maintained or hereafter established by the Company or its Affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date on which I execute this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties, which I, my spouse, or any of my heirs, executors, administrators or assigns may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim, or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age

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1 Note to Draft: To specify applicable termination section.
2 Note to Draft: To specify applicable termination section.

Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; Sections 23:301 to 23:369 of the Louisiana Revised Statutes; Article 2315 of the Louisiana Civil Code; the Louisiana Workers' Compensation Act; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees, incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (a) any right to the Accrued Benefits or any Severance Benefits to which I am entitled under Section 4[(d)][(e)][3] of the Agreement, (b) any rights I have under Section 4(e) of the Agreement in the event a Qualifying Termination becomes a Change of Control Qualifying Termination, (c) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, or (d) my rights as an equity or security holder in the Company or its Affiliates.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver

[3] Note to Draft: To specify applicable termination section.

is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that I will forfeit all amounts payable by the Company pursuant to the Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement on or after the termination of my employment.

9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal, or other counsel of the Company as required by law.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity.

11. I hereby acknowledge that Sections 5 through 22 of the Agreement shall survive my execution of this General Release.

12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it, but I nonetheless shall continue to be bound by this General Release in all respects.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(i) I HAVE READ IT CAREFULLY;

(ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

(iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(iv) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(v) I HAVE HAD AT LEAST **TWENTY-ONE (21)** DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE TO CONSIDER IT AND THE CHANGES MADE SINCE MY RECEIPT OF THIS GENERAL RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED TWENTY-ONE (21)-DAY PERIOD;

(vi) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(vii) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(viii) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED:_____ DATED:_____

**Exhibit 10.8**

***EXECUTION VERSION***

***Confidential***

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of September 4, 2020, by and between Hornbeck Offshore Operators, LLC, a Delaware limited liability company (the "Company"), and John S. Cook, an individual (the "Executive"). This Agreement shall become effective on the effective date of the Company's Plan of Reorganization (such date, the "Effective Date"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in Section 22.

**WHEREAS**, the Executive and the Company are party to that certain Employment Agreement (as amended from time to time, the "Original Agreement"), which this Agreement will replace and supersede in its entirety, effective as of the Effective Date;

**WHEREAS**, the Executive is currently employed as the Executive Vice President, Chief Commercial Officer and Chief Information Officer of the Company; and

**WHEREAS**, the Company and the Executive desire to enter into this Agreement to set out the terms and conditions for the continued employment relationship of the Executive with the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Term**. The Company agrees to continue to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to continue to be so employed, commencing as of the Effective Date and ending on the fourth (4th) anniversary of the Effective Date (the "Initial Term"). On the last day of the Initial Term and on each one (1)-year anniversary thereof, the term of this Agreement shall be automatically extended for an additional one (1)-year period, unless either party hereto elects not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to any such renewal date. Notwithstanding the foregoing, the Executive's employment hereunder may be earlier terminated in accordance with Section 4 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder is referred to herein as the "Term." Upon any termination of the Executive's employment with the Company, the Executive shall be deemed to have resigned from all positions with the Company and all of its Subsidiaries.

2. **Positions and Duties**.

(a) During the Term, the Executive shall serve as the Executive Vice President, Chief Commercial Officer and Chief Information Officer of the Company. In these capacities, the Executive shall have the duties, authorities and responsibilities generally commensurate with the duties, authorities and responsibilities of persons serving in similar capacities in similarly sized and situated companies, and such other duties, authorities and responsibilities as the Chief Executive Officer ("CEO") of the Company shall designate from time to time that are not inconsistent with the Executive's positions. The Executive shall report directly to the CEO.

(b) The Executive shall devote substantially all of the Executive's business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company; provided, that, the Executive shall be entitled to: (i) serve as a member of the board of directors (or equivalent governing body) of, or advisor to, (A) the entities listed on Exhibit A attached hereto and (B) such other entities that are not Competitive Enterprises, subject to the Executive providing prior written notice to the Board of Directors of the Company (the "Board"), (ii) serve on civic, charitable, educational, religious, public interest or public service boards, and (iii) manage the Executive's personal and family investments, in each case, to the extent such activities do not interfere, individually or in the aggregate, with the performance of the Executive's duties and responsibilities hereunder or create a business or fiduciary conflict.

(c) The Executive's principal place of employment will continue to be in Covington, Louisiana; provided, that, the Executive may be required to travel from time to time for business purposes.

3. **Compensation and Benefits**.

(a) Base Salary. During the Term, the Company shall pay to the Executive a base salary at an annual rate of not less than $320,000, in substantially equal installments in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive's base salary shall be subject to annual review by the Compensation Committee of the Board (the "Committee") and may be increased, but not decreased, from time to time by the Committee. The base salary as determined herein and adjusted from time to time shall constitute "Base Salary" for purposes of this Agreement.

(b) Annual Bonus. During each fiscal year during the Term, the Executive shall be eligible to participate in the Company's annual bonus plan, as established by the Committee and in effect from time to time for its senior executives, and will be paid a cash annual bonus under such plan (the "Annual Bonus"), to the extent earned based on performance against reasonably obtainable objective performance criteria. The performance criteria for each fiscal year shall be determined by the Committee, after consultation with the CEO, no later than ninety (90) days following the commencement of the applicable fiscal year. The Executive's target Annual Bonus opportunity for each fiscal year shall equal 100% of the Executive's annualized Base Salary for that fiscal year (the "Target Bonus"). The Executive's actual Annual Bonus for each fiscal year will equal a percentage of the Target Bonus, determined as follows: (i) 100% of the Target Bonus, if target levels of performance for that fiscal year are achieved; (ii) 50% of the Target Bonus, if threshold levels of performance for that fiscal year are achieved; (iii) 200% of the Target Bonus, if maximum levels of performance for that fiscal year are achieved; and (iv) a percentage of the Target Bonus determined in accordance with the plan, if performance for that fiscal year is in between threshold, target and maximum levels of performance. Unless otherwise determined by the Committee, the Executive will not earn an Annual Bonus if threshold levels of performance are not achieved. The Executive's Annual Bonus for each fiscal year shall be determined by the Committee after the end of the applicable fiscal year and shall be paid to the Executive when bonuses for such fiscal year are paid to other senior executives of the Company generally, but in no event later than seventy-four (74) days following the end of such fiscal year, subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned. In carrying out its functions under this Section 3(b), the Committee shall at all times act reasonably and in good faith.

(c) Benefit Plans. During the Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its employees generally and/or for the benefit of its senior executives as in effect from time to time, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder; provided, however, that the Company shall make commercially reasonable efforts to ensure that any health insurance benefit plan will not provide for a preexisting condition limitation. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(d) Business Expenses. The Executive is authorized to incur reasonable business expenses in carrying out the Executive's duties and responsibilities under this Agreement. The Executive shall be promptly reimbursed for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Term, subject to and in accordance with the Company's expense reimbursement policy as in effect from time to time.

(e) Automobile. During the Term, the Company shall continue to provide the Executive with an automobile and pay for such automobile's auto insurance, maintenance, and fuel; provided, that, the Executive shall pay all taxes related to the Executive's personal use of the automobile.

4. **Termination of Employment; Severance**.

(a) General. The Executive's employment and the Term shall terminate upon the earliest to occur of (i) the Executive's death, (ii) a termination by the Company due to the Executive's Disability, (iii) a termination by the Company with or without Cause, (iv) a termination by the Executive with or without Good Reason, and (v) the expiration of the Term (the date of such termination, the "Termination Date"). On the Termination Date, the Executive's role as (A) an officer of any member of the Company Group, (B) a member of the Board or similar body of any member of the Company Group and (C) a fiduciary of any Company Group benefit plan shall be deemed to have terminated, in each case, to the extent applicable and the Executive shall confirm the foregoing by submitting to the Company a written confirmation of such resignations upon request by the Board; provided, that, the foregoing shall not modify or diminish in any way the rights and/or remedies otherwise available to the Executive in connection with such termination.

(b) Termination Due to the Executive's Death or Disability. The Executive's employment and the Term shall terminate automatically upon the Executive's death. The Company may terminate the Executive's employment and the Term upon a final determination as to the occurrence of the Executive's Disability (with such determination made, for the avoidance of doubt, in accordance with the definition of Disability set forth below), with such termination to be effective ten (10) days following the date on which the Company provides written notice to the Executive of such determination in accordance with this Agreement and of such termination. Upon a termination of the Executive's employment and the Term due to the Executive's death or Disability, the Executive's estate or the Executive, as applicable, shall be entitled to the following:

(i) payment of any earned but unpaid Base Salary through the Termination Date, no later than sixty (60) days following the Termination Date (or such earlier date as may be required by applicable law);

(ii) payment of any earned but unpaid Annual Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, to be paid in accordance with Section 3(b) (the "Prior Year Bonus");

(iii) payment in lieu of any earned but unused vacation time in accordance with Company policy as in effect from time to time;

(iv) all other payments, benefits, or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement, payable in accordance therewith;

(v) reimbursement for any unreimbursed business expenses incurred through the Termination Date, in accordance with Section 3(d) (with the payments and benefits described in subparagraphs (i), (ii), (iii), (iv) and (v) hereof, collectively, the "Accrued Benefits");

(vi) a pro-rata portion of the Annual Bonus for the fiscal year in which the Termination Date occurs, determined by multiplying (A) the Annual Bonus that the Executive would have received for such fiscal year, based on actual performance (provided, that, any subjective performance goals will be deemed satisfied at target levels), by (B) a fraction, (I) the numerator of which is the number of calendar days that the Executive was employed with the Company during the fiscal year in which the Termination Date occurs, and (II) the denominator of which is the total number of calendar days in the fiscal year in which the Termination Date occurs, which amount shall be paid in accordance with Section 3(b); provided, however, that, for the avoidance of doubt, the requirement in Section 3(b) that payment of the Annual Bonus be subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned shall not apply (the "Pro-Rata Bonus"); and

(vii) subject to the Executive timely electing to continue the Executive's coverage, reimbursement for the employer portion of the monthly cost of maintaining medical, dental and/or vision benefits for the Executive under a group health plan of the Company for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended, "COBRA"), based on the premium rate in effect on the Termination Date (the "Benefit Payment"), until the earlier to occur of (A) twelve (12) months following the Termination Date and (B) the date the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms. The first installment of the Benefit Payment shall be paid on the sixtieth ($60^{th}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay.

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following a termination of the Executive's employment due to death or Disability, except as set forth in this Section 4(b), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company for Cause. The Company may terminate the Executive's employment at any time for Cause, effective upon delivery to the Executive of written notice of such termination. If the Executive's employment is terminated by the Company for Cause, the Executive shall be entitled only to the Accrued Benefits, exclusive, for the avoidance of doubt, of the Prior Year Bonus (if any), which shall be forfeited upon a termination for Cause.

Following the termination of the Executive's employment by the Company for Cause, except as set forth in this Section 4(c), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company Without Cause, Termination by the Executive for Good Reason or Termination Due to the Company's Non-Renewal of the Term. The Company may terminate the Executive's employment at any time without Cause, effective upon delivery to the Executive of written notice of such termination. The Executive may terminate the Executive's employment for Good Reason by providing the Company written notice in the manner set forth below. In the event that the Executive's employment is terminated by the Company without Cause (other than due to the Executive's death or Disability), by the Executive for Good Reason or due to the Company's non-renewal of the Term (each, a "Qualifying Termination"), in each case, subject to Section 4(g) below, the Executive shall be entitled to:

(i) the Accrued Benefits;

(ii) if the Qualifying Termination occurs at least halfway through the applicable fiscal year, the Pro-Rata Bonus;

(iii) an amount equal to two (2) (the "Severance Multiple") times the sum of the Executive's (A) Base Salary, at the rate in effect as of the Termination Date, and (B) Target Bonus, at the rate in effect as of the Effective Date (provided, that, if the Qualifying Termination is due to the Executive's termination of employment for Good Reason caused, in whole or in part, by a reduction in the Executive's Base Salary and/or Target Bonus, or if the Executive would have had grounds to terminate the Executive's employment for Good Reason on such basis at the time of a Qualifying Termination, each such amount shall be included in the foregoing calculation at the rate in effect prior to any decrease thereof) (the "Cash Severance"), which amount shall be payable in equal monthly installments over the twenty-four (24) month period following the Termination Date, provided, that, the first installment shall be paid on the sixtieth ($60^{h}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay; and

(iv) the Benefit Payment for the twenty-four (24)-month period following the Termination Date, or, if earlier, until the date on which the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms (with the payments described in subparagraphs (ii), (iii), and (iv) hereof, collectively, the "Severance Benefits").

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Payments and benefits provided in this Section 4(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

Following the termination of the Executive's employment due to a Qualifying Termination, except as set forth in this Section 4(d), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(e) Change of Control Qualifying Termination. This Section 4(e) shall apply if (i) the Executive's Qualifying Termination occurs during the two (2)-year period immediately following a Change of Control, or (ii) the Executive is terminated by the Company without Cause within the six (6)-month period immediately prior to a Change of Control (each, a "Change of Control Qualifying Termination"). To the extent a Change of Control Qualifying Termination occurs and the Executive is already receiving the benefits described in Section 4(d) in accordance with the terms thereof, the Executive shall no longer be eligible for the benefits described in Section 4(d) and instead shall be entitled exclusively to all of the benefits provided in this Section 4(e); provided, that, the benefits set forth under this Section 4(e) shall be reduced by any payments and benefits that the Executive already received in accordance with the terms of Section 4(d). For the avoidance of doubt, there shall be no duplication of the benefits under Section 4(d). If any such Change of Control Qualifying Termination occurs, the Executive (or the Executive's estate, if the Executive dies after such termination and execution of the Release (as defined in Section 4(g)) but before receiving such amount) shall receive the benefits set forth in Section 4(d), except that (A) the Severance Multiple shall be (I) three (3), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, on or prior to the first anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (II) two and one-half (2.5), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the first anniversary, but on or prior to the second anniversary, of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; and (III) as set forth in Section 4(d)(iii), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the second anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (B) the Pro-Rata Bonus set forth in Section 4(d)(ii) shall be payable regardless of when in the applicable fiscal year the Termination Date occurs (*i.e.*, the Pro-Rata Bonus shall be payable even if the Termination Date occurs prior to the midpoint of the applicable fiscal year), and the amount of such Pro-Rata Bonus shall be determined based on deemed achievement of all performance criteria at target levels; and (C) the Pro-Rata Bonus, Cash Severance and Benefit Payment will be payable in a lump sum. For the avoidance of doubt, the Company's reorganization as of the Effective Date will not constitute a Change of Control.

(f) Termination by the Executive Without Good Reason or Due to the Executive's Non-Renewal of the Term. The Executive may terminate the Executive's employment without Good Reason by providing sixty (60) days' prior written notice to the Company or by electing not to renew the Term in accordance with Section 1 hereof. Upon receipt of such notice,

the Company may, in its sole discretion, remove the Executive's title and require that the Executive not attend the workplace, perform any duties or contact any clients, suppliers or employees of the Company or any associated persons through the Termination Date ("the Garden Leave Period"); provided, that, for the avoidance of doubt, the foregoing restriction shall not prohibit the Executive from contacting employees for logistical or human resources purposes, in each case relating to the transition of the Executive's duties and/or termination of his employment, attending the workplace for purposes of removing the Executive's personal effects from the workplace (as reasonably permitted by the Company), or performing other ministerial tasks as required by the Company; and provided, further, that, during the Garden Leave Period, the Company shall continue to (i) pay to the Executive the Base Salary and (ii) provide to the Executive the existing benefits in accordance with the terms of the applicable plans. Upon the Executive's voluntary termination of employment without Good Reason, the Executive shall be entitled only to the Accrued Benefits. For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following any such termination of the Executive's employment, except as set forth in this Section 4(f), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(g) Release of Claims, Continued Compliance. Notwithstanding any provision herein to the contrary, the payment and provision of the Severance Benefits pursuant to Section 4(d) or Section 4(e) shall be conditioned upon the Executive's execution, delivery to the Company and non-revocation of the general release of claims substantially in the form attached hereto as Exhibit B (the "Release") (and the expiration of any revocation period contained in such Release) within sixty (60) days following the Termination Date, as well as the Executive's acknowledgement of, and the Executive's material compliance with, the Executive's obligations under Section 6, as further outlined in this paragraph below. If the Executive fails to execute the Release in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60)-day period, or timely revokes such release following its execution, the Executive shall not be entitled to any of the Severance Benefits. If the period of time during which the Executive may consider the Release begins in one calendar year and ends in the next calendar year, any amounts payable under this Section 4 that are contingent upon the execution and non-revocation of the Release shall be paid as soon as practicable in the second calendar year (provided, that, the Release has become effective and non-revocable), even if the Release first became effective and non-revocable in the first calendar year. Notwithstanding any provision in this Agreement to the contrary, if the Executive materially breaches any of the covenants contained in Section 6 while receiving the Severance Benefits under Section 4(d), the Company shall have the right, but not the obligation, to cease providing such Severance Benefits under Section 4(d); provided, that, a material breach of Section 6 can only occur for purposes of this Section 4(g) (and otherwise, without limiting any other remedies with respect thereto) if (i) the Company provides the Executive with written notice of the circumstances constituting the alleged material breach of such covenants within ninety (90) days after becoming aware of such circumstances and (ii) the alleged breach, if curable (which includes any commercial relationship resulting from such prohibited conduct), has not been cured within fifteen (15) days after receipt of the written notice described in clause (i) above.

(h) No Offset. In the event of termination of the Executive's employment for any reason, the Executive shall be under no obligation to seek other employment, and there shall be no offset against amounts due to the Executive on account of any remuneration or benefits provided by any subsequent employment the Executive may obtain. The Company's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or any other member of the Company Group may have against the Executive for any reason.

5. **Section 280G of the Code**.

(a) Shareholder Approval Exemption. If the Company is eligible for the shareholder vote exemption at the time of a Change of Control, the Company will subject the Executive's payments to a shareholder vote in accordance with Treasury Regulation Section 1.280G-1 and recommend approval thereof; provided, that, the Executive cooperates with all reasonable and customary requests in connection with such vote, including execution of any required documentation in connection therewith.

(b) Best-Net Cutback. Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company Group to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Internal Revenue of Code of 1986, as amended (the "Code"), and would, but for this Section 5, be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under subparagraph (i) above is less than the amount under subparagraph (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, and foreign income, employment, and excise taxes.

(c) Method of Reduction. The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code; provided, that, (i) cash payments shall be reduced before non-cash payments; and (ii) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(d) Determination. Any determination required under this Section 5, including whether any payments or benefits are parachute payments, shall be made in the sole discretion of a nationally recognized, independent accounting or consulting firm selected and paid for by the Company using reasonable assumptions on the Executive's tax rates (as determined by such firm). The Executive shall provide the Company with such information and documents as the Company and such accounting firm may reasonably request in order to make a determination under this Section 5. The parties shall cooperate to the extent necessary to reduce the Excise Tax, including determining "reasonable compensation" under Sections 280G and 4999 of the Code (which may involve the valuation of the Executive's non-compete obligations). The firm's determination shall be final and binding on the Executive and the Company absent manifest error.

6. **Restrictive Covenants**. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Confidential Information and will occupy a position of trust and confidence with respect to the affairs and business of the Company Group. The Executive further acknowledges that (I) the Executive performs services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company Group; (II) the Executive has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group; (III) in the course of the Executive's employment by a competitor, the Executive inevitably would use or disclose such Confidential Information; (IV) members of the Company Group have substantial relationships with their customers, and the Executive has had and will continue to have access to these customers; and (V) the Executive has received and will receive specialized training from the Company and other members of the Company Group. Accordingly, the Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Confidential Information and to protect the Company Group against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that would result in serious adverse consequences for the Company Group:

(a) Confidentiality. During the Executive's employment and at all times thereafter, the Executive shall not, directly or indirectly, use, make available, sell, copy, disseminate, transfer, communicate or otherwise disclose any Confidential Information, other than as authorized in writing by the Company or within the scope of the Executive's duties with the Company as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the term "Confidential Information" shall not include, and the provisions of this Section 6(a) shall not apply to, information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided, that, to the extent permissible, the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(b) Materials. The Executive will use Confidential Information only for normal and customary use in the Company's business, as determined reasonably and in good faith by the Company. The Executive will return to the Company all Confidential Information and copies thereof and all other property of the Company or any other member of the Company Group at any time upon the request of the Company and in any event immediately after termination of the Executive's employment. The Executive agrees to identify and return to the Company any copies of any Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 6 shall prevent the Executive from retaining a home computer (provided all Confidential Information has been removed), papers and other materials of a personal nature, including diaries, calendars and contact lists (excluding customer lists), information relating to the Executive's compensation or relating to reimbursement of expenses, information that may be needed for tax purposes, and copies of plans, programs and agreements relating to the Executive's employment.

(c) Non-Competition; Non-Solicitation.

(i) During the Restricted Period, the Executive shall not, directly or indirectly: (A) solicit, service, or assist any other individual, person, firm, or other entity in soliciting or servicing, any Customer for the purpose of providing and/or selling any products that are provided and/or sold by any member of the Company Group, or performing any services that are performed by any member of the Company Group, or performing any services or providing and/or selling any products that any member of the Company Group proposed to initiate performing, selling or providing during the twelve (12)-month period immediately preceding the Termination Date, based on active discussions with the Board that occurred during such twelve (12)-month period, as evidenced by existing memoranda, Board minutes or other written correspondence, and only to the extent the Company Group was capable of pursuing such proposals as a business and financial matter; (B) interfere with or damage any relationship and/or agreement between any member of the Company Group and any Customer; or (C) associate (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor, director or otherwise) with any Competitive Enterprise; provided, however, that the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as the Executive's direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity. The Executive acknowledges that this covenant has a unique, very substantial, and immeasurable value to the Company, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force, and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(ii) During the Restricted Period, the Executive shall not solicit, entice, persuade, or induce any individual who is employed or engaged by any member of the Company Group (or who was so employed or engaged within six (6) months immediately preceding the Executive's Termination Date) to terminate or refrain from continuing such employment or engagement or to become employed by or enter into contractual relations with any other individual or entity other than a member of the Company Group, and the Executive shall not hire, directly or indirectly, on the Executive's behalf or on behalf of any other person, as an employee, consultant, or otherwise, any such person.

(d) Mutual Non-Disparagement. The Executive agrees not to, at any time, make negative comments about or otherwise disparage any member of the Company Group or any officer, director, employee, shareholder, agent or product of any member of the Company Group, other than to officers, employees, or directors of the Company Group in the good faith performance of the Executive's duties to the Company while the Executive is employed by the Company. The Company agrees that it will direct the senior officers of the Company and its Subsidiaries as of the Termination Date and the members of the Board as of the Termination Date to refrain from making negative comments about the Executive or otherwise disparaging the Executive in any manner, including by making or issuing any official public statements or press releases disparaging the Executive. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) Inventions.

(i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, works of authorship, and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to or improved with the use of any Company Group resources and/or within the scope of the Executive's work with the Company, or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company Group, and that are made or conceived by the Executive, solely or jointly with others, during the Term, or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time, shall belong exclusively to the Company Group (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the "Inventions"). The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them upon the termination of the Term, or upon the Company's earlier written request. The Executive irrevocably conveys, transfers and assigns to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Term, make such applications, sign such papers, take all rightful oaths and perform all other acts as may be requested from time to time by the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company, and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the

Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(iii) 18 U.S.C. Section 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. Section 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. Section 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(f) Conflicting Obligations and Rights. The Executive agrees to inform the Company of any apparent conflicts between the Executive's work for the Company and any obligations the Executive may have to preserve the confidentiality of another's proprietary information or related materials before using the same on the Company's behalf. The Company shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

(g) Reasonableness of Restrictive Covenants. In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 6 hereof. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the other members of the Company Group and their Confidential Information, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and the other members of the Company Group, and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 6. It is also agreed that each member of the Company Group will have the right to enforce all of the Executive's obligations to any other member of the Company Group under this Agreement, including, without limitation, pursuant to this Section 6.

(h) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) Enforcement. The Executive acknowledges that, in the event of any breach or threatened breach of this Section 6, the business interests of the Company and the other members of the Company Group might be irreparably injured, the full extent of the damages to the Company and the other members of the Company Group might be impossible to ascertain, monetary damages might not be an adequate remedy for the Company and the other members of the Company Group, and the Company will be entitled to seek to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement.

7. **Cooperation**. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that, while employed by the Company and thereafter, the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, other members of the Company Group and their respective representatives, in defense of any claims that may be made against the Company or any other member of the Company Group, and will assist the Company and other members of the Company Group in the prosecution of any claims that may be made by the Company or any other member of the Company Group, to the extent that such claims are based on facts occurring during the Executive's employment with the Company (collectively, the "Claims"). During the pendency of any litigation or other proceeding involving Claims, the Executive shall not communicate with anyone (other than the Executive's attorneys and tax and/or financial advisors**,** and except to the extent that the Executive determines in good faith is necessary in connection with the performance of the Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any other member of the Company Group without, to the extent legally permitted to do so, giving prior written notice to the Company or the Company's counsel. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by the Executive in complying with this Section 7. The Company shall cooperate with the Executive on the timing and location of the Executive's cooperation and use its good faith efforts to limit any travel or interference with the Executive's other professional commitments. In addition, following the Executive's termination of employment, to the extent the Executive is not receiving any Severance Benefits in respect of such post-termination period, the Executive shall be compensated for the time spent for such cooperation at an hourly rate determined based on the Executive's Base Salary at the rate in effect as of the Termination Date.

8. **Whistleblower Protection; Protected Activity**.

(a) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede the Executive (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures, and the Executive shall not be required to notify the Company that such reports or disclosures have been made.

(b) The Executive hereby acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit the Executive from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean (i) filing a charge, complaint or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, and the National Labor Relations Board (the "Government Agencies"); or (ii) any rights the Executive may have under Section 7 of the National Labor Relations Act or equivalent state law to engage in concerted protected activity or to discuss the terms of employment or working conditions with or on behalf of coworkers, or to bring such issues to the attention of the Board at any time. The Executive understands that, in connection with such Protected Activity, the Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, the Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the relevant Government Agencies. The Executive further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement.

9. **Notices**. All notices, demands, requests or other communications, which may be or are required to be given or made by any party to any other party pursuant to this Agreement, shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by e-mail or facsimile transmission, addressed as follows:

(a) If to the Company:

HORNBECK OFFSHORE OPERATORS, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga
EVP, General Counsel & Chief Compliance Officer
E-Mail: samuel.giberga@hornbeckoffshore.com

with a copy (which shall not constitute notice) to:

WINSTEAD PC
24 Waterway Ave., Suite 500
The Woodlands, Texas 77380
Attention: R. Clyde Parker, Jr., Shareholder
E-Mail: cparker@winstead.com

If to the Executive:

Address last shown on the Company's books and records

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. **Severability**. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law. If any term or provision of this Agreement is found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

11. **Survival**. It is the express intention and agreement of the parties hereto that the provisions ofSections 5 through 22 shall survive the termination of employment of the Executive. In addition, all obligations of the Company to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

12. **No Assignments**. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (a) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder; and (b) the rights and obligations of the Company hereunder shall be assignable and delegable to an Affiliate or in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company, or similar transaction involving the Company or a successor corporation. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

13. **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

14. **Amendments; Modifications; Waivers**. No provision of this Agreement may be amended, modified, waived or discharged, unless such amendment, modification, waiver or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time unless such waiver specifically states that it is to be construed as a continuing waiver.

15. **Section Headings; Inconsistency**. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control, unless otherwise expressly provided.

16. **Governing Law**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Louisiana (but not including any choice of law rule that would cause the laws of another jurisdiction to apply).

17. **Dispute Resolution**. Each of the parties hereto irrevocably and unconditionally (a) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY OTHER MEMBER OF THE COMPANY GROUP, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), whether such Proceeding is based on contract, tort or otherwise; (b) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or its address as provided in Section 9; and (c) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by applicable law.

18. **Entire Agreement; Advice of Counsel**. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein, and supersedes and replaces all other agreements related to the subject matter hereof of, including, without limitation, the Original Agreement. The Executive acknowledges that, in connection with the Executive's entry into this Agreement, the Executive was advised, or had the opportunity to be advised, by an attorney of the Executive's choice on the terms and conditions of this Agreement, including, without limitation, on the application of Section 409A of the Code on the payments and benefits payable or to be paid to the Executive hereunder.

19. **Counterparts**. This Agreement may be executed (including by email with scan attachment) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

20. **Withholding**. The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

21. **Section 409A of the Code**.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A of the Code"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A of the Code and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to attempt to comply with Section 409A of the Code through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A of the Code. To the extent that any provision hereof is modified in order to comply with Section 409A of the Code, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A of the Code. For the sake of clarity, the Company shall have no obligation to indemnify the Executive for liabilities incurred as a result of Section 409A of the Code.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code, and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If the Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A of the Code payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A of the Code. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 22(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum with interest at the prime rate as published in *The Wall Street Journal* on the first business day following the date of the "separation from service," and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive; (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Section 409A of the Code, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

22. **Definitions**.

(a) "Affiliate" means any entity controlled by, in control of, or under common control with, the Company.

(b) "Cause" shall be limited to the following events: (i) the Executive's conviction of either (A) a felony involving moral turpitude or (B) any crime in connection with the Executive's employment that causes the Company Group a substantial detriment (in each case, excluding traffic offenses); (ii) actions or inactions by the Executive that clearly are contrary to the best interests of the Company Group and the express directives of the Board; provided, that, such actions or inactions by the Executive cause the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (iii) the Executive's willful failure to take actions permitted by law and necessary to implement policies of the Board that the Board has communicated to him in writing; provided, that, such policies that are reflected in minutes of a Board meeting attended in its entirety by the Executive shall be deemed communicated to the Executive to the extent the Executive received a copy of such minutes from the Secretary or the General Counsel of the Company promptly following approval by the Board; (iv) the Executive's continued failure to attend to his material duties as an executive officer of the Company Group following the Executive's receipt of written notice from the Board of such failure; provided, that, such failure by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (v) the Executive's commission of an act of fraud or material act of dishonesty or misappropriation involving the Company Group; (vi) the Executive's willful violation of law or gross negligence that is substantially detrimental to the Company; (vii) the material breach or material violation by the Executive of this Agreement or any other written agreement with a member of the Company Group, or any material violation of any written policy of the Company Group; provided, that, such material breach or material violation by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; or (viii) the Executive's habitual use of illicit drugs or habitual abuse of alcohol that, in the reasonable good faith opinion of the Board, renders the Executive unfit to serve as an officer of the Company Group. If any determination of habitual use or substantial dependence under clause (viii) is disputed by the Executive, the parties hereto agree to abide by the decision of a panel of three (3) physicians

appointed in the manner specified in Section 22(h) of the Agreement. For purposes of this "Cause" definition, no action or inaction will be considered "willful" or will constitute "gross negligence", if the Executive had a reasonable, good faith belief that such action or inaction was in the best interests of the Company Group. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for "Cause" hereunder, unless (A) written notice stating the basis for the termination is provided to the Executive, and (B) with the exception of clause (i) of this paragraph, the Executive is given ten (10) business days to cure the neglect or conduct that is the basis of such claim, to the extent curable.

(c) "Change of Control" has the meaning set forth in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.

(d) "Company Group" means the Company and each of its Subsidiaries and Affiliates.

(e) "Competitive Enterprise" means the offshore transportation of refined and unrefined petroleum products, offshore towing, offshore supply vessel services, anchor handling and towing services, well stimulation vessel services, well-test services, offshore pipeline remediation services, ROV support services, offshore construction services, and other services required in the offshore construction, energy exploration and production industry and in specialty services in coastal waters in the Restricted Area.

(f) "Confidential Information" means all non-public information concerning trade secrets, know-how, software, developments, inventions, processes, technology, designs, financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media, including any of the foregoing relating to research, operations, finances, current and proposed products and services, vendors, customers, advertising and marketing, and other non-public, proprietary and confidential information of the Company Group. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company competes, and information or knowledge possessed by the Executive prior to the Executive's employment by the Company shall not be considered Confidential Information.

(g) "Customer" means any person, firm, corporation or other entity whatsoever to whom the Company or its Subsidiaries provided or actively sought to provide services or sold or actively sought to sell any products within a twelve (12)-month period on, before, or after the Executive's Termination Date.

(h) "Disability" means that the Executive is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of at least three (3) months under any long term disability plan maintained by the Company that covers the Executive. In the absence of such a long term disability plan, "Disability" means the inability of the Executive, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, to perform the duties required of him under this Agreement for a period of at least ninety (90) days in any one (1)-year period. Upon such determination, the Board may terminate the Executive's employment under this Agreement,

subject to providing ten (10) days' prior written notice. The Executive agrees, in the event of any dispute hereunder as to whether a Disability exists, the parties hereto agree to abide by the decision of a panel of three (3) physicians. The Executive and the Board shall each appoint one member to the panel, and the third member of the panel shall be appointed by the other two members. The Executive agrees to make himself available for, and submit to examinations by, such physicians as may be directed by the Board. Failure to submit to any such examination shall constitute a breach of a material part of this Agreement. This Section 22(h) shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws.

(i) "Good Reason" means, unless otherwise agreed to in writing by the Executive, (i) any material diminution in the Executive's titles, duties, responsibilities, status or authorities with the Company or any of its material operating Subsidiaries; (ii) a material reduction in the Executive's Base Salary or Target Bonus; (iii) a relocation of the Executive's primary place of employment to a location more than thirty-five (35) miles farther from the Executive's primary residence than the current location of the Company's offices in Louisiana as of the Effective Date; or (iv) a material breach by the Company of this Agreement or any other agreement between the Company and the Executive. In order to invoke a termination for Good Reason, (A) the Executive must provide written notice within forty-five (45) days of the Executive becoming aware of the occurrence of any event of "Good Reason," (B) the Company must fail to cure such event within thirty (30) days of the giving of such notice, and (C) the Executive must terminate employment within forty-five (45) days following the expiration of the Company's cure period.

(j) "Restricted Area" means (i) the United States or (ii) any other country in which the Company Group conducts or takes concrete, active steps to conduct the Competitive Enterprise during the Executive's employment or service with the Company Group during the Restricted Period, as evidenced by existing memoranda, Board minutes or other written correspondence.

(k) "Restricted Period" means the period commencing on the Effective Date and ending twenty-four (24) months following the Executive's Termination Date.

(l) "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement or have caused this Agreement to be duly executed and delivered on their behalf.

**HORNBECK OFFSHORE OPERATORS, LLC**

By: /s/ Todd M. Hornbeck
Name: Todd M. Hornbeck
Title: Sole Manager, President and Chief Executive Officer

**EXECUTIVE**

/s/ John S. Cook
John S. Cook

**EXHIBIT A**
**OUTSIDE BOARD MEMBERSHIP**

**EXHIBIT B**
**GENERAL RELEASE**

I, **John S. Cook**, in consideration of payment by Hornbeck Offshore Operators, LLC (together with its Subsidiaries, the "Company") of the amounts set forth in Section 4[(d)][(e)][1] of the Employment Agreement, dated as of September 4, 2020 (the "Agreement"), do hereby release and forever discharge, as of the date hereof, the Company and its Affiliates and all of their respective present, former and future managers, directors, officers, employees, successors and assigns of the Company and its Affiliates and direct or indirect owners[, (which, for the avoidance of doubt, shall include the Permitted Holders (as defined in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.))] (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. My employment with the Company terminated as of [Date], and I hereby resign from any position as an officer, member of the board of managers or directors (as applicable) or fiduciary of the Company or any other member of the Company Group (or reaffirm any such resignation that may have already occurred). I understand that any payments or benefits paid or granted to me under Section 4 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 4 of the Agreement, unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. I understand and agree that such payments and benefits are subject to my continued material compliance with Section 6 of the Agreement (as more fully set forth in the Agreement) during the period in which I am paid the Severance Benefits pursuant to Section 4[(d)][(e)][2] of the Agreement, which (as noted below) expressly survive my termination of employment and the execution of this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy, or arrangement maintained or hereafter established by the Company or its Affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date on which I execute this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties, which I, my spouse, or any of my heirs, executors, administrators or assigns may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim, or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age

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1 Note to Draft: To specify applicable termination section.
2 Note to Draft: To specify applicable termination section.

Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; Sections 23:301 to 23:369 of the Louisiana Revised Statutes; Article 2315 of the Louisiana Civil Code; the Louisiana Workers' Compensation Act; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees, incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (a) any right to the Accrued Benefits or any Severance Benefits to which I am entitled under Section 4[(d)][(e)][3] of the Agreement, (b) any rights I have under Section 4(e) of the Agreement in the event a Qualifying Termination becomes a Change of Control Qualifying Termination, (c) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, or (d) my rights as an equity or security holder in the Company or its Affiliates.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver

[3] Note to Draft: To specify applicable termination section.

is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that I will forfeit all amounts payable by the Company pursuant to the Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement on or after the termination of my employment.

9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal, or other counsel of the Company as required by law.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity.

11. I hereby acknowledge that Sections 5 through 22 of the Agreement shall survive my execution of this General Release.

12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it, but I nonetheless shall continue to be bound by this General Release in all respects.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(i) I HAVE READ IT CAREFULLY;

(ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

(iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(iv) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(v) I HAVE HAD AT LEAST **TWENTY-ONE (21)** DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE TO CONSIDER IT AND THE CHANGES MADE SINCE MY RECEIPT OF THIS GENERAL RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED TWENTY-ONE (21)-DAY PERIOD;

(vi) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(vii) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(viii) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: _____ DATED: _____

**Exhibit 10.9**

***EXECUTION VERSION***

***Confidential***

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of September 4, 2020, by and between Hornbeck Offshore Operators, LLC, a Delaware limited liability company (the "Company"), and Samuel A. Giberga, an individual (the "Executive"). This Agreement shall become effective on the effective date of the Company's Plan of Reorganization (such date, the "Effective Date"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in Section 22.

**WHEREAS**, the Executive and the Company are party to that certain Employment Agreement (as amended from time to time, the "Original Agreement"), which this Agreement will replace and supersede in its entirety, effective as of the Effective Date;

**WHEREAS**, the Executive is currently employed as the Executive Vice President, General Counsel and Chief Compliance Officer of the Company; and

**WHEREAS**, the Company and the Executive desire to enter into this Agreement to set out the terms and conditions for the continued employment relationship of the Executive with the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Term**. The Company agrees to continue to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to continue to be so employed, commencing as of the Effective Date and ending on the fourth (4th) anniversary of the Effective Date (the "Initial Term"). On the last day of the Initial Term and on each one (1)-year anniversary thereof, the term of this Agreement shall be automatically extended for an additional one (1)-year period, unless either party hereto elects not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to any such renewal date. Notwithstanding the foregoing, the Executive's employment hereunder may be earlier terminated in accordance with Section 4 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder is referred to herein as the "Term." Upon any termination of the Executive's employment with the Company, the Executive shall be deemed to have resigned from all positions with the Company and all of its Subsidiaries.

2. **Positions and Duties**.

(a) During the Term, the Executive shall serve as the Executive Vice President, General Counsel and Chief Compliance Officer of the Company. In these capacities, the Executive shall have the duties, authorities and responsibilities generally commensurate with the duties, authorities and responsibilities of persons serving in similar capacities in similarly sized and situated companies, and such other duties, authorities and responsibilities as the Chief Executive Officer ("CEO") of the Company shall designate from time to time that are not inconsistent with the Executive's positions. The Executive shall report directly to the CEO .

(b) The Executive shall devote substantially all of the Executive's business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company; provided, that, the Executive shall be entitled to: (i) serve as a member of the board of directors (or equivalent governing body) of, or advisor to, (A) the entities listed on Exhibit A attached hereto and (B) such other entities that are not Competitive Enterprises, subject to the Executive providing prior written notice to the Board of Directors of the Company (the "Board"), (ii) serve on civic, charitable, educational, religious, public interest or public service boards, and (iii) manage the Executive's personal and family investments, in each case, to the extent such activities do not interfere, individually or in the aggregate, with the performance of the Executive's duties and responsibilities hereunder or create a business or fiduciary conflict.

(c) The Executive's principal place of employment will continue to be in Covington, Louisiana; provided, that, the Executive may be required to travel from time to time for business purposes.

3. **Compensation and Benefits**.

(a) Base Salary. During the Term, the Company shall pay to the Executive a base salary at an annual rate of not less than $305,000, in substantially equal installments in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive's base salary shall be subject to annual review by the Compensation Committee of the Board (the "Committee") and may be increased, but not decreased, from time to time by the Committee. The base salary as determined herein and adjusted from time to time shall constitute "Base Salary" for purposes of this Agreement.

(b) Annual Bonus. During each fiscal year during the Term, the Executive shall be eligible to participate in the Company's annual bonus plan, as established by the Committee and in effect from time to time for its senior executives, and will be paid a cash annual bonus under such plan (the "Annual Bonus"), to the extent earned based on performance against reasonably obtainable objective performance criteria. The performance criteria for each fiscal year shall be determined by the Committee, after consultation with the CEO, no later than ninety (90) days following the commencement of the applicable fiscal year. The Executive's target Annual Bonus opportunity for each fiscal year shall equal 100% of the Executive's annualized Base Salary for that fiscal year (the "Target Bonus"). The Executive's actual Annual Bonus for each fiscal year will equal a percentage of the Target Bonus, determined as follows: (i) 100% of the Target Bonus, if target levels of performance for that fiscal year are achieved; (ii) 50% of the Target Bonus, if threshold levels of performance for that fiscal year are achieved; (iii) 200% of the Target Bonus, if maximum levels of performance for that fiscal year are achieved; and (iv) a percentage of the Target Bonus determined in accordance with the plan, if performance for that fiscal year is in between threshold, target and maximum levels of performance. Unless otherwise determined by the Committee, the Executive will not earn an Annual Bonus if threshold levels of performance are not achieved. The Executive's Annual Bonus for each fiscal year shall be determined by the Committee after the end of the applicable fiscal year and shall be paid to the Executive when bonuses for such fiscal year are paid to other senior executives of the Company generally, but in no event later than seventy-four (74) days following the end of such fiscal year, subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned. In carrying out its functions under this Section 3(b), the Committee shall at all times act reasonably and in good faith.

(c) Benefit Plans. During the Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its employees generally and/or for the benefit of its senior executives as in effect from time to time, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder; provided, however, that the Company shall make commercially reasonable efforts to ensure that any health insurance benefit plan will not provide for a preexisting condition limitation. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(d) Business Expenses. The Executive is authorized to incur reasonable business expenses in carrying out the Executive's duties and responsibilities under this Agreement. The Executive shall be promptly reimbursed for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Term, subject to and in accordance with the Company's expense reimbursement policy as in effect from time to time.

(e) Automobile. During the Term, the Company shall continue to provide the Executive with an automobile and pay for such automobile's auto insurance, maintenance, and fuel; provided, that, the Executive shall pay all taxes related to the Executive's personal use of the automobile.

4. **Termination of Employment; Severance**.

(a) General. The Executive's employment and the Term shall terminate upon the earliest to occur of (i) the Executive's death, (ii) a termination by the Company due to the Executive's Disability, (iii) a termination by the Company with or without Cause, (iv) a termination by the Executive with or without Good Reason, and (v) the expiration of the Term (the date of such termination, the "Termination Date"). On the Termination Date, the Executive's role as (A) an officer of any member of the Company Group, (B) a member of the Board or similar body of any member of the Company Group and (C) a fiduciary of any Company Group benefit plan shall be deemed to have terminated, in each case, to the extent applicable and the Executive shall confirm the foregoing by submitting to the Company a written confirmation of such resignations upon request by the Board; provided, that, the foregoing shall not modify or diminish in any way the rights and/or remedies otherwise available to the Executive in connection with such termination.

(b) Termination Due to the Executive's Death or Disability. The Executive's employment and the Term shall terminate automatically upon the Executive's death. The Company may terminate the Executive's employment and the Term upon a final determination as to the occurrence of the Executive's Disability (with such determination made, for the avoidance of doubt, in accordance with the definition of Disability set forth below), with such termination to be effective ten (10) days following the date on which the Company provides written notice to the Executive of such determination in accordance with this Agreement and of such termination. Upon a termination of the Executive's employment and the Term due to the Executive's death or Disability, the Executive's estate or the Executive, as applicable, shall be entitled to the following:

(i) payment of any earned but unpaid Base Salary through the Termination Date, no later than sixty (60) days following the Termination Date (or such earlier date as may be required by applicable law);

(ii) payment of any earned but unpaid Annual Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, to be paid in accordance with Section 3(b) (the "Prior Year Bonus");

(iii) payment in lieu of any earned but unused vacation time in accordance with Company policy as in effect from time to time;

(iv) all other payments, benefits, or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement, payable in accordance therewith;

(v) reimbursement for any unreimbursed business expenses incurred through the Termination Date, in accordance with Section 3(d) (with the payments and benefits described in subparagraphs (i), (ii), (iii), (iv) and (v) hereof, collectively, the "Accrued Benefits");

(vi) a pro-rata portion of the Annual Bonus for the fiscal year in which the Termination Date occurs, determined by multiplying (A) the Annual Bonus that the Executive would have received for such fiscal year, based on actual performance (provided, that, any subjective performance goals will be deemed satisfied at target levels), by (B) a fraction, (I) the numerator of which is the number of calendar days that the Executive was employed with the Company during the fiscal year in which the Termination Date occurs, and (II) the denominator of which is the total number of calendar days in the fiscal year in which the Termination Date occurs, which amount shall be paid in accordance with Section 3(b); provided, however, that, for the avoidance of doubt, the requirement in Section 3(b) that payment of the Annual Bonus be subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned shall not apply (the "Pro-Rata Bonus"); and

(vii) subject to the Executive timely electing to continue the Executive's coverage, reimbursement for the employer portion of the monthly cost of maintaining medical, dental and/or vision benefits for the Executive under a group health plan of the Company for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended, "COBRA"), based on the premium rate in effect on the Termination Date (the "Benefit Payment"), until the earlier to occur of (A) twelve (12) months following the Termination Date and (B) the date the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms. The first installment of the Benefit Payment shall be paid on the sixtieth ($60^{th}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay.

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following a termination of the Executive's employment due to death or Disability, except as set forth in this Section 4(b), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company for Cause. The Company may terminate the Executive's employment at any time for Cause, effective upon delivery to the Executive of written notice of such termination. If the Executive's employment is terminated by the Company for Cause, the Executive shall be entitled only to the Accrued Benefits, exclusive, for the avoidance of doubt, of the Prior Year Bonus (if any), which shall be forfeited upon a termination for Cause.

Following the termination of the Executive's employment by the Company for Cause, except as set forth in this Section 4(c), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company Without Cause, Termination by the Executive for Good Reason or Termination Due to the Company's Non-Renewal of the Term. The Company may terminate the Executive's employment at any time without Cause, effective upon delivery to the Executive of written notice of such termination. The Executive may terminate the Executive's employment for Good Reason by providing the Company written notice in the manner set forth below. In the event that the Executive's employment is terminated by the Company without Cause (other than due to the Executive's death or Disability), by the Executive for Good Reason or due to the Company's non-renewal of the Term (each, a "Qualifying Termination"), in each case, subject to Section 4(g) below, the Executive shall be entitled to:

(i) the Accrued Benefits;

(ii) if the Qualifying Termination occurs at least halfway through the applicable fiscal year, the Pro-Rata Bonus;

(iii) an amount equal to two (2) (the "Severance Multiple") times the sum of the Executive's (A) Base Salary, at the rate in effect as of the Termination Date, and (B) Target Bonus, at the rate in effect as of the Effective Date (provided, that, if the Qualifying Termination is due to the Executive's termination of employment for Good Reason caused, in whole or in part, by a reduction in the Executive's Base Salary and/or Target Bonus, or if the Executive would have had grounds to terminate the Executive's employment for Good Reason on such basis at the time of a Qualifying Termination, each such amount shall be included in the foregoing calculation at the rate in effect prior to any decrease thereof) (the "Cash Severance"), which amount shall be payable in equal monthly installments over the twenty-four (24) month period following the Termination Date, provided, that, the first installment shall be paid on the sixtieth ($60^{h}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay; and

(iv) the Benefit Payment for the twenty-four (24)-month period following the Termination Date, or, if earlier, until the date on which the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms (with the payments described in subparagraphs (ii), (iii), and (iv) hereof, collectively, the "Severance Benefits").

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Payments and benefits provided in this Section 4(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

Following the termination of the Executive's employment due to a Qualifying Termination, except as set forth in this Section 4(d), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(e) Change of Control Qualifying Termination. This Section 4(e) shall apply if (i) the Executive's Qualifying Termination occurs during the two (2)-year period immediately following a Change of Control, or (ii) the Executive is terminated by the Company without Cause within the six (6)-month period immediately prior to a Change of Control (each, a "Change of Control Qualifying Termination"). To the extent a Change of Control Qualifying Termination occurs and the Executive is already receiving the benefits described in Section 4(d) in accordance with the terms thereof, the Executive shall no longer be eligible for the benefits described in Section 4(d) and instead shall be entitled exclusively to all of the benefits provided in this Section 4(e); provided, that, the benefits set forth under this Section 4(e) shall be reduced by any payments and benefits that the Executive already received in accordance with the terms of Section 4(d). For the avoidance of doubt, there shall be no duplication of the benefits under Section 4(d). If any such Change of Control Qualifying Termination occurs, the Executive (or the Executive's estate, if the Executive dies after such termination and execution of the Release (as defined in Section 4(g)) but before receiving such amount) shall receive the benefits set forth in Section 4(d), except that (A) the Severance Multiple shall be (I) three (3),if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, on or prior to the first anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (II) two and one-half (2.5), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the first anniversary, but on or prior to the second anniversary, of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; and (III) as set forth in Section 4(d)(iii), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the second anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (B) the Pro-Rata Bonus set forth in Section 4(d)(ii) shall be payable regardless of when in the applicable fiscal year the Termination Date occurs (*i.e.*, the Pro-Rata Bonus shall be payable even if the Termination Date occurs prior to the midpoint of the applicable fiscal year), and the amount of such Pro-Rata Bonus shall be determined based on deemed achievement of all performance criteria at target levels; and (C) the Pro-Rata Bonus, Cash Severance and Benefit Payment will be payable in a lump sum. For the avoidance of doubt, the Company's reorganization as of the Effective Date will not constitute a Change of Control.

(f) Termination by the Executive Without Good Reason or Due to the Executive's Non-Renewal of the Term. The Executive may terminate the Executive's employment without Good Reason by providing sixty (60) days' prior written notice to the Company or by electing not to renew the Term in accordance with Section 1 hereof. Upon receipt of such notice, the Company may, in its sole discretion, remove the Executive's title and require that the Executive not attend the workplace, perform any duties or contact any clients, suppliers or employees of the Company or any associated persons through the Termination Date ("the Garden Leave Period"); provided, that, for the avoidance of doubt, the foregoing restriction shall not prohibit the Executive from contacting employees for logistical or human resources purposes, in each case relating to the transition of the Executive's duties and/or termination of his employment, attending the workplace for purposes of removing the Executive's personal effects from the workplace (as reasonably permitted by the Company), or performing other ministerial tasks as required by the Company; and provided, further, that, during the Garden Leave Period, the Company shall continue to (i) pay to the Executive the Base Salary and (ii) provide to the Executive the existing benefits in accordance with the terms of the applicable plans. Upon the Executive's voluntary termination of employment without Good Reason, the Executive shall be entitled only to the Accrued Benefits. For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following any such termination of the Executive's employment, except as set forth in this Section 4(f), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(g) Release of Claims, Continued Compliance. Notwithstanding any provision herein to the contrary, the payment and provision of the Severance Benefits pursuant to Section 4(d) or Section 4(e) shall be conditioned upon the Executive's execution, delivery to the Company and non-revocation of the general release of claims substantially in the form attached hereto as Exhibit B (the "Release") (and the expiration of any revocation period contained in such Release) within sixty (60) days following the Termination Date, as well as the Executive's acknowledgement of, and the Executive's material compliance with, the Executive's obligations under Section 6, as further outlined in this paragraph below. If the Executive fails to execute the Release in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60)-day period, or timely revokes such release following its execution, the Executive shall not be entitled to any of the Severance Benefits. If the period of time during which the Executive may consider the Release begins in one calendar year and ends in the next calendar year, any amounts payable under this Section 4 that are contingent upon the execution and non-revocation of the Release shall be paid as soon as practicable in the second calendar year (provided, that, the Release has become effective and non-revocable), even if the Release first became effective and non-revocable in the first calendar year. Notwithstanding any provision in this Agreement to the contrary, if the Executive materially breaches any of the covenants contained in Section 6 while receiving the Severance Benefits under Section 4(d), the Company shall have the right, but not the obligation, to cease providing such Severance Benefits under Section 4(d); provided, that, a material breach of Section 6 can only occur for purposes of this Section 4(g) (and otherwise, without limiting any other remedies with respect thereto) if (i) the Company provides the Executive with written notice of the circumstances constituting the alleged material breach of such covenants within ninety (90) days after becoming aware of such circumstances and (ii) the alleged breach, if curable (which includes any commercial relationship resulting from such prohibited conduct), has not been cured within fifteen (15) days after receipt of the written notice described in clause (i) above.

(h) No Offset. In the event of termination of the Executive's employment for any reason, the Executive shall be under no obligation to seek other employment, and there shall be no offset against amounts due to the Executive on account of any remuneration or benefits provided by any subsequent employment the Executive may obtain. The Company's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or any other member of the Company Group may have against the Executive for any reason.

5. **Section 280G of the Code**.

(a) Shareholder Approval Exemption. If the Company is eligible for the shareholder vote exemption at the time of a Change of Control, the Company will subject the Executive's payments to a shareholder vote in accordance with Treasury Regulation Section 1.280G-1 and recommend approval thereof; provided, that, the Executive cooperates with all reasonable and customary requests in connection with such vote, including execution of any required documentation in connection therewith.

(b) Best-Net Cutback. Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company Group to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Internal Revenue of Code of 1986, as amended (the "Code"), and would, but for this Section 5, be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under subparagraph (i) above is less than the amount under subparagraph (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, and foreign income, employment, and excise taxes.

(c) Method of Reduction. The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code; provided, that, (i) cash payments shall be reduced before non-cash payments; and (ii) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(d) Determination. Any determination required under this Section 5, including whether any payments or benefits are parachute payments, shall be made in the sole discretion of a nationally recognized, independent accounting or consulting firm selected and paid for by the Company using reasonable assumptions on the Executive's tax rates (as determined by such firm). The Executive shall provide the Company with such information and documents as the Company and such accounting firm may reasonably request in order to make a determination under this Section 5. The parties shall cooperate to the extent necessary to reduce the Excise Tax, including determining "reasonable compensation" under Sections 280G and 4999 of the Code (which may involve the valuation of the Executive's non-compete obligations). The firm's determination shall be final and binding on the Executive and the Company absent manifest error.

6. **Restrictive Covenants**. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Confidential Information and will occupy a position of trust and confidence with respect to the affairs and business of the Company Group. The Executive further acknowledges that (I) the Executive performs services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company Group; (II) the Executive has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group; (III) in the course of the Executive's employment by a competitor, the Executive inevitably would use or disclose such Confidential Information; (IV) members of the Company Group have substantial relationships with their customers, and the Executive has had and will continue to have access to these customers; and (V) the Executive has received and will receive specialized training from the Company and other members of the Company Group. Accordingly, the Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Confidential Information and to protect the Company Group against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that would result in serious adverse consequences for the Company Group:

(a) Confidentiality. During the Executive's employment and at all times thereafter, the Executive shall not, directly or indirectly, use, make available, sell, copy, disseminate, transfer, communicate or otherwise disclose any Confidential Information, other than as authorized in writing by the Company or within the scope of the Executive's duties with the Company as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the term "Confidential Information" shall not include, and the provisions of this Section 6(a) shall not apply to, information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided, that, to the extent permissible, the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(b) Materials. The Executive will use Confidential Information only for normal and customary use in the Company's business, as determined reasonably and in good faith by the Company. The Executive will return to the Company all Confidential Information and copies thereof and all other property of the Company or any other member of the Company Group at any time upon the request of the Company and in any event immediately after termination of the Executive's employment. The Executive agrees to identify and return to the Company any copies of any Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 6 shall prevent the Executive from retaining a home computer (provided all Confidential Information has been removed), papers and other materials of a personal nature, including diaries, calendars and contact lists (excluding customer lists), information relating to the Executive's compensation or relating to reimbursement of expenses, information that may be needed for tax purposes, and copies of plans, programs and agreements relating to the Executive's employment.

(c) Non-Competition; Non-Solicitation.

(i) During the Restricted Period, the Executive shall not, directly or indirectly: (A) solicit, service, or assist any other individual, person, firm, or other entity in soliciting or servicing, any Customer for the purpose of providing and/or selling any products that are provided and/or sold by any member of the Company Group, or performing any services that are performed by any member of the Company Group, or performing any services or providing and/or selling any products that any member of the Company Group proposed to initiate performing, selling or providing during the twelve (12)-month period immediately preceding the Termination Date, based on active discussions with the Board that occurred during such twelve (12)-month period, as evidenced by existing memoranda, Board minutes or other written correspondence, and only to the extent the Company Group was capable of pursuing such proposals as a business and financial matter; (B) interfere with or damage any relationship and/or agreement between any member of the Company Group and any Customer; or (C) associate (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor, director or otherwise) with any Competitive Enterprise; provided, however, that the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as the Executive's direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity. The Executive acknowledges that this covenant has a unique, very substantial, and immeasurable value to the Company, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force, and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(ii) During the Restricted Period, the Executive shall not solicit, entice, persuade, or induce any individual who is employed or engaged by any member of the Company Group (or who was so employed or engaged within six (6) months immediately preceding the Executive's Termination Date) to terminate or refrain from continuing such employment or engagement or to become employed by or enter into contractual relations with any other individual or entity other than a member of the Company Group, and the Executive shall not hire, directly or indirectly, on the Executive's behalf or on behalf of any other person, as an employee, consultant, or otherwise, any such person.

(d) Mutual Non-Disparagement. The Executive agrees not to, at any time, make negative comments about or otherwise disparage any member of the Company Group or any officer, director, employee, shareholder, agent or product of any member of the Company Group, other than to officers, employees, or directors of the Company Group in the good faith performance of the Executive's duties to the Company while the Executive is employed by the Company. The Company agrees that it will direct the senior officers of the Company and its Subsidiaries as of the Termination Date and the members of the Board as of the Termination Date to refrain from making negative comments about the Executive or otherwise disparaging the Executive in any manner, including by making or issuing any official public statements or press releases disparaging the Executive. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) Inventions.

(i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, works of authorship, and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to or improved with the use of any Company Group resources and/or within the scope of the Executive's work with the Company, or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company Group, and that are made or conceived by the Executive, solely or jointly with others, during the Term, or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time, shall belong exclusively to the Company Group (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the "Inventions"). The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them upon the termination of the Term, or upon the Company's earlier written request. The Executive irrevocably conveys, transfers and assigns to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Term, make such applications, sign such papers, take all rightful oaths and perform all other acts as may be requested from time to time by the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company, and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the

Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(iii) 18 U.S.C. Section 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. Section 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. Section 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(f) Conflicting Obligations and Rights. The Executive agrees to inform the Company of any apparent conflicts between the Executive's work for the Company and any obligations the Executive may have to preserve the confidentiality of another's proprietary information or related materials before using the same on the Company's behalf. The Company shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

(g) Reasonableness of Restrictive Covenants. In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 6 hereof. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the other members of the Company Group and their Confidential Information, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and the other members of the Company Group, and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 6. It is also agreed that each member of the Company Group will have the right to enforce all of the Executive's obligations to any other member of the Company Group under this Agreement, including, without limitation, pursuant to this Section 6.

(h) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) Enforcement. The Executive acknowledges that, in the event of any breach or threatened breach of this Section 6, the business interests of the Company and the other members of the Company Group might be irreparably injured, the full extent of the damages to the Company and the other members of the Company Group might be impossible to ascertain, monetary damages might not be an adequate remedy for the Company and the other members of the Company Group, and the Company will be entitled to seek to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement.

7. **Cooperation**. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that, while employed by the Company and thereafter, the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, other members of the Company Group and their respective representatives, in defense of any claims that may be made against the Company or any other member of the Company Group, and will assist the Company and other members of the Company Group in the prosecution of any claims that may be made by the Company or any other member of the Company Group, to the extent that such claims are based on facts occurring during the Executive's employment with the Company (collectively, the "Claims"). During the pendency of any litigation or other proceeding involving Claims, the Executive shall not communicate with anyone (other than the Executive's attorneys and tax and/or financial advisors**,** and except to the extent that the Executive determines in good faith is necessary in connection with the performance of the Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any other member of the Company Group without, to the extent legally permitted to do so, giving prior written notice to the Company or the Company's counsel. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by the Executive in complying with this Section 7. The Company shall cooperate with the Executive on the timing and location of the Executive's cooperation and use its good faith efforts to limit any travel or interference with the Executive's other professional commitments. In addition, following the Executive's termination of employment, to the extent the Executive is not receiving any Severance Benefits in respect of such post-termination period, the Executive shall be compensated for the time spent for such cooperation at an hourly rate determined based on the Executive's Base Salary at the rate in effect as of the Termination Date.

8. **Whistleblower Protection; Protected Activity**.

(a) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede the Executive (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures, and the Executive shall not be required to notify the Company that such reports or disclosures have been made.

(b) The Executive hereby acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit the Executive from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean (i) filing a charge, complaint or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, and the National Labor Relations Board (the "Government Agencies"); or (ii) any rights the Executive may have under Section 7 of the National Labor Relations Act or equivalent state law to engage in concerted protected activity or to discuss the terms of employment or working conditions with or on behalf of coworkers, or to bring such issues to the attention of the Board at any time. The Executive understands that, in connection with such Protected Activity, the Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, the Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the relevant Government Agencies. The Executive further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement.

9. **Notices**. All notices, demands, requests or other communications, which may be or are required to be given or made by any party to any other party pursuant to this Agreement, shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by e-mail or facsimile transmission, addressed as follows:

(a) If to the Company:

HORNBECK OFFSHORE OPERATORS, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Todd M. Hornbeck, President and Chief Executive Officer
E-Mail: todd.hornbeck@hornbeckoffshore.com

with a copy (which shall not constitute notice) to:

WINSTEAD PC
24 Waterway Ave., Suite 500
The Woodlands, Texas 77380
Attention: R. Clyde Parker, Jr., Shareholder
E-Mail: cparker@winstead.com

(b) If to the Executive:

Address last shown on the Company's books and records

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. **Severability**. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law. If any term or provision of this Agreement is found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

11. **Survival**. It is the express intention and agreement of the parties hereto that the provisions of Sections 5 through 22 shall survive the termination of employment of the Executive. In addition, all obligations of the Company to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

12. **No Assignments**. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (a) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder; and (b) the rights and obligations of the Company hereunder shall be assignable and delegable to an Affiliate or in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company, or similar transaction involving the Company or a successor corporation. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

13. **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

14. **Amendments; Modifications; Waivers**. No provision of this Agreement may be amended, modified, waived or discharged, unless such amendment, modification, waiver or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time unless such waiver specifically states that it is to be construed as a continuing waiver.

15. **Section Headings; Inconsistency**. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control, unless otherwise expressly provided.

16. **Governing Law**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Louisiana (but not including any choice of law rule that would cause the laws of another jurisdiction to apply).

17. **Dispute Resolution**. Each of the parties hereto irrevocably and unconditionally (a) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY OTHER MEMBER OF THE COMPANY GROUP, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), whether such Proceeding is based on contract, tort or otherwise; (b) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or its address as provided in Section 9; and (c) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by applicable law.

18. **Entire Agreement; Advice of Counsel**. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein, and supersedes and replaces all other agreements related to the subject matter hereof of, including, without limitation, the Original Agreement. The Executive acknowledges that, in connection with the Executive's entry into this Agreement, the Executive was advised, or had the opportunity to be advised, by an attorney of the Executive's choice on the terms and conditions of this Agreement, including, without limitation, on the application of Section 409A of the Code on the payments and benefits payable or to be paid to the Executive hereunder.

19. **Counterparts**. This Agreement may be executed (including by email with scan attachment) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

20. **Withholding**. The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

21. **Section 409A of the Code**.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A of the Code"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A of the Code and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to attempt to comply with Section 409A of the Code through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A of the Code. To the extent that any provision hereof is modified in order to comply with Section 409A of the Code, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A of the Code. For the sake of clarity, the Company shall have no obligation to indemnify the Executive for liabilities incurred as a result of Section 409A of the Code.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code, and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If the Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A of the Code payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A of the Code. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 22(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum with interest at the prime rate as published in *The Wall Street Journal* on the first business day following the date of the "separation from service," and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive; (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Section 409A of the Code, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

22. **Definitions**.

(a) "Affiliate" means any entity controlled by, in control of, or under common control with, the Company.

(b) "Cause" shall be limited to the following events: (i) the Executive's conviction of either (A) a felony involving moral turpitude or (B) any crime in connection with the Executive's employment that causes the Company Group a substantial detriment (in each case, excluding traffic offenses); (ii) actions or inactions by the Executive that clearly are contrary to the best interests of the Company Group and the express directives of the Board; provided, that, such actions or inactions by the Executive cause the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (iii) the Executive's willful failure to take actions permitted by law and necessary to implement policies of the Board that the Board has communicated to him in writing; provided, that, such policies that are reflected in minutes of a Board meeting attended in its entirety by the Executive shall be deemed communicated to the Executive to the extent the Executive received a copy of such minutes from the Secretary or the General Counsel of the Company promptly following approval by the Board; (iv) the Executive's continued failure to attend to his material duties as an executive officer of the Company Group following the Executive's receipt of written notice from the Board of such failure; provided, that, such failure by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (v) the Executive's commission of an act of fraud or material act of dishonesty or misappropriation involving the Company Group; (vi) the Executive's willful violation of law or gross negligence that is substantially detrimental to the Company; (vii) the material breach or material violation by the Executive of this Agreement or any other written agreement with a member of the Company Group, or any material violation of any written policy of the Company Group; provided, that, such material breach or material violation by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; or (viii) the Executive's habitual use of illicit drugs or habitual abuse of alcohol that, in the reasonable good faith opinion of the Board, renders the Executive unfit to serve as an officer of the Company Group. If any determination of habitual use or substantial dependence under clause (viii) is disputed by the Executive, the parties hereto agree to abide by the decision of a panel of three (3) physicians

appointed in the manner specified in Section 22(h) of the Agreement. For purposes of this "Cause" definition, no action or inaction will be considered "willful" or will constitute "gross negligence", if the Executive had a reasonable, good faith belief that such action or inaction was in the best interests of the Company Group. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for "Cause" hereunder, unless (A) written notice stating the basis for the termination is provided to the Executive, and (B) with the exception of clause (i) of this paragraph, the Executive is given ten (10) business days to cure the neglect or conduct that is the basis of such claim, to the extent curable.

(c) "Change of Control" has the meaning set forth in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.

(d) "Company Group" means the Company and each of its Subsidiaries and Affiliates.

(e) "Competitive Enterprise" means the offshore transportation of refined and unrefined petroleum products, offshore towing, offshore supply vessel services, anchor handling and towing services, well stimulation vessel services, well-test services, offshore pipeline remediation services, ROV support services, offshore construction services, and other services required in the offshore construction, energy exploration and production industry and in specialty services in coastal waters in the Restricted Area.

(f) "Confidential Information" means all non-public information concerning trade secrets, know-how, software, developments, inventions, processes, technology, designs, financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media, including any of the foregoing relating to research, operations, finances, current and proposed products and services, vendors, customers, advertising and marketing, and other non-public, proprietary and confidential information of the Company Group. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company competes, and information or knowledge possessed by the Executive prior to the Executive's employment by the Company shall not be considered Confidential Information.

(g) "Customer" means any person, firm, corporation or other entity whatsoever to whom the Company or its Subsidiaries provided or actively sought to provide services or sold or actively sought to sell any products within a twelve (12)-month period on, before, or after the Executive's Termination Date.

(h) "Disability" means that the Executive is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of at least three (3) months under any long term disability plan maintained by the Company that covers the Executive. In the absence of such a long term disability plan, "Disability" means the inability of the Executive, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, to perform the duties required of him under this Agreement for a period of at least ninety (90) days in any one (1)-year period. Upon such determination, the Board may terminate the Executive's employment under this Agreement,

subject to providing ten (10) days' prior written notice. The Executive agrees, in the event of any dispute hereunder as to whether a Disability exists, the parties hereto agree to abide by the decision of a panel of three (3) physicians. The Executive and the Board shall each appoint one member to the panel, and the third member of the panel shall be appointed by the other two members. The Executive agrees to make himself available for, and submit to examinations by, such physicians as may be directed by the Board. Failure to submit to any such examination shall constitute a breach of a material part of this Agreement. This Section 22(h) shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws.

(i) "Good Reason" means, unless otherwise agreed to in writing by the Executive, (i) any material diminution in the Executive's titles, duties, responsibilities, status or authorities with the Company or any of its material operating Subsidiaries; (ii) a material reduction in the Executive's Base Salary or Target Bonus; (iii) a relocation of the Executive's primary place of employment to a location more than thirty-five (35) miles farther from the Executive's primary residence than the current location of the Company's offices in Louisiana as of the Effective Date; or (iv) a material breach by the Company of this Agreement or any other agreement between the Company and the Executive. In order to invoke a termination for Good Reason, (A) the Executive must provide written notice within forty-five (45) days of the Executive becoming aware of the occurrence of any event of "Good Reason," (B) the Company must fail to cure such event within thirty (30) days of the giving of such notice, and (C) the Executive must terminate employment within forty-five (45) days following the expiration of the Company's cure period.

(j) "Restricted Area" means (i) the United States or (ii) any other country in which the Company Group conducts or takes concrete, active steps to conduct the Competitive Enterprise during the Executive's employment or service with the Company Group during the Restricted Period, as evidenced by existing memoranda, Board minutes or other written correspondence.

(k) "Restricted Period" means the period commencing on the Effective Date and ending twenty-four (24) months following the Executive's Termination Date.

(l) "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement or have caused this Agreement to be duly executed and delivered on their behalf.

**HORNBECK OFFSHORE OPERATORS, LLC**

By: /s/ Todd M. Hornbeck
Name: Todd M. Hornbeck
Title: Sole Manager, President and Chief Executive Officer

**EXECUTIVE**

/s/ Samuel A. Giberga
Samuel A. Giberga

**EXHIBIT A**
**OUTSIDE BOARD MEMBERSHIP**

**EXHIBIT B**
**GENERAL RELEASE**

I, **Samuel A. Giberga**, in consideration of payment by Hornbeck Offshore Operators, LLC (together with its Subsidiaries, the "Company") of the amounts set forth in Section 4[(d)][(e)][1] of the Employment Agreement, dated as of September 4, 2020 (the "Agreement"), do hereby release and forever discharge, as of the date hereof, the Company and its Affiliates and all of their respective present, former and future managers, directors, officers, employees, successors and assigns of the Company and its Affiliates and direct or indirect owners[, (which, for the avoidance of doubt, shall include the Permitted Holders (as defined in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.))] (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. My employment with the Company terminated as of [Date], and I hereby resign from any position as an officer, member of the board of managers or directors (as applicable) or fiduciary of the Company or any other member of the Company Group (or reaffirm any such resignation that may have already occurred). I understand that any payments or benefits paid or granted to me under Section 4 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 4 of the Agreement, unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. I understand and agree that such payments and benefits are subject to my continued material compliance with Section 6 of the Agreement (as more fully set forth in the Agreement) during the period in which I am paid the Severance Benefits pursuant to Section 4[(d)][(e)][2] of the Agreement, which (as noted below) expressly survive my termination of employment and the execution of this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy, or arrangement maintained or hereafter established by the Company or its Affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date on which I execute this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties, which I, my spouse, or any of my heirs, executors, administrators or assigns may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim, or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age

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1 Note to Draft: To specify applicable termination section.
2 Note to Draft: To specify applicable termination section.

Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; Sections 23:301 to 23:369 of the Louisiana Revised Statutes; Article 2315 of the Louisiana Civil Code; the Louisiana Workers' Compensation Act; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees, incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (a) any right to the Accrued Benefits or any Severance Benefits to which I am entitled under Section 4[(d)][(e)][3] of the Agreement, (b) any rights I have under Section 4(e) of the Agreement in the event a Qualifying Termination becomes a Change of Control Qualifying Termination, (c) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, or (d) my rights as an equity or security holder in the Company or its Affiliates.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver

[3] Note to Draft: To specify applicable termination section.

is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that I will forfeit all amounts payable by the Company pursuant to the Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement on or after the termination of my employment.

9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal, or other counsel of the Company as required by law.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity.

11. I hereby acknowledge that Sections 5 through 22 of the Agreement shall survive my execution of this General Release.

12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it, but I nonetheless shall continue to be bound by this General Release in all respects.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(i) I HAVE READ IT CAREFULLY;

(ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

(iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(iv) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(v) I HAVE HAD AT LEAST **TWENTY-ONE (21)** DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE TO CONSIDER IT AND THE CHANGES MADE SINCE MY RECEIPT OF THIS GENERAL RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED TWENTY-ONE (21)-DAY PERIOD;

(vi) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(vii) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(viii) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: _____ DATED: _____

**Exhibit 10.10**

***Execution Version***
***Confidential***

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (this "Agreement") is entered into as of September 4, 2020, by and between Hornbeck Offshore Operators, LLC, a Delaware limited liability company (the "Company"), and Carl G. Annessa, an individual (the "Executive"). This Agreement shall become effective on the effective date of the Company's Plan of Reorganization (such date, the "Effective Date"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in Section 22.

**WHEREAS**, the Executive and the Company are party to that certain Amended and Restated Employment Agreement (as amended from time to time, the "Original Agreement"), which this Agreement will replace and supersede in its entirety, effective as of the Effective Date;

**WHEREAS**, the Executive is currently employed as the Executive Vice President of the Company; and

**WHEREAS**, the Company and the Executive desire to enter into this Agreement to set out the terms and conditions for the continued employment relationship of the Executive with the Company.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. **Term**. The Company agrees to continue to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to continue to be so employed, commencing as of the Effective Date and ending on the fourth (4th) anniversary of the Effective Date (the "Initial Term"). On the last day of the Initial Term and on each one (1)-year anniversary thereof, the term of this Agreement shall be automatically extended for an additional one (1)-year period, unless either party hereto elects not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to any such renewal date. Notwithstanding the foregoing, the Executive's employment hereunder may be earlier terminated in accordance with Section 4 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder is referred to herein as the "Term." Upon any termination of the Executive's employment with the Company, the Executive shall be deemed to have resigned from all positions with the Company and all of its Subsidiaries.

2. **Positions and Duties**.

(a) During the Term, the Executive shall serve as the Executive Vice President of the Company. In these capacities, the Executive shall have the duties, authorities and responsibilities generally commensurate with the duties, authorities and responsibilities of persons serving in similar capacities in similarly sized and situated companies, and such other duties, authorities and responsibilities as the Chief Executive Officer ("CEO") of the Company shall designate from time to time that are not inconsistent with the Executive's positions. The Executive shall report directly to the CEO.

(b) The Executive shall devote substantially all of the Executive's business time to the performance of the Executive's duties hereunder and the advancement of the business and affairs of the Company; provided, that, the Executive shall be entitled to: (i) serve as a member of the board of directors (or equivalent governing body) of, or advisor to, (A) the entities listed on Exhibit A attached hereto and (B) such other entities that are not Competitive Enterprises, subject to the Executive providing prior written notice to the Board of Directors of the Company (the "Board"), (ii) serve on civic, charitable, educational, religious, public interest or public service boards, and (iii) manage the Executive's personal and family investments, in each case, to the extent such activities do not interfere, individually or in the aggregate, with the performance of the Executive's duties and responsibilities hereunder or create a business or fiduciary conflict.

(c) The Executive's principal place of employment will continue to be in Covington, Louisiana; provided, that, the Executive may be required to travel from time to time for business purposes.

3. **Compensation and Benefits**.

(a) Base Salary. During the Term, the Company shall pay to the Executive a base salary at an annual rate of not less than $320,000, in substantially equal installments in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive's base salary shall be subject to annual review by the Compensation Committee of the Board (the "Committee") and may be increased, but not decreased, from time to time by the Committee. The base salary as determined herein and adjusted from time to time shall constitute "Base Salary" for purposes of this Agreement.

(b) Annual Bonus. During each fiscal year during the Term, the Executive shall be eligible to participate in the Company's annual bonus plan, as established by the Committee and in effect from time to time for its senior executives, and will be paid a cash annual bonus under such plan (the "Annual Bonus"), to the extent earned based on performance against reasonably obtainable objective performance criteria. The performance criteria for each fiscal year shall be determined by the Committee, after consultation with the CEO, no later than ninety (90) days following the commencement of the applicable fiscal year. The Executive's target Annual Bonus opportunity for each fiscal year shall equal 100% of the Executive's annualized Base Salary for that fiscal year (the "Target Bonus"). The Executive's actual Annual Bonus for each fiscal year will equal a percentage of the Target Bonus, determined as follows: (i) 100% of the Target Bonus, if target levels of performance for that fiscal year are achieved; (ii) 50% of the Target Bonus, if threshold levels of performance for that fiscal year are achieved; (iii) 200% of the Target Bonus, if maximum levels of performance for that fiscal year are achieved; and (iv) a percentage of the Target Bonus determined in accordance with the plan, if performance for that fiscal year is in between threshold, target and maximum levels of performance. Unless otherwise determined by the Committee, the Executive will not earn an Annual Bonus if threshold levels of performance are not achieved. The Executive's Annual Bonus for each fiscal year shall be determined by the Committee after the end of the applicable fiscal year and shall be paid to the Executive when bonuses for such fiscal year are paid to other senior executives of the Company generally, but in no event later than seventy-four (74) days following the end of such fiscal year, subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned. In carrying out its functions under this Section 3(b), the Committee shall at all times act reasonably and in good faith.

(c) Benefit Plans. During the Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its employees generally and/or for the benefit of its senior executives as in effect from time to time, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder; provided, however, that the Company shall make commercially reasonable efforts to ensure that any health insurance benefit plan will not provide for a preexisting condition limitation. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(d) Business Expenses. The Executive is authorized to incur reasonable business expenses in carrying out the Executive's duties and responsibilities under this Agreement. The Executive shall be promptly reimbursed for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Term, subject to and in accordance with the Company's expense reimbursement policy as in effect from time to time.

(e) Automobile. During the Term, the Company shall continue to provide the Executive with an automobile and pay for such automobile's auto insurance, maintenance, and fuel; provided, that, the Executive shall pay all taxes related to the Executive's personal use of the automobile.

4. **Termination of Employment; Severance**.

(a) General. The Executive's employment and the Term shall terminate upon the earliest to occur of (i) the Executive's death, (ii) a termination by the Company due to the Executive's Disability, (iii) a termination by the Company with or without Cause, (iv) a termination by the Executive with or without Good Reason, and (v) the expiration of the Term (the date of such termination, the "Termination Date"). On the Termination Date, the Executive's role as (A) an officer of any member of the Company Group, (B) a member of the Board or similar body of any member of the Company Group and (C) a fiduciary of any Company Group benefit plan shall be deemed to have terminated, in each case, to the extent applicable and the Executive shall confirm the foregoing by submitting to the Company a written confirmation of such resignations upon request by the Board; provided, that, the foregoing shall not modify or diminish in any way the rights and/or remedies otherwise available to the Executive in connection with such termination.

(b) Termination Due to the Executive's Death or Disability. The Executive's employment and the Term shall terminate automatically upon the Executive's death. The Company may terminate the Executive's employment and the Term upon a final determination as to the occurrence of the Executive's Disability (with such determination made, for the avoidance of doubt, in accordance with the definition of Disability set forth below), with such termination to be effective ten (10) days following the date on which the Company provides written notice to the Executive of such determination in accordance with this Agreement and of such termination. Upon a termination of the Executive's employment and the Term due to the Executive's death or Disability, the Executive's estate or the Executive, as applicable, shall be entitled to the following:

(i) payment of any earned but unpaid Base Salary through the Termination Date, no later than sixty (60) days following the Termination Date (or such earlier date as may be required by applicable law);

(ii) payment of any earned but unpaid Annual Bonus for the fiscal year preceding the fiscal year in which the Termination Date occurs, to be paid in accordance with Section 3(b) (the "Prior Year Bonus");

(iii) payment in lieu of any earned but unused vacation time in accordance with Company policy as in effect from time to time;

(iv) all other payments, benefits, or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement, payable in accordance therewith;

(v) reimbursement for any unreimbursed business expenses incurred through the Termination Date, in accordance with Section 3(d) (with the payments and benefits described in subparagraphs (i), (ii), (iii), (iv) and (v) hereof, collectively, the "Accrued Benefits");

(vi) a pro-rata portion of the Annual Bonus for the fiscal year in which the Termination Date occurs, determined by multiplying (A) the Annual Bonus that the Executive would have received for such fiscal year, based on actual performance (provided, that, any subjective performance goals will be deemed satisfied at target levels), by (B) a fraction, (I) the numerator of which is the number of calendar days that the Executive was employed with the Company during the fiscal year in which the Termination Date occurs, and (II) the denominator of which is the total number of calendar days in the fiscal year in which the Termination Date occurs, which amount shall be paid in accordance with Section 3(b); provided, however, that, for the avoidance of doubt, the requirement in Section 3(b) that payment of the Annual Bonus be subject to the Executive's continued employment with the Company through the end of the fiscal year with respect to which such Annual Bonus was earned shall not apply (the "Pro-Rata Bonus"); and

(vii) subject to the Executive timely electing to continue the Executive's coverage, reimbursement for the employer portion of the monthly cost of maintaining medical, dental and/or vision benefits for the Executive under a group health plan of the Company for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended, "COBRA"), based on the premium rate in effect on the Termination Date (the "Benefit Payment"), until the earlier to occur of (A) twelve (12) months following the Termination Date and (B) the date the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms. The first installment of the Benefit Payment shall be paid on the sixtieth ($60^{th}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay.

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following a termination of the Executive's employment due to death or Disability, except as set forth in this Section 4(b), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(c) Termination by the Company for Cause. The Company may terminate the Executive's employment at any time for Cause, effective upon delivery to the Executive of written notice of such termination. If the Executive's employment is terminated by the Company for Cause, the Executive shall be entitled only to the Accrued Benefits, exclusive, for the avoidance of doubt, of the Prior Year Bonus (if any), which shall be forfeited upon a termination for Cause.

Following the termination of the Executive's employment by the Company for Cause, except as set forth in this Section 4(c), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(d) Termination by the Company Without Cause, Termination by the Executive for Good Reason or Termination Due to the Company's Non-Renewal of the Term. The Company may terminate the Executive's employment at any time without Cause, effective upon delivery to the Executive of written notice of such termination. The Executive may terminate the Executive's employment for Good Reason by providing the Company written notice in the manner set forth below. In the event that the Executive's employment is terminated by the Company without Cause (other than due to the Executive's death or Disability), by the Executive for Good Reason or due to the Company's non-renewal of the Term (each, a "Qualifying Termination"), in each case, subject to Section 4(g) below, the Executive shall be entitled to:

(i) the Accrued Benefits;

(ii) if the Qualifying Termination occurs at least halfway through the applicable fiscal year, the Pro-Rata Bonus;

(iii) an amount equal to two (2) (the "Severance Multiple") times the sum of the Executive's (A) Base Salary, at the rate in effect as of the Termination Date, and (B) Target Bonus, at the rate in effect as of the Effective Date (provided, that, if the Qualifying Termination is due to the Executive's termination of employment for Good Reason caused, in whole or in part, by a reduction in the Executive's Base Salary and/or Target Bonus, or if the Executive would have had grounds to terminate the Executive's employment for Good Reason on such basis at the time of a Qualifying Termination, each such amount shall be included in the foregoing calculation at the rate in effect prior to any decrease thereof) (the "Cash Severance"), which amount shall be payable in equal monthly installments over the twenty-four (24) month period following the Termination Date, provided, that, the first installment shall be paid on the sixtieth ($60^{h}$) day following the Termination Date and shall include all amounts that would otherwise have been paid prior thereto absent the delay; and

(iv) the Benefit Payment for the twenty-four (24)-month period following the Termination Date, or, if earlier, until the date on which the Executive ceases to be eligible for such COBRA coverage under applicable law or plan terms (with the payments described in subparagraphs (ii), (iii), and (iv) hereof, collectively, the "Severance Benefits").

For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Payments and benefits provided in this Section 4(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

Following the termination of the Executive's employment due to a Qualifying Termination, except as set forth in this Section 4(d), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(e) Change of Control Qualifying Termination. This Section 4(e) shall apply if (i) the Executive's Qualifying Termination occurs during the two (2)-year period immediately following a Change of Control, or (ii) the Executive is terminated by the Company without Cause within the six (6)-month period immediately prior to a Change of Control (each, a "Change of Control Qualifying Termination"). To the extent a Change of Control Qualifying Termination occurs and the Executive is already receiving the benefits described in Section 4(d) in accordance with the terms thereof, the Executive shall no longer be eligible for the benefits described in Section 4(d) and instead shall be entitled exclusively to all of the benefits provided in this Section 4(e); provided, that, the benefits set forth under this Section 4(e) shall be reduced by any payments and benefits that the Executive already received in accordance with the terms of Section 4(d). For the avoidance of doubt, there shall be no duplication of the benefits under Section 4(d). If any such Change of Control Qualifying Termination occurs, the Executive (or the Executive's estate, if the Executive dies after such termination and execution of the Release (as defined in Section 4(g)) but before receiving such amount) shall receive the benefits set forth in Section 4(d), except that (A) the Severance Multiple shall be (I) three (3), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, on or prior to the first anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (II) two and one-half (2.5), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the first anniversary, but on or prior to the second anniversary, of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; and (III) as set forth in Section 4(d)(iii), if such Change of Control occurs, or the Company enters into a definitive agreement that would result in a Change of Control if consummated, in each case, after the second anniversary of the Effective Date, and a Change of Control Qualifying Termination occurs in connection therewith; (B) the Pro-Rata Bonus set forth in Section 4(d)(ii) shall be payable regardless of when in the applicable fiscal year the Termination Date occurs (*i.e.*, the Pro-Rata Bonus shall be payable even if the Termination Date occurs prior to the midpoint of the applicable fiscal year), and the amount of such Pro-Rata Bonus shall be determined based on deemed achievement of all performance criteria at target levels; and (C) the Pro-Rata Bonus, Cash Severance and Benefit Payment will be payable in a lump sum. For the avoidance of doubt, the Company's reorganization as of the Effective Date will not constitute a Change of Control.

(f) Termination by the Executive Without Good Reason or Due to the Executive's Non-Renewal of the Term. The Executive may terminate the Executive's employment without Good Reason by providing sixty (60) days' prior written notice to the Company or by electing not to renew the Term in accordance with Section 1 hereof. Upon receipt of such notice, the Company may, in its sole discretion, remove the Executive's title and require that the Executive not attend the workplace, perform any duties or contact any clients, suppliers or employees of the Company or any associated persons through the Termination Date ("the Garden Leave Period"); provided, that, for the avoidance of doubt, the foregoing restriction shall not prohibit the Executive from contacting employees for logistical or human resources purposes, in each case relating to the transition of the Executive's duties and/or termination of his employment, attending the workplace for purposes of removing the Executive's personal effects from the workplace (as reasonably permitted by the Company), or performing other ministerial tasks as required by the Company; and provided, further, that, during the Garden Leave Period, the Company shall continue to (i) pay to the Executive the Base Salary and (ii) provide to the Executive the existing benefits in accordance with the terms of the applicable plans. Upon the Executive's voluntary termination of employment without Good Reason, the Executive shall be entitled only to the Accrued Benefits. For the avoidance of doubt, any equity awards outstanding as of the Termination Date will receive the treatment set forth in the applicable award agreement. Following any such termination of the Executive's employment, except as set forth in this Section 4(f), the Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(g) Release of Claims, Continued Compliance. Notwithstanding any provision herein to the contrary, the payment and provision of the Severance Benefits pursuant to Section 4(d) or Section 4(e) shall be conditioned upon the Executive's execution, delivery to the Company and non-revocation of the general release of claims substantially in the form attached hereto as Exhibit B (the "Release") (and the expiration of any revocation period contained in such Release) within sixty (60) days following the Termination Date, as well as the Executive's acknowledgement of, and the Executive's material compliance with, the Executive's obligations under Section 6, as further outlined in this paragraph below. If the Executive fails to execute the Release in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60)-day period, or timely revokes such release following its execution, the Executive shall not be entitled to any of the Severance Benefits. If the period of time during which the Executive may consider the Release begins in one calendar year and ends in the next calendar year, any amounts payable under this Section 4 that are contingent upon the execution and non-revocation of the Release shall be paid as soon as practicable in the second calendar year (provided, that, the Release has become effective and non-revocable), even if the Release first became effective and non-revocable in the first calendar year. Notwithstanding any provision in this Agreement to the contrary, if the Executive materially breaches any of the covenants contained in Section 6 while receiving the Severance Benefits under Section 4(d), the Company shall have the right, but not the obligation, to cease providing such Severance Benefits under Section 4(d); provided, that, a material breach of Section 6 can only occur for purposes of this Section 4(g) (and otherwise, without limiting any other remedies with respect thereto) if (i) the Company provides the Executive with written notice of the circumstances constituting the alleged material breach of such covenants within ninety (90) days after becoming aware of such circumstances and (ii) the alleged breach, if curable (which includes any commercial relationship resulting from such prohibited conduct), has not been cured within fifteen (15) days after receipt of the written notice described in clause (i) above.

(h) No Offset. In the event of termination of the Executive's employment for any reason, the Executive shall be under no obligation to seek other employment, and there shall be no offset against amounts due to the Executive on account of any remuneration or benefits provided by any subsequent employment the Executive may obtain. The Company's obligation to make any payment pursuant to, and otherwise to perform its obligations under, this Agreement shall not be affected by any offset, counterclaim or other right that the Company or any other member of the Company Group may have against the Executive for any reason.

5. **Section 280G of the Code**.

(a) Shareholder Approval Exemption. If the Company is eligible for the shareholder vote exemption at the time of a Change of Control, the Company will subject the Executive's payments to a shareholder vote in accordance with Treasury Regulation Section 1.280G-1 and recommend approval thereof; provided, that, the Executive cooperates with all reasonable and customary requests in connection with such vote, including execution of any required documentation in connection therewith.

(b) Best-Net Cutback. Notwithstanding any other provision of this Agreement or any other plan, arrangement, or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company Group to the Executive or for the Executive's benefit pursuant to the terms of this Agreement or otherwise ("Covered Payments") constitute parachute payments within the meaning of Section 280G of the Internal Revenue of Code of 1986, as amended (the "Code"), and would, but for this Section 5, be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any similar tax imposed by state or local law or any interest or penalties with respect to such taxes (collectively, the "Excise Tax"), then prior to making the Covered Payments, a calculation shall be made comparing (i) the Net Benefit (as defined below) to the Executive of the Covered Payments after payment of the Excise Tax to (ii) the Net Benefit to the Executive if the Covered Payments are limited to the extent necessary to avoid being subject to the Excise Tax. Only if the amount calculated under subparagraph (i) above is less than the amount under subparagraph (ii) above will the Covered Payments be reduced to the minimum extent necessary to ensure that no portion of the Covered Payments is subject to the Excise Tax. "Net Benefit" shall mean the present value of the Covered Payments net of all federal, state, local, and foreign income, employment, and excise taxes.

(c) Method of Reduction. The Covered Payments shall be reduced in a manner that maximizes the Executive's economic position. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code; provided, that, (i) cash payments shall be reduced before non-cash payments; and (ii) payments to be made on a later payment date shall be reduced before payments to be made on an earlier payment date.

(d) Determination. Any determination required under this Section 5, including whether any payments or benefits are parachute payments, shall be made in the sole discretion of a nationally recognized, independent accounting or consulting firm selected and paid for by the Company using reasonable assumptions on the Executive's tax rates (as determined by such firm). The Executive shall provide the Company with such information and documents as the Company and such accounting firm may reasonably request in order to make a determination under this Section 5. The parties shall cooperate to the extent necessary to reduce the Excise Tax, including determining "reasonable compensation" under Sections 280G and 4999 of the Code (which may involve the valuation of the Executive's non-compete obligations). The firm's determination shall be final and binding on the Executive and the Company absent manifest error.

6. **Restrictive Covenants**. The Company and the Executive acknowledge and agree that during the Executive's employment with the Company, the Executive will have access to and may assist in developing Confidential Information and will occupy a position of trust and confidence with respect to the affairs and business of the Company Group. The Executive further acknowledges that (I) the Executive performs services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company Group; (II) the Executive has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company Group; (III) in the course of the Executive's employment by a competitor, the Executive inevitably would use or disclose such Confidential Information; (IV) members of the Company Group have substantial relationships with their customers, and the Executive has had and will continue to have access to these customers; and (V) the Executive has received and will receive specialized training from the Company and other members of the Company Group. Accordingly, the Executive agrees that the following obligations are necessary to preserve the confidential and proprietary nature of Confidential Information and to protect the Company Group against harmful solicitation of employees and customers, harmful competition and other actions by the Executive that would result in serious adverse consequences for the Company Group:

(a) Confidentiality. During the Executive's employment and at all times thereafter, the Executive shall not, directly or indirectly, use, make available, sell, copy, disseminate, transfer, communicate or otherwise disclose any Confidential Information, other than as authorized in writing by the Company or within the scope of the Executive's duties with the Company as determined reasonably and in good faith by the Executive. Anything herein to the contrary notwithstanding, the term "Confidential Information" shall not include, and the provisions of this Section 6(a) shall not apply to, information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided, that, to the extent permissible, the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information).

(b) Materials. The Executive will use Confidential Information only for normal and customary use in the Company's business, as determined reasonably and in good faith by the Company. The Executive will return to the Company all Confidential Information and copies thereof and all other property of the Company or any other member of the Company Group at any time upon the request of the Company and in any event immediately after termination of the Executive's employment. The Executive agrees to identify and return to the Company any copies of any Confidential Information after the Executive ceases to be employed by the Company. Anything to the contrary notwithstanding, nothing in this Section 6 shall prevent the Executive from retaining a home computer (provided all Confidential Information has been removed), papers and other materials of a personal nature, including diaries, calendars and contact lists (excluding customer lists), information relating to the Executive's compensation or relating to reimbursement of expenses, information that may be needed for tax purposes, and copies of plans, programs and agreements relating to the Executive's employment.

(c) Non-Competition; Non-Solicitation.

(i) During the Restricted Period, the Executive shall not, directly or indirectly: (A) solicit, service, or assist any other individual, person, firm, or other entity in soliciting or servicing, any Customer for the purpose of providing and/or selling any products that are provided and/or sold by any member of the Company Group, or performing any services that are performed by any member of the Company Group, or performing any services or providing and/or selling any products that any member of the Company Group proposed to initiate performing, selling or providing during the twelve (12)-month period immediately preceding the Termination Date, based on active discussions with the Board that occurred during such twelve (12)-month period, as evidenced by existing memoranda, Board minutes or other written correspondence, and only to the extent the Company Group was capable of pursuing such proposals as a business and financial matter; (B) interfere with or damage any relationship and/or agreement between any member of the Company Group and any Customer; or (C) associate (including, but not limited to, association as a sole proprietor, owner, employer, partner, principal, investor, joint venturer, shareholder, associate, employee, member, consultant, contractor, director or otherwise) with any Competitive Enterprise; provided, however, that the Executive may own, as a passive investor, securities of any such entity that has outstanding publicly traded securities, so long as the Executive's direct holdings in any such entity shall not in the aggregate constitute more than 5% of the voting power of such entity. The Executive acknowledges that this covenant has a unique, very substantial, and immeasurable value to the Company, that the Executive has sufficient assets and skills to provide a livelihood for the Executive while such covenant remains in force, and that, as a result of the foregoing, in the event that the Executive breaches such covenant, monetary damages would be an insufficient remedy for the Company and equitable enforcement of the covenant would be proper.

(ii) During the Restricted Period, the Executive shall not solicit, entice, persuade, or induce any individual who is employed or engaged by any member of the Company Group (or who was so employed or engaged within six (6) months immediately preceding the Executive's Termination Date) to terminate or refrain from continuing such employment or engagement or to become employed by or enter into contractual relations with any other individual or entity other than a member of the Company Group, and the Executive shall not hire, directly or indirectly, on the Executive's behalf or on behalf of any other person, as an employee, consultant, or otherwise, any such person.

(d) Mutual Non-Disparagement. The Executive agrees not to, at any time, make negative comments about or otherwise disparage any member of the Company Group or any officer, director, employee, shareholder, agent or product of any member of the Company Group, other than to officers, employees, or directors of the Company Group in the good faith performance of the Executive's duties to the Company while the Executive is employed by the Company. The Company agrees that it will direct the senior officers of the Company and its Subsidiaries as of the Termination Date and the members of the Board as of the Termination Date to refrain from making negative comments about the Executive or otherwise disparaging the Executive in any manner, including by making or issuing any official public statements or press releases disparaging the Executive. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) Inventions.

(i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, works of authorship, and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to or improved with the use of any Company Group resources and/or within the scope of the Executive's work with the Company, or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company Group, and that are made or conceived by the Executive, solely or jointly with others, during the Term, or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time, shall belong exclusively to the Company Group (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the "Inventions"). The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them upon the termination of the Term, or upon the Company's earlier written request. The Executive irrevocably conveys, transfers and assigns to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Term, make such applications, sign such papers, take all rightful oaths and perform all other acts as may be requested from time to time by the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company, and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the

Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(iii) 18 U.S.C. Section 1833(b) provides: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Nothing in this Agreement is intended to conflict with 18 U.S.C. Section 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. Section 1833(b). Accordingly, the parties to this Agreement have the right to disclose in confidence trade secrets to federal, state and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. The parties also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.

(f) Conflicting Obligations and Rights. The Executive agrees to inform the Company of any apparent conflicts between the Executive's work for the Company and any obligations the Executive may have to preserve the confidentiality of another's proprietary information or related materials before using the same on the Company's behalf. The Company shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

(g) Reasonableness of Restrictive Covenants. In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 6 hereof. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and the other members of the Company Group and their Confidential Information, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive acknowledges that each of these covenants has a unique, very substantial and immeasurable value to the Company and the other members of the Company Group, and that the Executive has sufficient assets and skills to provide a livelihood while such covenants remain in force. The Executive further covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 6. It is also agreed that each member of the Company Group will have the right to enforce all of the Executive's obligations to any other member of the Company Group under this Agreement, including, without limitation, pursuant to this Section 6.

(h) Reformation. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 6 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) Enforcement. The Executive acknowledges that, in the event of any breach or threatened breach of this Section 6, the business interests of the Company and the other members of the Company Group might be irreparably injured, the full extent of the damages to the Company and the other members of the Company Group might be impossible to ascertain, monetary damages might not be an adequate remedy for the Company and the other members of the Company Group, and the Company will be entitled to seek to enforce this Agreement by a temporary, preliminary and/or permanent injunction or other equitable relief. The Executive understands that the Company may waive some of the requirements expressed in this Agreement, but that such a waiver to be effective must be made in writing and should not in any way be deemed a waiver of the Company's right to enforce any other requirements or provisions of this Agreement. The Executive agrees that each of the Executive's obligations specified in this Agreement is a separate and independent covenant and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement.

7. **Cooperation**. Upon the receipt of reasonable notice from the Company (including through outside counsel), the Executive agrees that, while employed by the Company and thereafter, the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, other members of the Company Group and their respective representatives, in defense of any claims that may be made against the Company or any other member of the Company Group, and will assist the Company and other members of the Company Group in the prosecution of any claims that may be made by the Company or any other member of the Company Group, to the extent that such claims are based on facts occurring during the Executive's employment with the Company (collectively, the "Claims"). During the pendency of any litigation or other proceeding involving Claims, the Executive shall not communicate with anyone (other than the Executive's attorneys and tax and/or financial advisors**,** and except to the extent that the Executive determines in good faith is necessary in connection with the performance of the Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any other member of the Company Group without, to the extent legally permitted to do so, giving prior written notice to the Company or the Company's counsel. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by the Executive in complying with this Section 7. The Company shall cooperate with the Executive on the timing and location of the Executive's cooperation and use its good faith efforts to limit any travel or interference with the Executive's other professional commitments. In addition, following the Executive's termination of employment, to the extent the Executive is not receiving any Severance Benefits in respect of such post-termination period, the Executive shall be compensated for the time spent for such cooperation at an hourly rate determined based on the Executive's Base Salary at the rate in effect as of the Termination Date.

8. **Whistleblower Protection; Protected Activity**.

(a) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede the Executive (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal law or regulation. The Executive does not need the prior authorization of the Company to make any such reports or disclosures, and the Executive shall not be required to notify the Company that such reports or disclosures have been made.

(b) The Executive hereby acknowledges and agrees that nothing in this Agreement shall in any way limit or prohibit the Executive from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean (i) filing a charge, complaint or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Equal Employment Opportunity Commission, the Department of Labor, the Occupational Safety and Health Administration, and the National Labor Relations Board (the "Government Agencies"); or (ii) any rights the Executive may have under Section 7 of the National Labor Relations Act or equivalent state law to engage in concerted protected activity or to discuss the terms of employment or working conditions with or on behalf of coworkers, or to bring such issues to the attention of the Board at any time. The Executive understands that, in connection with such Protected Activity, the Executive is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, the Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the relevant Government Agencies. The Executive further understands that Protected Activity does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement.

9. **Notices**. All notices, demands, requests or other communications, which may be or are required to be given or made by any party to any other party pursuant to this Agreement, shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by e-mail or facsimile transmission, addressed as follows:

(a) If to the Company:

HORNBECK OFFSHORE OPERATORS, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga
EVP, General Counsel & Chief Compliance Officer
E-Mail: samuel.giberga@hornbeckoffshore.com

with a copy (which shall not constitute notice) to:

WINSTEAD PC
24 Waterway Ave., Suite 500
The Woodlands, Texas 77380
Attention: R. Clyde Parker, Jr., Shareholder
E-Mail: cparker@winstead.com

(b) If to the Executive:

Address last shown on the Company's books and records

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, confirmation of facsimile transmission or the affidavit of messenger being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

10. **Severability**. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law. If any term or provision of this Agreement is found to be invalid or unenforceable by a final determination of a court of competent jurisdiction, the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

11. **Survival**. It is the express intention and agreement of the parties hereto that the provisions of Sections 5 through 22 shall survive the termination of employment of the Executive. In addition, all obligations of the Company to make payments hereunder shall survive any termination of this Agreement on the terms and conditions set forth herein.

12. **No Assignments**. The rights and obligations of the parties to this Agreement shall not be assignable or delegable, except that (a) in the event of the Executive's death, the personal representative or legatees or distributees of the Executive's estate, as the case may be, shall have the right to receive any amount owing and unpaid to the Executive hereunder; and (b) the rights and obligations of the Company hereunder shall be assignable and delegable to an Affiliate or in connection with any subsequent merger, consolidation, sale of all or substantially all of the assets or equity interests of the Company, or similar transaction involving the Company or a successor corporation. The Company shall require any successor to the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

13. **Binding Effect**. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

14. **Amendments; Modifications; Waivers**. No provision of this Agreement may be amended, modified, waived or discharged, unless such amendment, modification, waiver or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time unless such waiver specifically states that it is to be construed as a continuing waiver.

15. **Section Headings; Inconsistency**. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control, unless otherwise expressly provided.

16. **Governing Law**. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Louisiana (but not including any choice of law rule that would cause the laws of another jurisdiction to apply).

17. **Dispute Resolution**. Each of the parties hereto irrevocably and unconditionally (a) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY OTHER MEMBER OF THE COMPANY GROUP, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), whether such Proceeding is based on contract, tort or otherwise; (b) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or its address as provided in Section 9; and (c) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by applicable law.

18. **Entire Agreement; Advice of Counsel**. This Agreement constitutes the entire agreement between the parties respecting the employment of the Executive, there being no representations, warranties or commitments except as set forth herein, and supersedes and replaces all other agreements related to the subject matter hereof of, including, without limitation, the Original Agreement. The Executive acknowledges that, in connection with the Executive's entry into this Agreement, the Executive was advised, or had the opportunity to be advised, by an attorney of the Executive's choice on the terms and conditions of this Agreement, including, without limitation, on the application of Section 409A of the Code on the payments and benefits payable or to be paid to the Executive hereunder.

19. **Counterparts**. This Agreement may be executed (including by email with scan attachment) in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

20. **Withholding**. The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

21. **Section 409A of the Code**.

(a) The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A of the Code"), and accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Executive notifies the Company (with specificity as to the reason therefor) that the Executive believes that any provision of this Agreement (or of any award of compensation, including equity compensation or benefits) would cause the Executive to incur any additional tax or interest under Section 409A of the Code and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with the Executive, reform such provision to attempt to comply with Section 409A of the Code through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A of the Code. To the extent that any provision hereof is modified in order to comply with Section 409A of the Code, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Section 409A of the Code. For the sake of clarity, the Company shall have no obligation to indemnify the Executive for liabilities incurred as a result of Section 409A of the Code.

(b) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code, and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If the Executive is deemed on the Termination Date to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A of the Code payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6) month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Section 409A of the Code. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 22(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum with interest at the prime rate as published in *The Wall Street Journal* on the first business day following the date of the "separation from service," and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A of the Code, (i) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive; (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(d) For purposes of Section 409A of the Code, the Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

22. **Definitions**.

(a) "Affiliate" means any entity controlled by, in control of, or under common control with, the Company.

(b) "Cause" shall be limited to the following events: (i) the Executive's conviction of either (A) a felony involving moral turpitude or (B) any crime in connection with the Executive's employment that causes the Company Group a substantial detriment (in each case, excluding traffic offenses); (ii) actions or inactions by the Executive that clearly are contrary to the best interests of the Company Group and the express directives of the Board; provided, that, such actions or inactions by the Executive cause the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (iii) the Executive's willful failure to take actions permitted by law and necessary to implement policies of the Board that the Board has communicated to him in writing; provided, that, such policies that are reflected in minutes of a Board meeting attended in its entirety by the Executive shall be deemed communicated to the Executive to the extent the Executive received a copy of such minutes from the Secretary or the General Counsel of the Company promptly following approval by the Board; (iv) the Executive's continued failure to attend to his material duties as an executive officer of the Company Group following the Executive's receipt of written notice from the Board of such failure; provided, that, such failure by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; (v) the Executive's commission of an act of fraud or material act of dishonesty or misappropriation involving the Company Group; (vi) the Executive's willful violation of law or gross negligence that is substantially detrimental to the Company; (vii) the material breach or material violation by the Executive of this Agreement or any other written agreement with a member of the Company Group, or any material violation of any written policy of the Company Group; provided, that, such material breach or material violation by the Executive causes the Company Group a substantial detriment or could reasonably be expected to cause a substantial detriment to the Company Group as determined by the Board in good faith; or (viii) the Executive's habitual use of illicit drugs or habitual abuse of alcohol that, in the reasonable good faith opinion of the Board, renders the Executive unfit to serve as an officer of the Company Group. If any determination of habitual use or substantial dependence under clause (viii) is disputed by the Executive, the parties hereto agree to abide by the decision of a panel of three (3) physicians

appointed in the manner specified in Section 22(h) of the Agreement. For purposes of this "Cause" definition, no action or inaction will be considered "willful" or will constitute "gross negligence", if the Executive had a reasonable, good faith belief that such action or inaction was in the best interests of the Company Group. Anything herein to the contrary notwithstanding, the Executive shall not be terminated for "Cause" hereunder, unless (A) written notice stating the basis for the termination is provided to the Executive, and (B) with the exception of clause (i) of this paragraph, the Executive is given ten (10) business days to cure the neglect or conduct that is the basis of such claim, to the extent curable.

(c) "Change of Control" has the meaning set forth in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.

(d) "Company Group" means the Company and each of its Subsidiaries and Affiliates.

(e) "Competitive Enterprise" means the offshore transportation of refined and unrefined petroleum products, offshore towing, offshore supply vessel services, anchor handling and towing services, well stimulation vessel services, well-test services, offshore pipeline remediation services, ROV support services, offshore construction services, and other services required in the offshore construction, energy exploration and production industry and in specialty services in coastal waters in the Restricted Area.

(f) "Confidential Information" means all non-public information concerning trade secrets, know-how, software, developments, inventions, processes, technology, designs, financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media, including any of the foregoing relating to research, operations, finances, current and proposed products and services, vendors, customers, advertising and marketing, and other non-public, proprietary and confidential information of the Company Group. Notwithstanding anything to the contrary contained herein, the general skills, knowledge and experience gained during the Executive's employment with the Company, information publicly available or generally known within the industry or trade in which the Company competes, and information or knowledge possessed by the Executive prior to the Executive's employment by the Company shall not be considered Confidential Information.

(g) "Customer" means any person, firm, corporation or other entity whatsoever to whom the Company or its Subsidiaries provided or actively sought to provide services or sold or actively sought to sell any products within a twelve (12)-month period on, before, or after the Executive's Termination Date.

(h) "Disability" means that the Executive is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of at least three (3) months under any long term disability plan maintained by the Company that covers the Executive. In the absence of such a long term disability plan, "Disability" means the inability of the Executive, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, to perform the duties required of him under this Agreement for a period of at least ninety (90) days in any one (1)-year period. Upon such determination, the Board may terminate the Executive's employment under this Agreement,

subject to providing ten (10) days' prior written notice. The Executive agrees, in the event of any dispute hereunder as to whether a Disability exists, the parties hereto agree to abide by the decision of a panel of three (3) physicians. The Executive and the Board shall each appoint one member to the panel, and the third member of the panel shall be appointed by the other two members. The Executive agrees to make himself available for, and submit to examinations by, such physicians as may be directed by the Board. Failure to submit to any such examination shall constitute a breach of a material part of this Agreement. This Section 22(h) shall be interpreted and applied so as to comply with the provisions of the Americans with Disabilities Act and any applicable state or local laws.

(i) "Good Reason" means, unless otherwise agreed to in writing by the Executive, (i) any material diminution in the Executive's titles, duties, responsibilities, status or authorities with the Company or any of its material operating Subsidiaries; (ii) a material reduction in the Executive's Base Salary or Target Bonus; (iii) a relocation of the Executive's primary place of employment to a location more than thirty-five (35) miles farther from the Executive's primary residence than the current location of the Company's offices in Louisiana as of the Effective Date; or (iv) a material breach by the Company of this Agreement or any other agreement between the Company and the Executive. In order to invoke a termination for Good Reason, (A) the Executive must provide written notice within forty-five (45) days of the Executive becoming aware of the occurrence of any event of "Good Reason," (B) the Company must fail to cure such event within thirty (30) days of the giving of such notice, and (C) the Executive must terminate employment within forty-five (45) days following the expiration of the Company's cure period.

(j) "Restricted Area" means (i) the United States or (ii) any other country in which the Company Group conducts or takes concrete, active steps to conduct the Competitive Enterprise during the Executive's employment or service with the Company Group during the Restricted Period, as evidenced by existing memoranda, Board minutes or other written correspondence.

(k) "Restricted Period" means the period commencing on the Effective Date and ending twenty-four (24) months following the Executive's Termination Date.

(l) "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement or have caused this Agreement to be duly executed and delivered on their behalf.

**HORNBECK OFFSHORE OPERATORS, LLC**

By: /s/ Todd M. Hornbeck
Name: Todd M. Hornbeck
Title: Sole Manager, President and Chief Executive Officer

**EXECUTIVE**

/s/ Carl G. Annessa
Carl G. Annessa

**EXHIBIT A**
**OUTSIDE BOARD MEMBERSHIP**

**EXHIBIT B**
**GENERAL RELEASE**

I, **Carl G. Annessa**, in consideration of payment by Hornbeck Offshore Operators, LLC (together with its Subsidiaries, the "Company") of the amounts set forth in Section 4[(d)][(e)][1] of the Employment Agreement, dated as of September 4, 2020 (the "Agreement"), do hereby release and forever discharge, as of the date hereof, the Company and its Affiliates and all of their respective present, former and future managers, directors, officers, employees, successors and assigns of the Company and its Affiliates and direct or indirect owners[, (which, for the avoidance of doubt, shall include the Permitted Holders (as defined in the 2020 Management Incentive Plan of Hornbeck Offshore Services, Inc.))] (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. My employment with the Company terminated as of [Date], and I hereby resign from any position as an officer, member of the board of managers or directors (as applicable) or fiduciary of the Company or any other member of the Company Group (or reaffirm any such resignation that may have already occurred). I understand that any payments or benefits paid or granted to me under Section 4 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 4 of the Agreement, unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. I understand and agree that such payments and benefits are subject to my continued material compliance with Section 6 of the Agreement (as more fully set forth in the Agreement) during the period in which I am paid the Severance Benefits pursuant to Section 4[(d)][(e)][2] of the Agreement, which (as noted below) expressly survive my termination of employment and the execution of this General Release. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy, or arrangement maintained or hereafter established by the Company or its Affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date on which I execute this General Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties, which I, my spouse, or any of my heirs, executors, administrators or assigns may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim, or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age

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1 Note to Draft: To specify applicable termination section.
2 Note to Draft: To specify applicable termination section.

Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; Sections 23:301 to 23:369 of the Louisiana Revised Statutes; Article 2315 of the Louisiana Civil Code; the Louisiana Workers' Compensation Act; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees, incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (a) any right to the Accrued Benefits or any Severance Benefits to which I am entitled under Section 4[(d)][(e)][3] of the Agreement, (b) any rights I have under Section 4(e) of the Agreement in the event a Qualifying Termination becomes a Change of Control Qualifying Termination, (c) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, or (d) my rights as an equity or security holder in the Company or its Affiliates.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver

[3] Note to Draft: To specify applicable termination section.

is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that I will forfeit all amounts payable by the Company pursuant to the Agreement if I challenge the validity of this General Release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement on or after the termination of my employment.

9. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone. The Company agrees to disclose any such information only to any tax, legal, or other counsel of the Company as required by law.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the National Association of Securities Dealers, Inc. (NASD), any other self-regulatory organization or governmental entity.

11. I hereby acknowledge that Sections 5 through 22 of the Agreement shall survive my execution of this General Release.

12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it, but I nonetheless shall continue to be bound by this General Release in all respects.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

14. Whenever possible, each provision of this General Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(i) I HAVE READ IT CAREFULLY;

(ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

(iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(iv) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

(v) I HAVE HAD AT LEAST**TWENTY-ONE (21)**] DAYS FROM THE DATE OF MY RECEIPT OF THIS GENERAL RELEASE TO CONSIDER IT AND THE CHANGES MADE SINCE MY RECEIPT OF THIS GENERAL RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED TWENTY-ONE (21)-DAY PERIOD;

(vi) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(vii) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(viii) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: _____ DATED: _____

**Exhibit 10.11**

***Execution Version***

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**FIRST LIEN TERM LOAN CREDIT AGREEMENT**

**DATED AS OF**

**SEPTEMBER 4, 2020**

**AMONG**

**HORNBECK OFFSHORE SERVICES, INC.,**

**AS PARENT BORROWER,**

**HORNBECK OFFSHORE SERVICES, LLC,**

**AS CO-BORROWER,**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**AS ADMINISTRATIVE AGENT,**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**AS COLLATERAL AGENT**

**AND**

**THE LENDERS PARTY HERETO**

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**THIS FIRST LIEN TERM LOAN CREDIT AGREEMENT** dated as of September 4, 2020 (the "Effective Date"), is entered into by and among: Hornbeck Offshore Services, Inc., a Delaware corporation ("HOSI" or the "Parent Borrower"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("HOS" or the "Co-Borrower"); and the Parent Borrower together with the Co-Borrower, collectively, the "Borrowers" and each, a "Borrower"; each of the Lenders from time to time party hereto; Wilmington Trust, National Association as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

## R E C I T A L S

WHEREAS, the capitalized terms used in these preliminary statements shall have the respective meanings set forth for such terms in Article I hereof;

WHEREAS, on May 19, 2020, the Borrowers and certain Subsidiaries of the Parent Borrower filed voluntary petitions with the Bankruptcy Court (collectively, the "Debtors") initiating their respective cases under chapter 11 of the Bankruptcy Code (each case of the Borrowers and such Subsidiaries, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and in the management of their businesses pursuant to Section 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Debtors filed the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization (Docket No. 7) (the "Plan of Reorganization") with the Bankruptcy Court on May 19, 2020, which Plan of Reorganization was confirmed by the Bankruptcy Court on June 19, 2020;

WHEREAS, the Borrowers have requested, and the Lenders have agreed to provide (on the terms and subject to the conditions set forth herein), a first lien senior secured term loan facility as contemplated by the Plan of Reorganization;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

## ARTICLE I
## Definitions and Accounting Matters

Section 1.01 Terms Defined Above. As used in this Agreement, each term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acceptable Junior Lien Intercreditor Agreement" means a customary intercreditor agreement, subordination agreement, collateral trust agreement or other intercreditor arrangement (which may, if applicable, consist of a payment waterfall) in form and substance reasonably satisfactory to the Required Lenders (and under which the Indebtedness shall be treated as senior indebtedness), as such agreements may be amended, supplemented, modified or restated in accordance with the terms thereof.

"Account Control Agreement" has the meaning assigned to such term in the Guaranty and Collateral Agreement.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" has the meaning specified in the recital of parties to this Agreement.

"Administrative Agent Parties" has the meaning assigned to such term in Section 12.14(f).

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affected Loans" has the meaning assigned such term in Section 5.05.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For the avoidance of doubt, an employee stock ownership plan sponsored by any Borrower shall not be an "Affiliate".

"Affiliate Transaction" has the meaning assigned to such term in Section 9.06.

"After-Acquired Vessel" means any Vessel that is acquired or constructed by the Parent Borrower or any Restricted Subsidiary thereof following the Effective Date (and for the avoidance of doubt, excluding all Vessels that are included in the Vessel Collateral as of the Effective Date, but including the HOS Warhorse and HOS Wild Horse).

"Agents" means the Administrative Agent and the Collateral Agent.

"Agreement" means this First Lien Term Loan Credit Agreement, together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases or rearrangements thereof.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) the LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Rate or the LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or the LIBO Rate, respectively. Notwithstanding the foregoing, the Alternate Base Rate shall never be less than 2.00%.

"Anti-Terrorism Laws" means any laws and regulations relating to sanctions, terrorism or money laundering, including the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act (as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced).

"Applicable Interest Rate" means, for any day,

(a) from the Effective Date until the day immediately preceding the third anniversary thereof, with respect to any ABR Loan, 8.50%, and with respect to any Eurodollar Loan, 9.50%, and

(b) from the third anniversary of the Effective Date and thereafter, with respect to any ABR Loan, 10.00%, and with respect to any Eurodollar Loan, 11.00%.

"Applicable Percentage" means, with respect to any Lender, the percentage of the total unused Commitments and Loans represented by such Lender's Commitment and outstanding Loans from time to time in effect.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Lender" means, with respect to any Lender, (i) any fund or similar investment vehicle the investment decisions with respect to which are made by (x) such Lender or (y) an investment manager or other Person that manages such Lender or (ii) the Affiliates of each of the foregoing to the extent that the investment decisions with respect to which are made as specified in (x) and (y) above.

"Approved Vessel Reflagging Transaction" means any transaction in which a Loan Party changes the flag or documentation or registration of any Vessel Collateral flagged under the laws of the United States ("Effective Date U.S. Flagged Vessels") listed on Schedule 8.11(b); provided that:

(i) no Loan Party shall be permitted to change the flag or documentation or registration of any Effective Date U.S. Flagged Vessel that is an MPSV;

(ii) other than in the case of Effective Date Low Spec Specified Vessels, no more than three (3) Effective Date U.S. Flagged Vessels may have their flag or documentation or registration changed if the result thereof is that such Effective Date U.S. Flagged Vessel is no longer flagged under the laws of the United States;

(iii) other than in the case of Effective Date Low Spec Specified Vessels, the aggregate Effective Date Vessel Collateral Value of all such Effective Date U.S. Flagged Vessels with respect to which the flag or documentation or registration has changed since the Effective Date with the result that such Vessel Collateral is no longer flagged under the laws of the United States shall not exceed $75,000,000; and

(iv) for the avoidance of doubt, Effective Date Low Spec Specified Vessels are not subject to the limitations in the preceding clauses (ii) and (iii).

"Asset Sale" means the sale, lease, conveyance or other disposition of any Property of the Parent Borrower or any Restricted Subsidiary thereof (a "disposition") (including, without limitation, as the result of an Event of Loss, by way of a Sale Leaseback Transaction or by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division") (provided that the disposition of all or substantially all of the Property of the Parent Borrower and its Restricted Subsidiaries taken as a whole will be subject to Section 9.04 of this Agreement). Notwithstanding the foregoing provisions of this definition, the following transactions will be deemed not to be Asset Sales: (A) any disposition (whether in a single transaction or a series of related transactions) for consideration below $250,000; provided that, in any fiscal year of the Parent Borrower, the aggregate consideration from dispositions that are deemed not to be Asset Sales pursuant to this clause (A) shall not exceed $2,500,000; (B) a disposition of any Property by any Borrower to another Loan Party or by a Guarantor to any Borrower or another Guarantor; (C) a disposition of Property that constitutes a Permitted Investment or a Restricted Payment that is permitted by Section 9.01; (D) any charter or lease of any Vessel Collateral or other Property entered into in the ordinary course of business and with respect to which the Parent Borrower or any Restricted Subsidiary thereof is the lessor or Person granting the charter, unless such charter or lease provides for the acquisition of such Vessel Collateral or other Property by the lessee during or at the end of the term thereof for an amount that is less than the fair market value thereof at the time the right to acquire such Property occurs; (E) a disposition of inventory in the ordinary course of business; (F) a disposition of cash, Cash Equivalents or similar investments in the ordinary course of business; (G) [reserved], (H) any disposition of obsolete or excess equipment or other Property (other than Vessels); (I) a disposition of Property by a Restricted Subsidiary of the Parent Borrower to a Loan Party or by a Restricted Subsidiary of the Parent Borrower that is not a Loan Party to another Restricted Subsidiary of the Parent Borrower that is not a Loan Party; (J) dispositions of Property (other than Vessel Collateral and Material Real Property Interests) to the extent that (1) such Property is exchanged for credit against the purchase price of similar replacement Property that is promptly purchased or (2) the proceeds of such disposition are promptly applied to the purchase price of such replacement Property (which replacement Property is actually promptly purchased) (provided that, in the case of sub-clauses (1) and (2), if the Property so disposed is Collateral, the replacement Property shall be Collateral) and (K) leases, subleases, rights of use, passage or access, or any other related leases or rights in respect of Real Property Interests.

"Asset Sale Proceeds Account" means a deposit account and/or securities account (as applicable) of a Borrower at a bank or other financial institution reasonably satisfactory to the Required Lenders that is subject to an Account Control Agreement that provides for control and, following an Event of Default, full dominion in favor of the Collateral Agent and into which are deposited the proceeds (whether in the form of cash, Cash Equivalents or securities or like instruments (unless such securities or like instruments have been pledged to the Collateral Agent by the physical delivery thereof)) of any Asset Sale (and into which no other amounts are deposited).

"Assignment" has the meaning assigned to such term in Section 12.04(b)(i).

"Assignment of Insurances" means each, and "Assignments of Insurances" means every, second priority assignment of the insurances with respect to Vessel Collateral documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama or Vanuatu flags, and the HOS CROSSFIRE, or in the case of a Vessel registered under any other flag except Mexico, an assignment or pledge of insurances, in each case in a form reasonably determined by the Administrative Agent and the Collateral Agent to be necessary.

"Attributable Debt" shall mean, when used with respect to any Sale Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the Borrowers' then current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale Leaseback Transaction.

"Available Liquidity" means, on any date of determination, the sum as of such date of (i) the amount of unrestricted cash and Cash Equivalents (determined in accordance with GAAP) of the Loan Parties; it being understood and agreed that cash and Cash Equivalents subject to any Account Control Agreement to which the Collateral Agent is a party shall not constitute "restricted" cash and Cash Equivalents for purposes of Available Liquidity plus (ii) unused commitments available to be borrowed by any Loan Party (after giving effect to any borrowing base limitations or any other limitations to borrowing thereunder) under any then-existing credit facility the Debt under which is permitted hereunder or that was approved by the Required Lenders.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) in relation to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country as described in the EU Bail-In Legislation Schedule from time to time and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Secrecy Act" means the Bank Secrecy Act of 1970 (Titles I and II of Pub. L.No. 91-508 (signed into law October 26, 1970 and as modified, amended, supplemented or restated from time to time)).

"Bankruptcy Code" means Title 11, U.S.C., as now or hereafter in effect, or any successor thereto.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Cases from time to time.

"Bankruptcy Law" means each of (i) the Bankruptcy Code, (ii) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including without limitation any plan of arrangement provisions of applicable corporation statutes), and (iii) any order made by a court of competent jurisdiction in respect of any of the foregoing.

"Benefit Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is subject to Title IV of ERISA, and which (a) is sponsored, maintained or contributed to by a Loan Party or an ERISA Affiliate or (b) was at any time during the six (6) calendar years preceding the date hereof sponsored, maintained or contributed to by a Loan Party or an ERISA Affiliate if liability to a Loan Party remains.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Board of Directors" means the Board of Directors of the Parent Borrower or any other Person, as applicable, or any authorized committee of the Board of Directors.

"Borrower" and "Borrowers" have the meanings specified in the recital of parties to this Agreement.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by a Borrower for a Borrowing in accordance withSection 2.02.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to remain closed; and if such day relates to a Borrowing or continuation of, a payment or prepayment of principal of or interest on, or a conversion of or into, or the Interest Period for, a Eurodollar Loan or a notice by any Borrower with respect to any such Borrowing or continuation, payment, prepayment, conversion or Interest Period, any day which is also a day on which dealings in dollar deposits are carried out in the London interbank market.

"Calculation Date" has the meaning assigned to such term in the definition of "Pro Forma Basis," "Pro Forma Compliance" and "Pro Forma Effect".

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP. Notwithstanding the foregoing, any lease (whether entered into before or after the Effective Date) that would have been classified as an operating lease pursuant to GAAP as in effect on December 31, 2018 will be deemed not to represent a Capital Lease Obligation.

"Case" has the meaning specified in the Recitals herein.

"Cash Equivalents" means:

(a) securities issued or directly and fully guaranteed or insured by the government of the United States of America or any agency or instrumentality of any such government having maturities of not more than six (6) months from the date of acquisition,

(b) certificates of deposit and Eurodollar time deposits with maturities of six (6) months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six (6) months and overnight bank deposits, in each case with or issued by any commercial bank organized under the laws of any country that is a member of the Organization for Economic Cooperation and Development having capital and surplus in excess of $300,000,000 and whose long-term debt securities are rated at least A3 by Moody's and at least A by S&P,

(c) repurchase obligations with a term of not more than seven (7) days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above,

(d) commercial paper having a rating of at least P-1 from Moody's or at least A-1 from S&P and in each case maturing within two-hundred seventy (270) days after the date of acquisition,

(e) deposits available for withdrawal on demand with any commercial bank not meeting the qualifications specified in clause (b) above, *provided* that all deposits referred to in this clause (e) are made in the ordinary course of business and do not exceed $5,000,000 in the aggregate at any one time, and

(f) money market mutual funds substantially all of the assets of which are of the type described in any of the foregoing clauses (a) through (d).

"Certificate of Incorporation" means HOSI's Third Restated Certificate of Incorporation, dated as of September 4, 2020.

"Change in Control" means the occurrence of any of the following:

(a) except as permitted pursuant to Section 9.04, the sale, assignment, transfer, lease, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of (x) the Property of the Parent Borrower and its Subsidiaries, taken as a whole or (y) the Vessel Collateral (including pursuant to a sale, assignment, transfer, lease or other disposition of Specified Equity Interests);

(b) the adoption of a voluntary plan relating to the liquidation or dissolution of any Borrower;

(c) at any time on or after a Qualifying IPO, the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act as in effect on the Effective Date), including any group acting for the purpose of acquiring, holding or disposing of Securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act as in effect on the Effective Date), but excluding (i) one or more Permitted Holders and (ii) any underwriter in connection with any Qualifying IPO, of Equity Interests representing more than 50% of the total Voting Stock of the Parent Borrower;

(d) the Parent Borrower shall fail to own and control 100% of the Equity Interests of theCo-Borrower, except as otherwise expressly permitted under Section 9.04; or

(e) the occurrence of a "Change in Control" (or similar event, however denominated), as defined in the Exit Second Lien Credit Agreement (and any Permitted Refinancing Debt in respect thereof) or the documentation governing any other Material Debt.

For purposes of this definition, a time charter of, bareboat charter or other contract for, Vessels to customers in the ordinary course of business shall not be deemed a lease under clause (a) above.

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided,* that notwithstanding anything herein to the contrary, (x) theDodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Co-Borrower" has the meaning specified in the recital of parties to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (unless otherwise provided herein), and any successor statute.

"Collateral" means any and all Property of any Borrower or any Guarantor, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Instruments as security for the payment or performance of the Indebtedness (including, for the avoidance of doubt, the Vessel Collateral and the Material Real Property Interests subject to a Real Property Interests Mortgage).

"Collateral Agent" has the meaning specified in the recital of parties to this Agreement and shall include the institution named as Collateral Agent acting as trustee/mortgagee under each Maritime Mortgage and each Real Property Interests Mortgage.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans pursuant to Section 2.01 as such commitment may be (a) terminated pursuant to Section 2.01, (b) terminated pursuant to Article X, or (c) modified from time to time to reflect any assignments permitted by Section 12.04. The amount of each Lender's Commitment on the Effective Date shall be the amount set forth on Schedule 2.01.

"Communications" has the meaning assigned to such term in Section 12.14(a).

"Company Competitors" means any Person identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, to the extent deducted or excluded in calculating Consolidated Net Income for such period and without duplication,

(a) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale,

(b) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries,

(c) Consolidated Interest Expense of such Person and its Restricted Subsidiaries,

(d) depreciation and amortization (including impairment charges, write-offs and amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and all other non-cash expenses of such Person and its Restricted Subsidiaries,

(e) losses (or minus any gains) on early extinguishment of debt for that period (including, without limitation, any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity),

(f) stock-based compensation expense (or minus any gains) reported for such period under FAS 123R, and

(g) all Transaction Expenses and any expenses, fees, charges, or losses (other than depreciation or amortization expense) related to any Equity Offering, Permitted Investment of the type described in clause (c), (h) or (k) of the definition thereof, acquisition or disposition of Vessels, Redemption of Debt, or the incurrence of Indebtedness or Debt permitted to be incurred by this Agreement (including a refinancing thereof) (whether or not successful but, in each case, excluding any such transaction consummated on or prior to the Effective Date).

The parties hereto agree that Consolidated EBITDA shall be for the fiscal quarter ending (i) on September 30, 2019 shall be deemed to be $1,148,000, (ii) on December 31, 2019 shall be deemed to be $10,706,000, (iii) on March 31, 2020 shall be deemed to be $(5,644,000) and (iv) on June 30, 2020 shall be deemed to be $4,982,000.

"Consolidated Fixed Charge Coverage Ratio" means, with respect to any Person for any Test Period, the ratio of (a) the Consolidated EBITDA of such Person for such Test Period to (b) the sum of the Consolidated Interest Expense of such Person and the amount of cash dividends or distributions paid by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock or any Disqualified Stock that is permitted to be incurred under Section 9.02, in each case for such Test Period. For the avoidance of doubt, Consolidated Fixed Charge Coverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of (a) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations but excluding (i) amortization of debt issuance costs and (ii) any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity, to the extent that any of such nonrecurring charges constitute interest expense) and (b) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; provided that (w) solely for purposes of the calculation of Consolidated Fixed Charge Coverage Ratio, Consolidated Interest Expense shall include any interest that is paid-in-kind, (x) for all other purposes under this Agreement, Consolidated Interest Expense shall exclude any interest that is paid-in-kind or is imputed non-cash interest expense in accordance with GAAP and (y) for purposes of the calculation of Consolidated Fixed Charge Coverage Ratio, in connection with the incurrence of any Debt pursuant to Section 9.02, (i) the Borrowers may elect, pursuant to an Officer's Certificate, to treat all or any portion of the commitment (any such amount elected until revoked as described below, an "Elected Amount") under any Debt which is to be incurred (or any commitment in respect thereof) as being incurred as of the Calculation Date and (A) any subsequent incurrence of Debt under such commitment (so long as the total amount under such Debt does not exceed the Elected Amount) shall not be deemed, for purposes of this calculation, to be an incurrence of additional Debt or an additional Lien at such subsequent time, (ii) the Borrowers may revoke an election of an Elected Amount pursuant to an Officer's Certificate and (iii) for purposes of all subsequent calculations of the Consolidated Fixed Charge Coverage Ratio, the Elected Amount (if any) shall be deemed to be outstanding, whether or not such amount is actually outstanding, so long as the applicable commitment remains outstanding.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP, provided that (a) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in

cash to the referent Person or a Restricted Subsidiary thereof, (b) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, (c) unrealized losses and gains under derivative instruments included in the determination of Consolidated Net Income, including, without limitation those resulting from the application of FASB ASC Topic No. 815, Derivatives and Hedging, shall be excluded, (d) the cumulative effect of a change in accounting principles shall be excluded and (e) any extraordinary, non-recurring, unusual or infrequent items shall be excluded;*provided* that the exclusion set forth in this clause (e) shall not apply to lost revenues attributable to the impact of the COVID-19 pandemic but shall apply to actual costs and expenses of the Parent Borrower and its Restricted Subsidiaries attributable to the impact of COVID-19 in an amount not to exceed $250,000 for any Test Period. In addition, notwithstanding the preceding, there shall be excluded from Consolidated Net Income any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Debt" means, with respect to any Person, any indebtedness of such Person, whether or not contingent or secured, in respect of (i) borrowed money including, without limitation, any guarantee thereof, or (ii) evidenced by bonds, debentures, notes, term loans or similar instruments or letters of credit (or reimbursement agreements in respect thereof), bank guarantees or bankers' acceptances or indebtedness representing Capital Lease Obligations or the deferred and unpaid purchase price of any Property, or representing any Hedging Obligations, if and to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP; *provided, however,* that any accrued expense or trade payable of such Person shall not constitute Debt. The amount of any Debt outstanding as of any date shall be (a) the accreted value thereof, in the case of any Debt that does not require current payments of interest, and (b) the principal amount thereof, in the case of any other Debt (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of such Person and its Restricted Subsidiaries thereunder). Furthermore, notwithstanding the foregoing, the following shall not constitute or be deemed "Debt": (i) any indebtedness which has been defeased in accordance with GAAP or defeased pursuant to the deposit of cash or Cash Equivalents (in an amount sufficient to satisfy all such indebtedness obligations at maturity or Redemption, as applicable, and all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens, and the other applicable terms of the instrument governing such indebtedness; (ii) any obligations arising from agreements of a Person providing for indemnification, guarantees, adjustment of purchase price, holdbacks, contingent payment obligations based on a final financial statement or performance of acquired or disposed of assets or similar obligations (other than guarantees of Debt), in each case, incurred or assumed by such

Person in connection with the acquisition or disposition of assets (including through mergers, consolidations or otherwise); and (iii) obligations with respect to letters of credit in support of trade obligations incurred in the ordinary course or incurred in connection with public liability insurance, workers' compensation, unemployment insurance, old-age pensions and other social security benefits other than in respect of employee benefit plans subject to the Employee Retirement Income Security Act of 1974, as amended.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Debtors" has the meaning specified in the Recitals herein.

"Declined Amount" has the meaning assigned to such term in Section 3.04(c)(i).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrowers in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrowers or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrowers, to confirm in writing to the Administrative Agent and the Borrowers that it will comply with its prospective funding obligations hereunder (*provided,* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrowers), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, (iii) become the subject of a Bail-In Action; *provided,* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such

Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender or (iv) become the subject of a Bail-in Action. If a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrowers and each Lender.

"DIP Credit Agreement" means that certain Superpriority Debtor-in-Possession Term Loan Agreement dated as of May 22, 2020 by and among the Borrowers, certain lenders party thereto from time to time and Wilmington Trust, National Association, as administrative and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

"Disqualified Lender" means (a) those Persons identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020, (b) Company Competitors identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020, which list of Company Competitors may be supplemented from time to time after the Effective Date by the Borrowers delivering a written supplement thereto to the Administrative Agent (subject to the consent right of the Required Lenders as set forth below) and (c) any Person that is (or becomes) an Affiliate of the entities described in the preceding clauses (a) and (b) (other than any *bona fide* debt fund affiliates thereof); *provided*, that such Person is either clearly identifiable as an Affiliate solely on the basis of the similarity of its name, is identified in writing to the Administrative Agent by the Borrowers or reveals that it is such an Affiliate in a required certification by such Person prior to any assignment to such Person. Any supplement to the list of Disqualified Lenders shall be made by the Borrowers to the Administrative Agent in writing (including by email) and such supplement shall take effect one Business Day after (i) such notice has been received by the Administrative Agent and (ii) the Administrative Agent has received a written consent (not to be unreasonably withheld or delayed) to such supplement by the Required Lenders; *provided*, that such supplement shall not apply retroactively to disqualify any Person with respect to any Loans held by it immediately prior to the delivery of such supplement. The list of Disqualified Lenders shall be made available to any Lender upon request to the Administrative Agent and is subject to the provisions set forth in Section 12.11.

"Disqualified Stock" means any Equity Interests that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures (excluding any maturity as a result of an optional Redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the Maturity Date; *provided, however,* that any Equity Interests that would constitute Disqualified Stock solely because the holders thereof (or of any security into which it is convertible or for which it is exchangeable) have the right to require the issuer to repurchase such Equity Interests (or such security into which it is convertible or for which it is exchangeable) upon the occurrence of any of the events constituting an Asset Sale or a Change in Control shall not constitute Disqualified Stock if such Equity Interests (and all such securities into which it is convertible or for which it is exchangeable) provide that the issuer thereof will not repurchase or redeem any such Equity Interests (or any such security into which it is convertible or for which it is exchangeable) pursuant to such provisions prior to compliance by the Parent Borrower with Section 3.04(c).

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Restricted Subsidiary that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

"Dutch Auction" has the meaning set forth in Section 12.04(g).

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" has the meaning specified in the recital of parties to this Agreement.

"Effective Date Equity Rights Offering" means an offering of new common stock of the Company, $.00001 par value per share, as contemplated by the term "Equity Rights Offering" in the Plan of Reorganization.

"Effective Date Junior Lien Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the Effective Date, among the administrative agent and collateral agent under the Exit Second Lien Credit Agreement, the Administrative Agent, the Collateral Agent, the Loan Parties and each "Additional Representative" party thereto (and as defined therein), in the form attached hereto as Exhibit J.

"Effective Date Low Spec Specified Vessels" means the Vessels identified under the heading "Effective Date Low Spec Specified Vessel" on Schedule 8.11(b).

"Effective Date U.S. Flagged Vessels" has the meaning specified in the definition of Approved Vessel Reflagging Transaction.

"Effective Date Vessel Collateral Value" means the valuations ascribed to the Vessel Collateral as set forth on Schedule 8.11(b) as of the Effective Date.

"Environmental Laws" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other legally binding directive or requirement, whether now or hereafter in effect, pertaining to health and safety (solely to the extent relating to exposure to Hazardous Materials), pollution or protection of the environment or the preservation or reclamation of natural resources, in effect in any and all jurisdictions in which the Parent Borrower or any Subsidiary is conducting or at any time has conducted business, or where any Property of the Parent Borrower or any Subsidiary is located, including without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act ("TSCA"), as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended and the Hazardous Materials Transportation Act ("HMTA"), as amended. The term "oil" shall have the meaning specified in OPA, the term "release" (or "threatened release") has the meanings specified in CERCLA, the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; *provided, however,* that (a) in the event either OPA, CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and (b) to the extent the laws of the state or other jurisdiction in which any Property of the Parent Borrower or any Subsidiary is located establish a meaning for "oil," "hazardous substance," "release," "solid waste," "disposal" or "oil and gas waste" which is broader than that specified in either OPA, CERCLA or RCRA, such broader meaning shall apply for such purpose.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest (but excluding any debt security that is convertible into or exchangeable for Equity Interests).

"Equity Offering" shall mean any public or private sale of common stock or preferred stock of the Parent Borrower (excluding Disqualified Stock), other than: (i) public offerings with respect to the Parent Borrower's common stock registered on Form S-8, (ii) issuances of the Parent Borrower's common stock exempt from registration under Rule 701 promulgated under the Securities Act or any similar replacement provision or (iii) issuances to any Subsidiary of the Parent Borrower.

"Equity-Paired Debt" has the meaning assigned to such term in Section 9.02(b)(xi).

"ERISA" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder.

"ERISA Affiliate" means each trade or business (whether or not incorporated) which together with a Loan Party would be deemed to be a "single employer" within the meaning of Section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of Section 414 of the Code.

"ERISA Event" means:

(a) any "reportable event," as defined in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Benefit Plan, other than events for which the notice requirements have been waived under the applicable regulations;

(b) the failure of a Benefit Plan to meet the minimum funding standards under Section 412 of the Code or Section 302 of ERISA (determined without regard to any waiver of the funding provisions therein or in Section 430 of the Code or Section 303 of ERISA);

(c) the filing pursuant to Section 412 of the Code or Section 303 of ERISA of an application for a waiver of the minimum funding standard with respect to any Benefit Plan;

(d) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Benefit Plan;

(e) the receipt by a Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Benefit Plan or Benefit Plans or to appoint a trustee to administer any Benefit Plan, but only to the extent such Benefit Plan is subject to Section 412 of the Code or Section 302 of ERISA;

(f) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Section 4062(e) of ERISA or with respect to the withdrawal or partial withdrawal from any Benefit Plan (including as a "substantial employer," as defined in Section 4001(a)(2) of ERISA) or Multiemployer Plan (including the incurrence by the Parent Borrower, a Subsidiary or any ERISA Affiliate of any Withdrawal Liability); or

(g) the receipt by a Loan Party or any ERISA Affiliate of any notice concerning the imposition of a Withdrawal Liability on it or a determination that a Multiemployer Plan is, or is expected to be, in endangered or critical status, within the meaning of Section 305 of ERISA, or insolvent, within the meaning of Title IV of ERISA.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Section 10.01.

"Event of Loss" means (i) with respect to any Material Real Property Interests, any of the following events: (a) any fire or other casualty to all or any portion of the Property with a cost to restore (as reasonably estimated by the Parent Borrower) of $2,500,000 or more; and (b) the condemnation of, or termination without cause, nationalization, requisition, seizure or other taking by any Governmental Authority of all or substantially all of such Material Real Property Interests; and (ii) with respect to any Vessel Collateral, any of the following events: (a) the actual or constructive total loss of any Vessel Collateral or the agreed, arranged or compromised total loss of any Vessel Collateral; or (b) the capture, condemnation, confiscation, nationalization, requisition, purchase, seizure or forfeiture of, or any taking of title to, or any other actual or

constructive taking of, any Vessel Collateral. An Event of Loss shall be deemed to have occurred (i) in the event of an actual loss of any Vessel Collateral, at noon Greenwich Mean Time on the date of such loss or if that is not known on the date which such Vessel Collateral was last heard from; (ii) in the event of damage which results in a constructive or an agreed, arranged or compromised total loss of a Vessel, at noon Greenwich Mean Time on the date of the event giving rise to such damage; or (iii) in the case of an event referred to in clause (b) above, at noon Greenwich Mean Time on the date on which such event is expressed to take effect by the Person making the same.

"Excess PAD" means the proceeds of any Permitted Acquisition Debt not applied to the purchase price of a Permitted Acquisition used to fund ongoing operations of a P.A. Subsidiary for twenty-four (24) months following such Permitted Acquisition so long as the incurrence of such Permitted Acquisition Debt for such purpose is approved by the Board of Directors of the Parent Borrower.

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

"Excluded Asset Sale" has the meaning set forth in the definition of "Net Proceeds".

"Excluded Assets" has the meaning set forth in the Guaranty and Collateral Agreement.

"Excluded Information" means any non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities to the extent such information could have a material effect upon, or otherwise be material to, an assigning Lender's decision to assign Loans or a purchasing Lender's decision to purchase Loans.

"Excluded Subsidiary" means any Subsidiary of the Parent Borrower (a) that is organized in a jurisdiction other than Brazil, Mexico or the United States (or, in each case, any state or other political subdivision thereof) and with respect to which the guarantee by such Subsidiary of the Indebtedness would result in material adverse tax consequences to the Parent Borrower as reasonably determined by the Parent Borrower in consultation with the Required Lenders, (b) that is prohibited from guaranteeing the Indebtedness by applicable law or contractual obligations existing on the Effective Date to the extent such contractual obligations were not entered into in contemplation of the Effective Date (or, in the case of any Subsidiary acquired after the Effective Date, in existence at the time of such acquisition but not entered into in contemplation thereof), (c) with respect to which the guarantee by such Subsidiary of the Indebtedness would require governmental (including regulatory) consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained) or (d) that is a Specified Newbuild Subsidiary. Neither the Co-Borrower nor any Subsidiary of the Parent Borrower that is a Guarantor on the Effective Date shall constitute an Excluded Subsidiary during the term of this Agreement.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other

Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.07) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 5.03(g), and (d) any withholding Taxes imposed under FATCA.

"Excluded Vessel" means (i) each of the following Vessels: Momma's Mad (description: 2012 Everglades 350CC), Momma's Mad II (description: 2011 Sea Hunt) and SeaDoo (description: 2018 SeaDoo L718), each of which is owned on the Effective Date by Hornbeck Offshore Operators, LLC, (ii) the Canopus (description: launch vessel) and (iii) any Vessel acquired (including by way of construction) after the Effective Date with a Specified Value of less than $2,500,000; provided that, for purposes of Section 8.14, HOS Warhorse or HOS Wild Horse shall not constitute an Excluded Vessel except while such Vessel is owned by a Specified Newbuild Subsidiary.

"Exit Second Lien Credit Agreement" means that certain Second Lien Term Loan Credit Agreement, dated as of the date hereof, among the Parent Borrower, the Co-Borrower, the lenders party thereto from time to time and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders thereunder.

"FATCA" means the Foreign Account Tax Compliance Act as set forth in sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above), and any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Federally Regulated Lender" means any bank, savings and loan association, credit union, farm credit bank, federal land bank association, production credit association, or similar institution subject to the supervision of a federal entity or lending regulation.

"Federally Regulated Lender Excluded Property" means, solely with respect to any Federally Regulated Lender, any right, title and interest of any Loan Party in and to any real property improved by a Building (as defined in the Flood Insurance Laws) or Manufactured (Mobile) Home (as defined in the Flood Insurance Laws).

"Fee Letters" means, collectively, (a) the letter agreement with respect to this Agreement, dated as of September 4, 2020 between the Borrowers and the Administrative Agent and (b) the letter agreement with respect to this Agreement, dated as of September 4, 2020, between the Borrowers and the Lenders party thereto.

"Flood Insurance Laws" shall mean, collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Law Guaranty Agreements" means any agreement executed by a Foreign Subsidiary guarantying the payment of Indebtedness and governed by the laws of a jurisdiction other than the laws of the United States of America or any state thereof or the District of Columbia.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means (a) any Subsidiary that owns (directly or indirectly) no material assets other than Equity Interests (or Equity Interests and debt) of a Foreign Subsidiary and (b) any Subsidiary of a Foreign Subsidiary Holding Company.

"Foreign Vessel Reflagging Transaction" has the meaning assigned to such term in Section 8.11(b).

"Funded Debt" means all Debt of the Parent Borrower and its Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Parent Borrower or any such Restricted Subsidiary, to a date more than one year from the date of its creation or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date (including all amounts of such Funded Debt required to be paid or prepaid within one year from the date of its creation), and, in the case of the Loan Parties, Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether foreign or domestic, federal, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, department, commissions, boards, officials and officers or other entity exercising executive, legislative,

judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any international organizations such as the United Nations, or supra-national bodies such as the European Union or the European Central Bank) over the Parent Borrower, any Subsidiary, any of their Properties, the Administrative Agent or any Lender.

"Governmental Requirement" means any international convention, treaty, law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereafter in effect of any Governmental Authority.

"Guarantors" means (i) each Restricted Subsidiary of the Parent Borrower (other than theCo-Borrower) that is party to the Guaranty and Collateral Agreement on the Effective Date, (ii) each Restricted Subsidiary of the Parent Borrower that becomes a party to the Guaranty and Collateral Agreement as a guarantor and lien grantor pursuant to Section 8.14, and (iii) each Foreign Subsidiary of the Parent Borrower that enters into a Foreign Law Guaranty Agreement on the Effective Date or thereafter, in each case until such time as any such Restricted Subsidiary of the Parent Borrower shall be released and relieved of its obligations pursuant to the provisions of this Agreement.

"Guaranty Agreements" means, collectively, the Guaranty and Collateral Agreement and each Foreign Law Guaranty Agreement.

"Guaranty and Collateral Agreement" means an agreement executed by each Borrower, the Guarantors party thereto and the Collateral Agent in substantially the form of Exhibit E (i) unconditionally guarantying on a joint and several basis, payment of the Indebtedness, as the same may be amended, modified or supplemented from time to time and (ii) granting a security interest in certain Collateral defined therein for the ratable benefit of the Guaranteed Creditors identified therein.

"Hazardous Materials" means:

(i) any "hazardous waste" as defined by RCRA;

(ii) any "hazardous substance" as defined by CERCLA;

(iii) any "toxic substance" as defined by TSCA;

(iv) any "hazardous material" as defined by HMTA;

(v) asbestos;

(vi) polychlorinated biphenyls;

(vii) any substance the presence of which is prohibited by any lawful Governmental Requirement from time to time in force and effect; and

(viii) any other substance which by any Governmental Requirement defines or regulates as "hazardous," "toxic" or words of similar import or effect.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, (b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates and (c) any foreign currency futures contract, option or similar agreement or arrangement designed to protect such Person against fluctuations in foreign currency rates, in each case to the extent such obligations are incurred in the ordinary course of business of such Person.

"Highest Lawful Rate" means, with respect to each Lender, the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Loans or on other Indebtedness under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

"HOS" has the meaning specified in the recital of parties to this Agreement.

"HOS ACHIEVER" means that certain Vanuatu-flag Vessel named HOS ACHIEVER, Official Number 1759, owned by HOS.

"HOS CROSSFIRE" means that certain Mexican-flag Vessel named HOS CROSSFIRE, Official Number 31014661325, owned by HOS.

"HOS Warhorse" means that certain newbuild hull, Official Number 1258860, under construction by HOS.

"HOS Wild Horse" means that certain newbuild hull, Official Number 1258861, under construction by HOS.

"HOSI" has the meaning specified in the recital of parties to this Agreement.

"HOSLIFT" means that certain U.S.-flag Vessel named HOSLIFT, Official Number 1259887, owned by HOS Port, LLC.

"Increased Amounts" means (a) the amount of all premiums, accrued interest and any principal amounts of such Debt attributable to interest that has been paid in kind and (b) reasonable expenses incurred in connection with the incurrence of any Permitted Refinancing Debt in respect of any Debt or Disqualified Stock.

"Indebtedness" means any and all amounts owing or to be owing by the Borrowers or any of the Guarantors, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, in each case to the Administrative Agent, the Collateral Agent or any Lender under any Loan Document.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrowers under any Loan Document and (b) to the extent not otherwise described in subsection (a) above, Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 12.03(b).

"Information" has the meaning assigned to such term in Section 12.11.

"Intellectual Property" means all U.S. and non-U.S. (a) patents, (b) trademarks, service marks, trade names, trade dress, and other source identifiers, designs and domain names, (c) copyrights, (d) design rights, inventions, original works of authorship, trade secrets, confidential information, know-how, software and all other intellectual property or proprietary rights and interests, whether registered or unregistered, (e) all registrations and applications for registration related to the foregoing, (f) all licenses, contracts and agreements pursuant to which any Borrower grants or obtains any right to use any such intellectual property or proprietary rights or interests, together with any and all amendments, restatements, renewals, extensions, supplements and continuations thereof, and (g) all rights to sue for any infringement, misappropriation or other violation related to the foregoing, and all income, royalties, damages and payments due or payable therefor.

"Interest Election Request" means a request by the Borrowers to convert or continue a Borrowing in accordance with Section 2.04.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each calendar month and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than one month's duration, each day prior to the last day of such Interest Period that occurs at intervals of one month's duration after the first day of such Interest Period.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrowers may elect; *provided*, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day; (b) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period; (c) no Interest Period for a Borrowing may end after the Maturity Date; and (d) the last Interest Period may be such shorter period as to end on the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees by the referent Person of, and Liens on any Properties of the referent Person securing, Debt or other obligations of other Persons), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions of Debt, Equity Interests or all or substantially all of the assets of a Person, or

of other securities, and regardless of the form of consideration used to make any of the foregoing (whether cash, Vessels, Equity Interests or otherwise, or any combination thereof), together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP, and "Investment" means any of such Investments; *provided, however,* that the following shall not constitute Investments: (i) extensions of trade credit or other advances to customers on commercially reasonable terms in accordance with normal trade practices or otherwise in the ordinary course of business, (ii) Hedging Obligations and (iii) endorsements of negotiable instruments and documents in the ordinary course of business. If the Parent Borrower or any Restricted Subsidiary of the Parent Borrower sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Parent Borrower such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Parent Borrower, the Parent Borrower shall be deemed to have made an Investment on the date of any such sale or disposition equal to the Specified Value of the Equity Interests of such Restricted Subsidiary not sold or disposed of.

"Joint Venture" means any Person that is not a direct or indirect Subsidiary of the Parent Borrower in which the Parent Borrower or any of its Restricted Subsidiaries owns an Equity Interest that constitutes a significant portion of the Equity Interests of such Person.

"Junior Debt" means (i) any Debt or Disqualified Stock that is secured by a Lien on all or any portion of the Collateral that is junior in priority to the Liens securing Debt incurred pursuant to Section 9.02(b)(ii), (ii) any unsecured Debt or unsecured Disqualified Stock and (iii) any Debt or Disqualified Stock that is subordinated in right of payment to the Indebtedness or the Loan Guarantees, as the case may be.

"KEMOSABE" means that certain U.S.-flag Vessel named KEMOSABE, Official Number 1190172, owned by Hornbeck Offshore Operators, LLC.

"Lenders" means each of the lenders listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment, other than any such Person that ceases to be a party hereto pursuant to an Assignment.

"LIBO Rate" means,

(a) for any interest rate calculation with respect to a Eurodollar Loan, the rate of interest per annum determined on the basis of the rate for deposits in dollars for a period equal to the applicable Interest Period which appears on Reuters Screen LIBOR01 Page (or any applicable successor page) at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of the applicable Interest Period (rounded upward, if necessary, to the nearest 1/100th of 1%). If, for any reason, such rate does not appear on Reuters Screen LIBOR01 Page (or any applicable successor page), then the "LIBO Rate" shall be determined by the Administrative Agent to be the arithmetic average of the rate per annum at which deposits in dollars in minimum amounts of at least $5,000,000 would be offered by first class banks in the London interbank market to the Administrative Agent at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of the applicable Interest Period for a period equal to such Interest Period.

(b) for any interest rate calculation with respect to an ABR Loan, the rate of interest per annum determined on the basis of the rate a for deposits in dollars in minimum amounts of at least $5,000,000 for a period equal to one month (commencing on the date of determination of such interest rate) which appears on the Reuters Screen LIBOR01 Page (or any applicable successor page) at approximately 11:00 a.m. (London time) on such date of determination, or, if such date is not a Business Day, then the immediately preceding Business Day (rounded upward, if necessary, to the nearest 1/100th of 1%). If, for any reason, such rate does not appear on Reuters Screen LIBOR01 Page (or any applicable successor page) then the "LIBO Rate" for such ABR Loan shall be determined by the Administrative Agent to be the arithmetic average of the rate per annum at which deposits in dollars in minimum amounts of at least $5,000,000 would be offered by first class banks in the London interbank market to the Administrative Agent at approximately 11:00 a.m. (London time) on such date of determination for a period equal to one month commencing on such date of determination.

Each calculation by the Administrative Agent of the LIBO Rate shall be conclusive and binding for all purposes, absent manifest error.

Notwithstanding the foregoing, the LIBO Rate shall never be less than 1.00%.

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any 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 ("UCC") (or equivalent statutes) of any jurisdiction other than a precautionary financing statement respecting a lease not intended as a security agreement) or any assignment (or agreement to assign) any right to income or profits from any Property by way of security.

"Limited Condition Acquisition" means any Permitted Acquisition, Permitted Investment in a Permitted Business or acquisition of Vessels or related Property, including by way of merger, amalgamation or consolidation by the Parent Borrower or one or more of its Restricted Subsidiaries, the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing.

"Loan Documents" means this Agreement, the Notes, Fee Letters, the Security Instruments and each Acceptable Junior Lien Intercreditor Agreement.

"Loan Guarantees" means, collectively, the guarantees of the Indebtedness made by the Guarantors pursuant to the Guaranty Agreements.

"Loan Parties" means the Borrowers and the Guarantors, and "Loan Party" means any one of them.

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement, including for the avoidance of doubt, Loans made pursuant to Section 2.01.

"Maritime Mortgage" means each, and "Maritime Mortgages" means every, mortgage over all or a portion of the Vessel Collateral, in substantially the forms of Exhibits F-1, F-2 or F-4, as applicable, or such other form reasonably determined by the Administrative Agent and the Collateral Agent to be appropriate in order to create a valid, enforceable and, when duly filed and recorded or registered, perfected first preferred mortgage or first priority mortgage under the laws of the applicable flag jurisdiction on the relevant Vessel Collateral, including for the applicable flag jurisdiction a statutory mortgage and the related separate deed of covenants, as applicable, with such preference or priority subject in each instance only to Permitted Maritime Liens.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, Properties, condition (financial or otherwise) or results of operations of the Parent Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrowers and the Guarantors, taken as a whole, to perform any of their payment or other material obligations under the Loan Documents, (c) the validity or enforceability of any Loan Document or (d) the ability of the Administrative Agent or any Lender to enforce any of their respective material rights under the Loan Documents.

"Material Debt" means Funded Debt (other than the Loans) or Hedging Obligations, of any one or more of the Borrowers and the Guarantors in an aggregate principal amount exceeding $17,000,000. For purposes of determining Material Debt, the "principal amount" of any Hedging Obligations shall be the Swap Termination Value thereof.

"Material Real Property Interests" means (i) any Real Property Interests which are fee-owned by, or leased to, the Borrower or a Restricted Subsidiary as of the date hereof or acquired after the date hereof by a Loan Party, in either case, having a fair market value exceeding $1,750,000 on an individual basis as of the date hereof or for Real Property Interests acquired after the date hereof, at the time of its acquisition, (ii) leasehold interests of HOS Port, LLC, a Restricted Subsidiary, in (A) that certain tract of land pursuant to a contract of lease dated December 12, 2002, originally by and between Greater Lafourche Port Commission, as lessor, and Rowan Marine Services, Inc., as lessee, registered in COB 1519, page 165, under Entry No. 928941, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time) and (B) that certain tract of land pursuant to a contract of lease dated January 1, 2003, originally by and between Greater Lafourche Port Commission, as lessor, and ASCO USA, L.L.C., as lessee, registered in COB 1524, page 691, under Entry No. 932370, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time) and (iii) fee-owned interests of Hornbeck Offshore Operators, LLC, a Restricted Subsidiary, in that certain tract or portion of land, together with, among other things, all the buildings and improvements thereon, situated in Section 40, Township 6 South, Range 7 East, and Section 45, Township 7 South, Range 7 East, Tangipahoa Parish, Louisiana.

"Maturity Date" means the fourth anniversary of the Effective Date.

"Mexican Non-Possessory Pledge Agreement" means each, and "Mexican Non-Possessory Pledge Agreements" means every, Mexican law governed non-possessory pledge agreement over all or substantially all of the assets of each Guarantor that is organized in Mexico (or any state or other political subdivision thereof), including the marine insurance policies required under Mexican law for its Mexican-flag Vessel Collateral, between the Collateral Agent, as pledgee and each Guarantor that is organized in Mexico (or any state or other political subdivision thereof), as pledgor, in substantially the form of Exhibit F-8 or such other form reasonably determined by the Administrative Agent and Collateral Agent to be necessary.

"Minimum Fixed Charge Coverage Ratio Test" means whether the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries for the Test Period preceding the date on which additional Debt is incurred or Disqualified Stock is issued would have been at least 2.0 to 1.0 at the time such additional Debt is incurred or such Disqualified Stock is issued, as determined on a Pro Forma Basis (including a pro forma application of the net proceeds therefrom), as if the additional Debt or Disqualified Stock had been issued or incurred, as the case may be, at the beginning of such Test Period.

"Minimum Liquidity Amount" means $25,000,000.

"Mortgage" means any mortgage, deed of trust, deed to secure debt, or similar document creating a Lien on and security interest in real property.

"MPSV" means a multi-purpose support vessel.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which a Loan Party or ERISA Affiliate has liability.

"Net Income" means, with respect to any Person, the net income (or loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (a) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (i) any sale, lease, conveyance or other disposition of Property outside the ordinary course of business or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Debt of such Person or any of its Restricted Subsidiaries, (b) any extraordinary or nonrecurring gain (but not loss) and (c) the non-cash impact of the application of fresh start accounting principles as a result of the Debtors' emergence from bankruptcy, together with any related provision for taxes on such extraordinary or nonrecurring gain (but not loss). Time charters, bareboat charters and Vessel management or similar agreements shall not be included in (a)(i) above.

"Net Proceeds" means the aggregate cash proceeds received by the Parent Borrower or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale) (including, for the avoidance of doubt, any insurance proceeds received in the event of an Event of Loss), net of (without duplication) the following: (a) the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, sales commissions, recording fees, title transfer fees, appraiser fees and costs incurred in connection with preparing such asset for sale) and any relocation expenses incurred as a result thereof, (b) taxes paid or estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (c) amounts required to be applied to the repayment of Debt (other than (i) Indebtedness under this Agreement, (ii) [reserved] and (iii) any Debt that is secured by a Lien on the Property subject to such Asset Sale that ranks pari passu with or junior to the Liens on such Property securing the Indebtedness secured by a Permitted Lien on the Property (including any Vessel Collateral) that was the subject of such Asset Sale (or otherwise

to discharge Liens on such Property)), and (d) any reserve established in accordance with GAAP or any amount placed in escrow, in either case for adjustment in respect of the sale price of such Properties, until such time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Proceeds shall include only the amount of the reserve so reversed or the amount returned to the Parent Borrower or its Restricted Subsidiaries from such escrow arrangement, as the case may be; provided that, no cash proceeds received by the Parent Borrower or any of its Restricted Subsidiaries during any fiscal year in respect of any Asset Sale shall constitute Net Proceeds until such proceeds (net of all amounts described in clauses (a) through (d) of the immediately preceding sentence) in respect of all Asset Sales consummated during such fiscal year exceed $2,500,000 per fiscal year (any such Asset Sale for which none of the proceeds thereof constitute Net Proceeds pursuant to this proviso, an "Excluded Asset Sale").

"Notes" means the promissory notes of the Borrowers described in Section 2.03(c) and being substantially in the form of Exhibit A together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases and/or rearrangements thereof.

"Notice of Prepayment" has the meaning assigned to such term in Section 3.04(b).

"OFAC" means the United States Treasury Department's Office of Foreign Asset Control.

"Officer's Certificate" means a certificate signed on behalf of the Borrowers by a Responsible Officer of the Borrowers.

"OPA" has the meaning set forth in the definition of "Environmental Laws."

"Organizational Documents" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Brazilian Security Instrument" means each security agreement, pledge agreement, charge, mortgage, deed of trust and any other agreements or any notices, certificates or other documents related thereto, in each case, governed by the laws of Brazil and executed and delivered by a Loan Party or any other Person as security for the payment or performance of the Indebtedness, as such agreements or documents may be amended, modified, supplemented or restated from time to time, including, without limitation (a) any private instrument of fiduciary assignment in guarantee of bank accounts and credit rights, (b) any private instrument of fiduciary sale in guarantee of quotas, (c) any letter of guaranty and (d) any private instrument of depositary services.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Mexican Security Instrument" means each security agreement, pledge agreement, charge, mortgage, deed of trust and any other agreements (including any Mexican Non-Possessory Pledge Agreements) or any notices, certificates or other documents related thereto, in each case, governed by the laws of Mexico and executed and delivered by a Loan Party or any other Person as security for the payment or performance of the Indebtedness, as such agreements or documents may be amended, modified, supplemented or restated from time to time, including, without limitation (a) any non-possessory pledge agreement, (b) any equity interest pledge agreement and (c) any stock pledge agreement.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.07).

"P.A. Subsidiary" means any Restricted Subsidiary (including a Restricted Specified Newbuild Subsidiary) of the Parent Borrower that is not a Loan Party and which is (i)(x) formed solely for the purpose of incurring or issuing Permitted Acquisition Debt, Debt issued under Section 9.02(b)(x) or Equity Interests of the Parent Borrower, as applicable, in connection with the consummation of a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property and/or the completion or construction of HOS Wild horse and HOS Warhorse and purposes reasonably related thereto and engaging in activities strictly incidental to the foregoing or (y) acquired by the Parent Borrower or any of its Restricted Subsidiaries in a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property in which Permitted Acquisition Debt was incurred or assumed, and in each case which is designated as a P.A. Subsidiary pursuant to Section 8.12 and (ii) owned by a Loan Party that is not the Parent Borrower.

"P.A. Subsidiary Equity Contribution" means an Investment made by the Parent Borrower or any of its Restricted Subsidiaries in a P.A. Subsidiary with the cash proceeds from the issuance of Equity Interests by the Parent Borrower following the Effective Date which proceeds have been identified by the Parent Borrower to the Administrative Agent as being intended to be used to fund such Investment in connection with a Permitted Acquisition and/or the ongoing operation of the applicable P.A. Subsidiary and its Subsidiaries for twenty-four (24) months following consummation of the Permitted Acquisition so long as the issuance of such Equity Interests is approved by the Board of Directors of the Parent Borrower.

"Parent Borrower" has the meaning specified in the recital of parties to this Agreement.

"Participant" has the meaning assigned to such term in Section 12.04(c).

"Participant Register" has the meaning specified in Section 12.04(e).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Acquisition" shall have the meaning provided in clause (c) of the definition of Permitted Investments.

"Permitted Acquisition Debt" means Debt or Disqualified Stock of any P.A. Subsidiary incurred, issued or assumed, or with respect to which any Property is acquired, in each case (a) to finance, or (b) that is secured by the assets acquired pursuant to, a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property, to the extent incurred, issued or assumed concurrently with such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property if, in each case on the date such Debt or Disqualified Stock was incurred, issued or assumed, either (1) the Parent Borrower would be permitted to incur at least $1.00 of additional Debt or Disqualified Stock pursuant to the Minimum Fixed Charge Coverage Ratio Test or (2) the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately after such incurrence, issuance or assumption would be greater than the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately prior to such incurrence, issuance or assumption; provided that (i) except in the case of assumed Debt or assumed Disqualified Stock, the Permitted Acquisition LTV Ratio with respect to any such transaction shall be no greater than 75.0%, (ii) in the case of assumed Debt or Disqualified Stock only, such Debt or Disqualified Stock was not incurred in contemplation of the assumption of such Debt by the applicable Loan Party, (iii) any such Debt or Disqualified Stock described in this definition (1) shall not be secured by any Property other than (x) Property being acquired pursuant to such Permitted Acquisition of such Permitted Business or one or more Vessels or related Property, (y) a pledge of Equity Interests in the P.A. Subsidiary obligor under such Permitted Acquisition Debt and (z) other Property invested in the applicable P.A. Subsidiary, so long as such Investment is permitted under this Agreement (including any proceeds of any P.A. Subsidiary Equity Contribution or Excess PAD not otherwise applied to consummate a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property), and other Property generated by the ongoing business operations of the applicable P.A. Subsidiary), (2) shall have as the sole obligors thereunder the P.A. Subsidiary formed for the purpose of consummating such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property and any P.A. Subsidiaries acquired by the Parent Borrower or any of its Restricted Subsidiaries in such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property, (3) except in the case of assumed Debt or assumed Disqualified Stock, shall not mature and shall not have any mandatory or scheduled payments or sinking fund obligations prior to 91 days after the Maturity Date (except (x) as a result of a customary change of control or asset sale repurchase offer provisions, (y) for scheduled amortization, which shall not exceed 5.00% per annum and (z) for prepayments made solely with the cash flow attributable to the assets so acquired) and (4) except in the case of assumed Disqualified Stock, shall comply with clause (iv) of the definition of "Required Additional Debt Terms", (iv) the Collateral Agent shall be granted a Lien on 100% of the Equity Interests of each Subsidiary (other than any P.A. Subsidiary) of the Parent Borrower which owns Equity Interests of a P.A. Subsidiary (for the avoidance of doubt, the Collateral Agent shall not be required to be granted a Lien on the Equity Interests of any P.A. Subsidiary) and (v) the Parent Borrower shall deliver an Officer's Certificate to the Administrative Agent certifying compliance with the terms and conditions set forth in the preceding clauses (i) through (iv) of this proviso, and evidencing compliance with the financial incurrence test related to the Consolidated Fixed Charge Coverage Ratio set forth in this definition.

"Permitted Acquisition LTV Ratio" means, with respect to any issuance or incurrence of Permitted Acquisition Debt, the ratio of (i) the sum of the initial principal amount of such Permitted Acquisition Debt and any unused commitments in respect thereof (including revolving commitments and delayed draw term loan commitments) to (ii) the Specified Value of the assets purchased with the proceeds of such Permitted Acquisition Debt, in each case measured at the time of the issuance or incurrence of such Permitted Acquisition Debt.

"Permitted Business" means the business of providing marine transportation or marine logistics services or other businesses reasonably complementary or reasonably related thereto (as determined in good faith by the Parent Borrower's Board of Directors).

"Permitted Holder" means each of Ares Management LLC, Highbridge Capital Management, LLC and Whitebox Advisors LLC and, in the case of each of the foregoing, (i) any fund or other investment vehicle or managed account the investment decisions with respect to which are made by (x) such Permitted Holder or a direct or indirect subsidiary of such Permitted Holder or (y) an investment manager or other Person that manages such Permitted Holder or (ii) the Affiliates (other than any portfolio operating company) of each of the foregoing to the extent that the investment decisions with respect to which are made as specified in (x) or (y) above.

"Permitted Investments" means

(a) any Investment in (i) the Parent Borrower (including, without limitation, any acquisition of the Loans by the Borrowers in accordance with Section 12.04(g)) or in another Loan Party and/or (ii) a P.A. Subsidiary consisting of a P.A. Subsidiary Equity Contribution,

(b) any Investment in Cash Equivalents,

(c) any acquisition, whether by purchase, merger or otherwise, of (x) all or substantially all of the assets of a Person or all of the Equity Interests of a Person that is not, prior to such acquisition, a Subsidiary of the Parent Borrower or (y) one or more Vessels or related Property so long as, in each case, (i) such assets are acquired by a Loan Party or the Person so acquired becomes a Loan Party or (ii) in the case of any acquisition by or of a P.A. Subsidiary, (a) such acquisition shall be consummated in connection with the incurrence, issuance or assumption of Permitted Acquisition Debt or Equity Interests of the Parent Borrower and (b) no Investments in such P.A. Subsidiary following the date of such acquisition shall be made in reliance on this clause (c); provided, that in each case, Available Liquidity measured on a Pro Forma Basis as of the date on which such acquisition is consummated and after giving effect thereto shall be no less than the Minimum Liquidity Amount (any such acquisition, a "Permitted Acquisition"),

(d) any Investment made as a result of an Asset Sale (so long as the receipt of suchnon-cash consideration is permitted by Section 9.08),

(e) any Investment described on Schedule 9.01 and existing on the Effective Date,

(f) Investments in stock, obligations or securities received in settlement of any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower as a result of bankruptcy or insolvency proceedings or upon the foreclosure, perfection or enforcement of any Lien in favor of the Parent Borrower or any Restricted Subsidiary of the Parent Borrower, in each case as to any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower that arose in the ordinary course of business of the Parent Borrower or any such Restricted Subsidiary,

(g) any Investment in a Person to the extent such Investment was made or entered into in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Parent Borrower,

(h) Investments in a Person that is not a Loan Party (other than any Specified Newbuild Subsidiary) in an aggregate amount of all outstanding Investments made pursuant to this clause (h) during the term of this Agreement not to exceed $10,000,000,

(i) Investments in Specified Newbuild Subsidiaries consisting of (A) HOS Warhorse, the HOS Wild Horse and Specified Newbuild Related Assets related thereto, (B) Specified Newbuild Subsidiary Equity Contributions and/or (C) the proceeds received by the Parent Borrower or any Restricted Subsidiary from any Person in respect of liability of such Person for claims asserted by the Parent Borrower or any Restricted Subsidiary related to or pertaining to the construction of the HOS Warhorse and HOS Wild Horse; provided that, in each case of sub-clauses (A) through (C), (x) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (y) such Investment is made at the time at which any Specified Newbuild Debt is outstanding or in reasonable anticipation of such Specified Newbuild Debt being incurred (as determined in good faith by the Board of Directors of the Parent Borrower),

(j) intercompany loans, capital contributions and/or advances made to consummate a Foreign Vessel Reflagging Transaction, and,

(k) additional Investments in an aggregate amount of all outstanding Investments made pursuant to this clause (k) during the term of this Agreement not to exceed $25,000,000; provided that) on a Pro Forma Basis, Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for the most recently completed Test Period less (x) drydocking capital expenditures of the Parent Borrower and its Restricted Subsidiaries for such Test Period less (y) Consolidated Interest Expense of the Parent Borrower and its Restricted Subsidiaries for such Test Period (excluding, for purposes of this clause (k), any interest that is paid-in-kind or is imputed non-cash interest expense in accordance with GAAP) shall be no less than $40,000,000 and provided, further that Investments under this clause (k) may not be made into any Specified Newbuild Subsidiary.

The amount of any Permitted Investment shall be determined in accordance withSection 1.07 and, for purposes of clause (k) of this definition only, the results of such determination shall be evidenced by an Officer's Certificate delivered to the Administrative Agent not later than the date of making any such Permitted Investment.

For purposes of determining whether any Investment (or proposed Investment) qualifies as a Permitted Investment, in the event that any such Investment meets the criteria of more than one of subparts (a) through (k), above, the Borrower shall be permitted to divide or classify such Investment on the date it is made in any manner that qualifies as a Permitted Investment, and such Investment will be treated as having been made pursuant to one or more of such subparts.

"Permitted Liens" means

(a) Liens securing:

(i) Debt under the Exit Second Lien Credit Agreement that is incurred pursuant to, and permitted under, Section 9.02(b)(ii); provided that, (x) such Liens shall not be on any Property other than Collateral and shall rank junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Junior Lien Intercreditor Agreement;

(ii) Permitted Acquisition Debt incurred, issued or assumed pursuant to Section 9.02(b)(ix); provided that, such Liens shall not be on any Property other than Property that is expressly permitted to secure Permitted Acquisition Debt pursuant to the definition thereof;

(iii) liens on Specified Newbuild Debt issued by a Restricted Specified Newbuild Subsidiary incurred pursuant to Section 9.02(b)(x); provided that, such Liens shall not be on any Property other than the HOS Warhorse, the HOS Wild Horse, Specified Newbuild Related Assets, related cash of any Restricted Specified Newbuild Subsidiary (including the cash proceeds held by any Restricted Specified Newbuild Subsidiary from the issuance of Equity Interests of the Parent Borrower intended to be used to fund the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto), accounts receivable of any Restricted Specified Newbuild Subsidiary, Excess PAD and the Equity Interests of the Person that directly owns the HOS Warhorse and HOS Wild Horse (in the case of the Lien on such Equity Interests, solely to the extent that such Lien is permitted under the definition of Specified Newbuild Debt); and

(iv) Equity-Paired Debt incurred pursuant to Section 9.02(b)(xi); provided that, (x) such Liens shall not be on any Property other than Collateral and shall rank junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Junior Lien Intercreditor Agreement;

(b) Liens existing on the Effective Date and described on Schedule 9.03;

(c) any interest or title of a lessor under an operating lease or precautionary liens on Property covered by leases;

(d) Liens on Property (other than on Vessel Collateral and any Real Property Interests) of the Parent Borrower or any of its Restricted Subsidiaries to secure Debt incurred for the purpose of (i) financing all or any part of the purchase price of such Property incurred prior to, at the time of, or within 180 days after, completion of the acquisition of such Property or (ii)

financing all or any part of the cost of construction, improvement or conversion of any such Property, provided that the amount of any such financing shall not exceed the amount expended in the acquisition of, or the construction, improvement or conversion of, such Property and such Liens shall not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof);

(e) Liens (other than on Vessel Collateral and any Real Property Interests) securing the performance of tenders, bids, statutory obligations, surety, appeal, return-of-the-money or performance bonds, government contracts, insurance obligations or other obligations of a like nature incurred in the ordinary course of business;

(f) Liens securing Permitted Refinancing Debt with respect to any Debt secured by Liens referred to in clauses (a), (b) and (d) above and in this clause (f); provided that:

(i) in the case of clause (a) above and this clause (f) (to the extent relating to clause (a)), such Debt could have originally been incurred in accordance with the applicable clause of Section 9.02(b) and such Liens comply with the applicable limitations set forth or referred to in clause (a) above; and

(ii) in the case of clauses (b) and (d) above and this clause (f) (to the extent relating to clauses (b) and (d) above), such Liens do not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof);

(g) with respect to any Real Property Interests, those Permitted Encumbrances (that are defined in any Mortgage), upon such Real Property Interests, including, but not limited to, Prior Recorded Interests with respect to such Real Property Interests, whether or not included in such Permitted Encumbrance definition;

(h) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceeding that may have been duly initiated for the review of such judgment has not been finally terminated or the period within which such proceeding may be initiated has not expired;

(i) Liens upon specific items of inventory or other goods and proceeds of the Parent Borrower or its Restricted Subsidiaries securing the Parent Borrower's or any such Restricted Subsidiary's obligations in respect of bankers' acceptances issued or created for the account of any such Person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business;

(j) legal or equitable Liens deemed to exist by reason of negative pledge covenants and other covenants or undertakings of a like nature;

(k)(1) Liens for Taxes not yet due or which are being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, (2) with respect to U.S.-flag Vessels, "preferred maritime liens" as defined in 46 U.S. Code §31301, and, with respect to non-U.S.-flag Vessels,

those maritime liens that are given preferred status over a Maritime Mortgage under the laws of the applicable foreign-flag jurisdiction, in each case arising by law in the ordinary course of business for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, and (3) shipyard Liens and other Liens arising by operation of law in the ordinary course of business in constructing, operating, maintaining and repairing the Vessels, including any Liens for charters or leases of a Vessel, for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, *provided,* that in each of case (1), (2) and (3), such contest will, more likely than not, not result in (i) the sale, forfeiture, confiscation, distraint, seizure, or loss of any Vessel Collateral or any interest therein in the course of any such proceedings, or as a result of any such Lien or (ii) any materially adverse effect on the interests of any mortgagee under the applicable Maritime Mortgage or other such mortgage or security;

(l) Liens created pursuant to the Loan Documents securing the Indebtedness;

(m) Liens in favor of the Borrowers and any other Loan Parties;

(n) customary rights of banks to set off deposits against Debt owed to said bank;

(o) Liens on cash collateral securing Debt permitted under Section 9.02(b)(xvi) in an aggregate amount outstanding not to exceed $600,000 at any time;

(p) leases and sub-leases, rights of use, passage or occupancy entered into in the ordinary course of business affecting the Real Property Interests;

(q) limitations and conditions under that certain Third Amended and Restated Trade Name and Trademark License Agreement between HFR, LLC and Hornbeck Offshore Operators, LLC, effective as of the Effective Date (the "Third Amended and Restated Trade Name and Trademark License Agreement"); and

(r) other Liens not otherwise permitted pursuant to the foregoing in the aggregate at any one time outstanding not to exceed $15,000,000; provided that, with respect to any such Liens that secure debt for borrowed money or debt evidenced by bonds, indentures, notes, term loans or similar instruments, (x) such Liens shall not be on any Property other than Collateral and shall rank junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Junior Lien Intercreditor Agreement.

"Permitted Maritime Liens" means those Permitted Liens under clauses (a) (to the extent that such Liens comply with the applicable limitations set forth or referred to in such clause (a)), (b), (k) and (l) of the definition thereof.

"Permitted Refinancing Debt" means any Debt of the Parent Borrower or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Debt of the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that (a) the principal amount of such Permitted Refinancing Debt does not exceed the principal amount of, plus Increased Amounts, if any, the

Debt so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith), (b) such Permitted Refinancing Debt has a final maturity date no earlier than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (c) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Loans or the Loan Guarantees, as the case may be, such Permitted Refinancing Debt is subordinated in right of payment to the Loans or the Loan Guarantees on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (d) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is secured by all or any portion of the Collateral and is subject to an intercreditor agreement to which the Administrative Agent or the Collateral Agent is a party, (i) such Permitted Refinancing Debt shall not be secured by any Property other than Property that secured the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (ii) the priority of the Liens on the Collateral securing such Permitted Refinancing Debt (if any) shall have the same or a lesser ranking relative to the Liens on the Collateral securing the Indebtedness than the Liens on the Collateral securing the Debt being extended, refinanced, renewed, replaced, defeased or refunded and (iii) such Permitted Refinancing Debt (if secured) shall be subject to a customary intercreditor agreement, subordination agreement, collateral trust agreement or other intercreditor arrangement (which may, if applicable, consist of a payment waterfall) in form and substance satisfactory to the Required Lenders, (e) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is unsecured, such Permitted Refinancing Debt shall be unsecured, (f) such Debt is incurred either by the Parent Borrower or any of its Restricted Subsidiaries that is the obligor on the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, however, that the Parent Borrower or a Restricted Subsidiary of the Parent Borrower may guarantee Permitted Refinancing Debt incurred by the Borrowers, but only to the extent the Parent Borrower or such Restricted Subsidiary was an obligor or guarantor of the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, further, however, that if such Permitted Refinancing Debt is subordinated to the Loans, such guarantee shall be subordinated to such Restricted Subsidiary's Loan Guarantee to at least the same extent and (g) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded initially consisted of Permitted Acquisition Debt, Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary or Equity-Paired Debt or the initial incurrence, issuance or assumption thereof was conditioned upon compliance with clause (iii) or the provisos to clause (iv) of the Required Additional Debt Terms, the Permitted Refinancing Debt shall comply with the terms set forth in the definitions of Permitted Acquisition Debt, Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary, Equity-Paired Debt or clause (iii) and/or the provisos to clause (iv) of the Required Additional Debt Terms, as applicable (to the same extent that the initial Debt was required to comply with such terms, except that the use of proceeds of such Permitted Refinancing Debt shall be to extend, refinance, renew, replace, defease or refund the Debt being extended, refinanced, renewed, replaced, defeased or refunded).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, unincorporated organization, Governmental Authority or other entity.

"Plan Effective Date" has the meaning assigned to the term "Effective Date" in the Plan of Reorganization.

"Plan of Reorganization" has the meaning specified in the Recitals herein.

"Platform" has the meaning assigned to such term in Section 12.14(b).

"Prime Rate" means the rate of interest per annum publicly quoted from time to time by The Wall Street Journal as the "prime rate" (or, if The Wall Street Journal ceases quoting a prime rate, the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as the bank prime loan rate or its equivalent). Any change in such prime rate shall take effect at the opening of business on the day specified in the public announcement of such change.

"Prior Recorded Interests" means, ownership interests, servitudes, real rights, liens, leases and other interests in property that appear in the public records affecting the Real Property Interests and in existence as of the date hereof.

"Pro Forma Basis," "Pro Forma Compliance," and "Pro Forma Effect" shall mean, with respect to compliance with any test, financial ratio, or covenant hereunder, including, without limitation, Consolidated EBITDA, Consolidated Fixed Charge Coverage Ratio, Consolidated Interest Expense, Consolidated Net Income, and Total Leverage Ratio that all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable Test Period of measurement in such test, financial ratio or covenant, without duplication: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (1) in the case of a sale, transfer, or other disposition of all or substantially all of the Equity Interests in any Subsidiary of Parent Borrower or any division, product line, or facility used for operations of Parent Borrower or any of its Subsidiaries made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be excluded, and (2) in the case of an acquisition of one or more Vessels or related Property or a Permitted Investment made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be included, (b) any incurrence, assumption, guarantee or Redemption of Debt by the Parent Borrower or any of its Restricted Subsidiaries in connection therewith (it being agreed that if such Debt has a floating or formula rate, such Debt shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Debt as at the relevant date of determination) subsequent to the commencement of the Test Period for which such test, financial ratio or covenant hereunder is being calculated but prior to the date on which the event occurred for which the calculation of such test, financial ratio or covenant hereunder is made (the "Calculation Date"); (c) any delivery to, or acquisition by, the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures of any newly constructed Vessel (or Vessels), whether constructed by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures or otherwise or any reactivated Vessel that has been a Stacked Vessel for more than twelve (12) months (including, but not limited to, offshore supply vessels, offshore service vessels, multi-purpose support vessels, other construction vessels, crewboats, fast supply vessels, anchor handling and towing supply vessels, tankers, tugs and tank barges) usable in the normal course of business of the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, that is (or

are) subject to a Qualified Services Contract, (d) solely to the extent relating to or arising from a Permitted Acquisition or an acquisition of Vessels or related Property (or Equity Interests of a Person engaged in a Permitted Business), the amount of reasonably identifiable and factually supportable operating expense reductions and other expense synergies, including elimination of duplicative general and administrative expenses and the economic impact of the stacking of any acquired vessels, that are projected by the Borrowers in good faith to result from actions either taken or reasonably expected to be taken within 12 months of the determination to take such action, net of the amount of actual benefits realized prior to or during such period from such actions; provided that, in order for such operating expense reductions and other expense synergies to be taken into account for purposes of this definition, the Administrative Agent shall have received a certificate from a Responsible Officer of the Parent Borrower certifying that such operating expense reductions and other expense synergies are reasonably identifiable and factually supportable; provided, further, that if the amount of such operating expense reductions and other expense synergies exceed the greater of (x) $2,000,000 and (y) 10% of Consolidated EBITDA for the most recently ended Test Period (in the case of sub-clause (y), calculated before giving effect to such adjustment), the certificate described in the immediately preceding proviso shall instead be provided by the Board of Directors of the Parent Borrower and (e) any other transaction that may be given pro forma effect in accordance with Article 11 of Regulation S-X under the Securities Act as in effect from time to time; provided, further, however, that (i) the Consolidated EBITDA attributable to discontinued operations and operations or businesses disposed of prior to the Calculation Date, shall be excluded and (ii) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the referent Person or any of its Restricted Subsidiaries following the Calculation Date. For purposes of clause (c) of this definition, the amount of Consolidated EBITDA attributable to such Vessel (or Vessels) shall be calculated in good faith by a Responsible Officer of the Borrowers and shall include in the calculation of the Consolidated Fixed Charge Coverage Ratio and the Total Leverage Ratio the revenues to be earned pursuant to the Qualified Services Contract relating to such Vessel (or Vessels), taking into account, where applicable, only contractual minimum amounts, and the estimated expenses related thereto. Such estimated expenses shall be based on the expenses previously incurred by any reactivated Stacked Vessel or, in the case of a new Vessel (or Vessels), expenses of the most nearly comparable Vessel in such Person's fleet or, if no such comparable Vessel exists, then on the industry average for expenses of comparable Vessels; provided, however, in determining the estimated expenses attributable to such new Vessel (or Vessels), the calculation shall give effect to the interest expense attributable to the incurrence, assumption or guarantee of any Debt relating to the construction, delivery, acquisition or reactivation of such Vessel (or Vessels) in accordance with clause (a) of this definition. Notwithstanding the foregoing, in any calculation of Consolidated Fixed Charge Coverage Ratio or Total Leverage Ratio based on the foregoing clause (c), the pro forma inclusion of Consolidated EBITDA attributable to such Qualified Services Contract for the Test Period shall be reduced by the actual Consolidated EBITDA from such Vessel (or Vessels) previously earned and accounted for in the actual results for the Test Period. Further, where such Qualified Services Contract is held by a Joint Venture, the pro forma inclusion of Consolidated EBITDA attributable to such Qualified Services Contract shall be reduced by a percentage equal to the percentage of such Joint Venture's Equity Interests that is not owned by the Parent Borrower or any of its Restricted Subsidiaries as further adjusted in the manner provided in the immediately preceding sentence and such Consolidated EBITDA shall be further reduced to the extent that there is any contractual or legal prohibition on its distributions to the Parent Borrower or any of its Restricted Subsidiaries.

"Projections" has the meaning assigned to such term in Section 7.12.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts, Intellectual Property and contract rights.

"Public Lender" has the meaning assigned to such term in Section 12.14(c).

"Qualified Services Contract" means, with respect to any newly constructed, substantially converted or substantially reconstructed offshore supply vessel or offshore service vessel (including, without limitation, any crew boat, fast supply vessel, multi-purpose support vessel (MPSV), other construction vessel and anchor-handling towing supply (AHTS) vessel, tug, double-hulled tank barge and double-hulled tanker or other complementary offshore marine vessel) delivered to the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, or any such newly constructed, substantially converted or substantially reconstructed vessel constructed, converted or reconstructed for a third party and then acquired by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures within 365 days of such vessel's original delivery date, or any reactivated Vessel (whether previously owned or recently acquired, constructed or converted) that has been a Stacked Vessel for a period of more than twelve (12) months, a contract that a Responsible Officer of the Borrowers acting in good faith, designates as a "Qualified Services Contract", which contract:

(a) provides for services to be performed by the Parent Borrower or one of its Restricted Subsidiaries or Joint Ventures involving the use of such vessel or a charter (bareboat or otherwise) of such vessel by the Parent Borrower or one of its Subsidiaries, in either case for a minimum period of at least 30 days; and

(b) provides for a fixed or minimum day rate or fixed or minimum volume or freight rates (including, if applicable, lay time and demurrage) for such vessel.

"Qualifying IPO" means an initial public offering and sale by the Parent Borrower (or its direct or indirect parent company) of Equity Interests in the Parent Borrower (or in its direct or indirect parent company, as the case may be) after the Effective Date pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act, other than a registration statement on Form S-4 or Form S-8 or their equivalent.

"Real Property Interests" means any interest of any kind including fee ownership, a leasehold orsub-leasehold interest, right of use, right of access, servitude or other possessory rights in and to such Property.

"Real Property Interests Collateral Requirements" means, with respect to any Material Real Property Interests subject to a Real Property Interests Mortgage and subject to the applicable time period set forth in this Agreement, the requirement that:

(a) the entity that owns such Material Real Property Interests shall be or shall have become a Loan Party and shall have: (i) duly authorized, executed and delivered (A) if necessary, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement in form and substance satisfactory to the Collateral Agent; (B) [reserved], and (C) a Mortgage and, if applicable, a Real Property Interests SNDA, with respect to such Material Real Property Interests; and (ii) caused such Mortgage and, if applicable, and subject to receipt of the lessor's counterpart signatures thereto as required pursuant to paragraph (b) below, such Real Property Interests SNDA, to be recorded in accordance with the laws of the applicable jurisdiction in which such Material Real Property Interests are located and such Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable mortgage upon such Material Real Property Interests under the laws of such applicable jurisdiction subject only to Permitted Liens;

(b) for those Material Real Property Interests that are leasehold interests in which a Loan Party is the lessee, the Loan Party shall have used commercially reasonable efforts to cause the lessor to duly authorize, execute and deliver a Real Property Interests SNDA;

(c) subject to the applicable time period set forth in this Agreement, all filings, deliveries of instruments and other actions necessary in the reasonable opinion of the Collateral Agent to perfect and preserve the security interests described in clause (a) above under the laws of the applicable jurisdiction shall have been duly effected and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to it; and

(d) the Collateral Agent shall, subject to the applicable time period set forth in this Agreement, have received each of the following with respect to any Real Property Interests Mortgage:

(i) [reserved];

(ii) evidence of insurance required by Section 8.08; and

(iii) if reasonably requested by the Collateral Agent and the Required Lenders, a legal opinion regarding due authorization, execution and enforceability of such Real Property Interest Mortgage from counsel to the Borrowers and other Loan Parties in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders.

"Real Property Interests Mortgage" means, with respect to any Material Real Property Interests, a Mortgage granting to the Collateral Agent a valid lien over such Real Property Interests, in the form of Exhibit F-5-1 or Exhibit F-5-2, hereto, as applicable.

"Real Property Interests SNDA" means, with respect to any Material Real Property Interests consisting of a leasehold interest, a subordination, non-disturbance and attornment agreement, substantially in the form of Exhibit F-6 hereto.

"Recipient" means (a) any Agent, and (b) any Lender, as applicable.

"Redemption" means with respect to any Debt, the refinancing, repurchase, redemption, prepayment, repayment, or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of such Debt, including by compromise, exchange, settlement at a discount, whether in an exchange offer, block purchases, open market repurchases or otherwise. "Redeem" has the correlative meaning thereto.

"Register" has the meaning assigned to such term in Section 12.04(b).

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Reinvestment Right" has the meaning assigned such term in Section 3.04(c)(iv).

"Rejection Notice" has the meaning assigned to such term in Section 3.04(c)(i).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Required Additional Debt Terms" means, with respect to any Debt or Disqualified Stock:

(i) such Debt or Disqualified Stock does not mature and does not have any mandatory or scheduled payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to the prior making of any required payments on the Indebtedness hereunder);

(ii) such Debt or Disqualified Stock has no obligors other than Persons that are Loan Parties;

(iii) [reserved]; and

(iv) subject to clauses (i) through (iii) of this definition, the terms of such Debt or Disqualified Stock shall be determined by the applicable Loan Parties and the holders of such Debt or Disqualified Stock; provided that, if such Debt or Disqualified Stock includes a financial maintenance covenant, such financial maintenance covenant shall be added to this Agreement for the benefit of the Lenders; provided, further, that any such financial maintenance covenant added to this Agreement for the benefit of the Lenders shall be deemed to have no further force or effect under this Agreement upon such Debt or Disqualified Stock that originally included such financial maintenance covenant being Redeemed in full and any Permitted Refinancing Debt in respect thereof does not include such financial maintenance covenant and is provided by Persons (including Persons that have received "allocations" of such Permitted Refinancing Debt) none of whom are holders of the Debt or Disqualified Stock that is being Redeemed and the receipt by the Administrative Agent of an Officer's Certificate certifying as to the occurrence of such Redemption.

"Required Lenders" means, at any time while no Loans are outstanding, Lenders having more than fifty percent (50%) of the total Commitments; and at any time while any Loans are outstanding, Lenders holding more than fifty percent (50%) of the sum of (i) outstanding aggregate principal amount of the Loans (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)) and (ii) the total outstanding Commitments; provided that, at any time there are two or more Lenders (who are not Affiliates of one another or who are not Approved Lenders with respect to each other), "Required Lenders" must include at least two Lenders (who are not Affiliates of one another or who are not Approved Lenders with respect to each other). The Commitment and Loans of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as to any Person, the chief executive officer, the president, the chief financial officer, the principal accounting officer, the treasurer, the corporate finance director or the controller of such Person. Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Borrowers.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payment" has the meaning set forth in Section 9.01.

"Restricted Specified Newbuild Subsidiary" means a Specified Newbuild Subsidiary that the Parent Borrower has designated in writing to the Administrative Agent as a Restricted Subsidiary. It is agreed and understood that (i) the Parent Borrower shall not be permitted, after such designation, to redesignate such Restricted Specified Newbuild Subsidiary as a non-Restricted Subsidiary and (ii) no Specified Newbuild Subsidiary may be designated as a Restricted Subsidiary after the date on which such Subsidiary has incurred any Debt.

"Restricted Subsidiary" of a Person means any Subsidiary of such Person other than a Specified Newbuild Subsidiary of such Person (unless designated as a Restricted Specified Newbuild Subsidiary in accordance with the definition thereof).

"Sale Leaseback Transaction" shall mean any arrangement, directly or indirectly, with any Person whereby the Parent Borrower or any of its Restricted Subsidiaries shall sell, transfer or otherwise dispose of any Property, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred; provided that, (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (ii) such Sale Leaseback Transaction is consummated within 180 days of the disposition of such property.

"Sanctioned Country" means, at any time, a country or territory which is, or whose government is, the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in anySanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, or by the United Nations Security Council, Her Majesty's Treasury of the United Kingdom, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by, or owned 50 percent or more, directly or indirectly, by, any such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Parties" means, collectively, the Agents, the Lenders and each sub-agent pursuant to Section 11.05 appointed by any Agent with respect to matters relating to the Loan Documents.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Instruments" means the Guaranty and Collateral Agreement, each Maritime Mortgage, the Assignments of Insurances, each Real Property Interests Mortgage, each Other Brazilian Security Instrument, each Other Mexican Security Instrument and any and all other agreements now or hereafter executed and delivered by the Borrowers or any other Person as security for the payment or performance of the Indebtedness (including, without limitation, any such agreements described on Schedule 8.17), as such agreements securing the Indebtedness may be amended, modified, supplemented or restated from time to time.

"Specified Equity Interests" means any Equity Interests of any Person that owns Vessel Collateral.

"Specified Newbuild Debt" means Debt of one or more Specified Newbuild Subsidiaries; provided that (i) the use of proceeds of Specified Newbuild Debt shall be limited to funding the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto, (ii) Specified Newbuild Debt may only be secured by Liens on the HOS Warhorse, the HOS Wild Horse, Specified Newbuild Related Assets, the Equity Interests of the Person that directly owns the HOS Warhorse and HOS Wild Horse and the cash proceeds of any Specified Newbuild Subsidiary Equity Contribution held by any Specified Newbuild Subsidiary, (iii) except to the extent otherwise agreed to by the Required Lenders in their discretion, the Collateral Agent shall be granted a Lien on the HOS Warhorse and HOS Wild Horse and any Specified Newbuild Related Assets to the extent a Lien on any of the foregoing is granted to secure Specified Newbuild Debt; provided that, (x) subject to clause (y), such Lien in favor of the Collateral Agent (1) shall be subject to the Specified Shipyard Liens and (2) shall not be junior in priority to any Lien on the HOS Warhorse and HOS Wild Horse and any Specified Newbuild Related Assets securing any Debt other than any such Lien securing Specified Newbuild Debt, (y) subject to clause (z), if such Lien in favor of the Collateral Agent is not permitted under the terms of the documentation governing the Specified Newbuild Debt after the Parent Borrower's use of reasonable best efforts to permit such Lien, the Collateral Agent shall instead be granted a Lien on the Equity Interests of the Person that owns the HOS Warhorse and HOS Wild Horse (and in such case such Equity

Interests shall not be subject to any other Lien securing Debt (including the Specified Newbuild Debt), other than any such Lien securing the Indebtedness or Equity-Paired Debt) and (z) if such Lien on the Equity Interests of the Person that owns the HOS Warhorse and HOS Wild Horse is not permitted under the terms of the documentation governing the Specified Newbuild Debt after the Parent Borrower's use of reasonable best efforts to permit such Lien, the Collateral Agent shall instead be granted a Lien on the Equity Interests of the direct parent company of the entity that owns the HOS Warhorse and HOS Wild Horse (and in such case (i) such Equity Interests shall not be subject to any other Lien securing Debt (including the Specified Newbuild Debt), other than any such Lien securing the Indebtedness or Equity-Paired Debt and (ii) the Equity Interests of the entity that owns the HOS Warhorse and HOS Wild Horse shall not be subject to any Lien securing Debt, other than a Lien securing the Specified Newbuild Debt); provided, further, that any Lien granted in favor of the Collateral Agent pursuant to this clause (iii) shall be subject to documentation reasonably acceptable to the Required Lenders (including intercreditor arrangements with respect thereto), and shall be accompanied by ancillary documentation reasonably requested by the Required Lenders, (iv) the Person that owns the HOS Warhorse and HOS Wild Horse shall be the borrower under the Specified Newbuild Debt and shall own no assets other than the HOS Warhorse and HOS Wild Horse and Specified Newbuild Related Assets, (v) the Specified Newbuild Debt shall not be guaranteed by any Person (other than, if requested by the holders of the Specified Newbuild Debt, a holding company that itself is a Specified Newbuild Subsidiary and not a Loan Party and existing for the sole purpose of holding the Equity Interests of the borrower under the applicable Specified Newbuild Debt and holding no other assets other than assets of a de minimis nature) and (vi) the Specified Newbuild Debt shall not have any mandatory or scheduled payments or sinking fund obligations required to be made by the Parent Borrower or any Restricted Subsidiary thereof prior to 91 days after the Maturity Date or redemptions thereof (in each case, other than any Specified Newbuild Debt Permitted Redemption).

"Specified Newbuild Debt Permitted Redemption" means any optional payments or mandatory or scheduled payments or sinking fund obligations (x) made solely with a portion of the cash flow attributable to the HOS Warhorse, HOS Wild Horse or any Specified Newbuild Related Assets, (y) made with the Net Proceeds (ignoring for such purposes clause (c) of the definition thereof) from any disposition of the HOS Warhorse or HOS Wild Horse permitted under this Agreement or (z) made with the Specified Proceeds received by the Parent Borrower or any Restricted Subsidiary in respect of the HOS Warhorse, HOS Wild Horse or any Specified Newbuild Related Assets.

"Specified Newbuild Related Assets" means, with respect to each of the HOS Warhorse and HOS Wild Horse:

(a) prior to completion of the construction and the delivery of the applicable Vessel, (i) the rights and interests of the Person that directly owns such Vessel in (A) contracts, contract claims, defenses, causes of action relating or pertaining to contracts with Gulf Island Shipyards, LLC." and its predecessors and successors in interest; (B) the surety bonds issued by sureties in respect of the contracts for construction of the HOS Wild Horse and the HOS Warhorse, including all claims, causes of action against the sureties; (C) all contracts for the completion of the construction of each such Vessel with any shipyard that will perform such work, together with any other contracts with any other Person for services or equipment necessary for the completion of any such

Vessel and its placement into service, (D) the builder's risk and other insurances with respect to each such Vessel, and (ii) all equipment and materials in the possession of Gulf Island Shipyards, LLC" or any other person or required to be purchased and furnished in order to complete the construction of each such Vessel; and

(b) after completion of the construction and the delivery of the applicable Vessel, the rights and interests of the Person that directly owns such Vessel in (i) the cash, accounts receivable and earnings generated by such Vessel, (ii) any charter, lease or other contract for the use, employment or operation of such Vessel, and (iii) the hull and machinery, war risk, protection and indemnity and other insurances with respect to such Vessel.

"Specified Newbuild Subsidiary" means a direct or indirect Subsidiary of the Parent Borrower (a) who is, or is formed for the purpose of becoming, the borrower or the guarantor of any Specified Newbuild Debt, (b) whose sole purposes are (i) in the case of a Specified Newbuild Subsidiary that is or shall be the guarantor of any Specified Newbuild Debt, the ownership of another Specified Newbuild Subsidiary or (ii) the ownership of the HOS Warhorse and/or HOS Wild Horse (and, in each case, Specified Newbuild Related Assets related thereto), the completion of construction thereof and, in each case, activities reasonably incidental to the foregoing, (c) the assets of which do not consist solely of cash and/or Cash Equivalents and (d) that is (directly or indirectly) wholly-owned by the Parent Borrower. For the avoidance of doubt, if at any time a Specified Newbuild Subsidiary fails to satisfy the requirements of any of the foregoing clauses (a) through (d) for a period of longer than 10 Business Days, such Subsidiary shall cease to constitute a Specified Newbuild Subsidiary.

"Specified Newbuild Subsidiary Equity Contribution" means an Investment made by the Parent Borrower or any of its Restricted Subsidiaries in a Specified Newbuild Subsidiary with the cash proceeds from the issuance of Equity Interests of the Parent Borrower following the Effective Date which proceeds have been identified by the Parent Borrower to the Administrative Agent as being intended to be used to fund the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto or to fund up to twenty-four (24) months of ongoing operations of a Specified Newbuild Subsidiary, in each case so long as such Investment has been approved by the Board of Directors of the Parent Borrower.

"Specified Proceeds" means the cash proceeds realized by the Parent Borrower or any of its Restricted Subsidiaries from the sale or assignment to an unrelated third party of any construction contract related to the HOS Warhorse or HOS Wild Horse or any other Vessel under construction as to which monies of whatsoever nature are paid to the Parent Borrower or any of its Restricted Subsidiaries in respect of such contracts, the HOS Warhorse or HOS Wild Horse or any other Vessel under construction, including, without limitation, the Vessel purchase price (or any refund thereof), commissions, insurances, bonds, damages, awards or judgments, in each case net of costs of the sale or assignment and amounts required to be applied to the repayment of Debt (including, where applicable, Specified Newbuild Debt) secured by a Permitted Lien on such Vessel under construction, which Lien is senior to the Lien on such Property securing the Indebtedness.

"Specified Qualified Appraisers" means (i) Dufour Laskay & Strouse, Inc., (ii) Fearnley Offshore, (iii) Clarksons Platou (iv) Pareto, (v) VesselsValue, (vi) Seabrokers Group and (vii) Arctic Offshore.

"Specified Shipyard Liens" shall mean the Liens in favor of Gulf Island Shipyard, LLC, with respect to which theUCC-1 financing statements described on Schedule 9.03 in which Gulf Island Shipyard, LLC is the "secured party" have been filed.

"Specified Transaction" shall mean, with respect to any period, any Investment (including a Permitted Acquisition), any asset acquisition or sale, incurrence or Redemption of Debt, Restricted Payment, Subsidiary designation, or other event or action that in each case by the terms of this Agreement requires Pro Forma Compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

"Specified Value" means, subject in all cases to Section 1.07:

(a) with respect to any Property (other than cash) below $2,500,000, the fair market value of such Property at the time of the event requiring such determination, as determined in good faith by management of the Parent Borrower;

(b) with respect to any Property (other than cash) equal to or above $2,500,000 but below $10,000,000, the fair market value of such Property at the time of the event requiring such determination, as determined in good faith by the Board of Directors of the Parent Borrower;

(c) with respect to any Property (other than cash) in excess of $10,000,000, the fair market value of such Property at the time of the event requiring such determination as determined by a reputable investment bank or accounting or appraisal firm, in each case that is reasonably satisfactory to the Required Lenders (it being agreed that, with respect to the appraisal of any Vessel or Vessels (or any Specified Equity Interests), the Specified Qualified Appraisers shall be deemed to be satisfactory to the Required Lenders); and

(d) with respect to cash, the aggregate amount thereof.

"Stacked Vessel" means (i) a Vessel that has been removed from service in the exercise of the Parent Borrower's reasonable judgment consistent with reasonable business practices in light of the facts known at the time the decision was made (including, without limitation, operating costs and available marketing opportunities), or (ii) any After-Acquired Vessel (whether by acquiring the Vessel or the entity that owns such Vessel) that was stacked at the time of its acquisition (including any period immediately prior to the acquisition of such After-Acquired Vessel that such After-Acquired Vessel was continuously stacked by its previous owner) or that, after becoming operational, has been removed from service in the exercise of the Parent Borrower's reasonable judgment consistent with reasonable business practices in light of the facts known at the time the decision was made (including, without limitation, operating costs and available marketing opportunities).

"Stated Maturity" means, with respect to any mandatory sinking fund or other installment of interest or principal on any series of Debt, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Debt, and shall not include any contingent obligations to repay, Redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof, but shall include any rights of the holders to require the obligor to repurchase such Debt at any particular date.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" means any Person of which at least a majority of the outstanding Equity Interests having by the terms thereof ordinary voting power to elect a majority of the board of directors, manager or other governing body of such Person (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by the Parent Borrower or one or more of its Subsidiaries. Unless otherwise indicated herein, each reference to the term "Subsidiary" shall mean a direct or indirect Subsidiary of the Parent Borrower.

"Supplemental Perfection Certificate" means a certificate in substantially the form of Exhibit C or in any other form approved by the Required Lenders.

"Swap Termination Value" means, in respect of any Hedging Obligation, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Obligations, (a) for any date on or after the date such Hedging Obligations have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Obligations, as determined by the counterparties to such Hedging Obligations.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Parent Borrower most recently ended on or prior to such date of determination and for which financial statements have been delivered to the Administrative Agent at the time of such determination.

"Total Assets" means, as of any date, the total assets of Parent Borrower and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Parent Borrower, determined on a Pro Forma Basis.

"Total Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Debt of the Parent Borrower and its Restricted Subsidiaries as of the last day of such Test Period consisting of (i) indebtedness for borrowed money including, without limitation, any guarantee thereof, (ii) indebtedness evidenced by bonds, debentures, notes, term loans or similar instruments (or reimbursement agreements in respect thereof), (iii) letters of credit (to the extent of any unreimbursed amounts thereunder), (iv) Capital Lease Obligations and (v) Attributable Debt in respect of Sale Leaseback Transactions to (b) Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for such Test Period. For the avoidance of doubt, Total Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Transaction Expenses" shall mean any fees, costs, or expenses incurred or paid by the Borrowers in connection with the Transactions, this Agreement and the other Loan Documents, and the transactions contemplated hereby and thereby.

"Transactions" means (a) with respect to the Borrowers, the execution, delivery and performance by the Borrowers of this Agreement, and each other Loan Document to which it is a party, the borrowing of Loans as contemplated by Section 2.01 and the granting of Liens by the Borrowers on Collateral pursuant to the Security Instruments, (b) with respect to each Guarantor, the execution, delivery and performance by such Guarantor of each Loan Document to which it is a party, the guaranteeing of the Indebtedness and the other obligations under the Guaranty Agreements by such Guarantor, and the granting of Liens by such Guarantor on Collateral pursuant to the Security Instruments (for the avoidance of doubt, excluding Excluded Assets (as defined in the Guaranty and Collateral Agreement)) and (c) the consummation of the Plan of Reorganization, including the transactions contemplated thereunder to be consummated on the Effective Date.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing is determined by reference to the Alternate Base Rate or the Adjusted LIBO Rate.

"UCC" has the meaning set forth in the definition of "Lien".

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolutions of any UK Financial Institution.

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001 and as modified, amended, supplemented or restated from time to time)) and the regulations and rules promulgated thereunder.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.03(g)(ii)(B)(3).

"Vessel Collateral" means, collectively, any Vessels subject to Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, securing obligations of the Loan Parties under the Loan Documents and guaranties thereof, including, without limitation, all Vessels set forth on Schedule 8.14-1; *provided,* that, except when such Vessel shall constitute an Excluded Vessel, each of the HOS Warhorse and HOS Wild Horse shall be deemed to constitute Vessel Collateral upon each such Vessel's (i) delivery thereof to any Loan Party and (ii) documentation with the U.S. Coast Guard; *provided*, *further*, that prior to the satisfaction of the conditions in the immediately preceding proviso, each, except when such Vessel shall constitute an Excluded Vessel, of the HOS Warhorse and HOS Wild Horse shall be deemed to constitute Vessel Collateral for purposes of the definitions herein of "Event of Loss", "Permitted Liens" and "Specified Equity Interests" and for purposes of Section 9.01.

"Vessel Collateral Requirements" shall mean, with respect to any Vessel Collateral and subject to the applicable time period set forth in this Agreement, the applicable requirements set forth on Schedule 8.14-2.

"Vessels" means marine vessels, and "Vessel" shall mean any of such Vessels.

"Voting Stock" of any Person as of any date means the Equity Interest of such Person that is at the time entitled to vote in the election of the board of directors, managers or trustees of such Person.

"Weighted Average Life to Maturity" means, when applied to any Debt at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (b) the then outstanding principal amount of such Debt.

"Wholly-Owned Restricted Subsidiary" means (a) any Restricted Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares and Equity Interests held by other statutorily required minority shareholders) shall at the time be owned directly or indirectly by such Person or (b) any Restricted Subsidiary that is organized in a foreign jurisdiction and is required by the applicable laws and regulations of such foreign jurisdiction or its governmental agencies, authorities or state-owned businesses to be partially owned by the government of such foreign jurisdiction or individual or corporate citizens of such foreign jurisdiction in order for such Restricted Subsidiary to transact business in such foreign jurisdiction, *provided,* that such Person, directly or indirectly, owns the remaining Equity Interests in such Restricted Subsidiary and, by contract or otherwise, controls the management and business of such Restricted Subsidiary to substantially the same extent as if such Restricted Subsidiary were a Wholly-Owned Restricted Subsidiary.

"Wilmington Trust" means Wilmington Trust, National Association.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"Withholding Agent" means the Parent Borrower and the Administrative Agent.

"Write-Down and Conversion Powers" means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.03 Types of Loans and Borrowings. For the purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Type (e.g., a "Eurodollar Loan" or a "Eurodollar Borrowing").

Section 1.04 Terms Generally; Rules of Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise:

(a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time supplemented, restated, renewed, refinanced, modified, amended, extended for any period, increased and/or otherwise rearranged (subject to any restrictions on such supplements, restatements, renewals, refinances, modifications, amendments, extensions, increases and/or rearrangements as set forth in the Loan Documents);

(b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time;

(c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents);

(d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof,

(e) with respect to the determination of any time period, the word “from” means “from and including” and the word “to” means “to and including” and

(f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement.

No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP.

(a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, as in effect from time to time; *provided,* that if the Parent Borrower notifies the Administrative Agent in writing that the Parent Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Parent Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn, such provision amended in accordance herewith

(b) When calculating the availability under any basket or ratio hereunder, in each case in connection with a Limited Condition Acquisition, the date of determination of such basket or ratio and of any Default or Event of Default shall, at the option of the Parent Borrower (which election shall be made, if at all, on the date the definitive agreements for such Limited Condition Acquisition are entered into), be the date the definitive agreements for such Limited Condition Acquisition are entered into and such baskets or ratios shall be calculated with such pro forma adjustments as are consistent with the pro forma adjustment provisions set forth in the definition of Pro Forma Basis after giving effect to such Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Debt and the use of proceeds thereof) as if they occurred at the beginning of the applicable period for purposes of determining the ability to consummate any such Limited Condition Acquisition, and, for the avoidance of doubt, (x) if any of such baskets or ratios are exceeded as a result of fluctuations in such basket or ratio (including due to fluctuations in Consolidated EBITDA of the Parent Borrower or the target company for the applicable measurement period) subsequent to such date of determination and at or prior to the consummation of the relevant Limited Condition Acquisition, such baskets or ratios will not be deemed to have been exceeded as a result of such

fluctuations solely for purposes of determining whether the Limited Condition Acquisition is permitted hereunder and (y) such baskets or ratios shall not be tested at the time of consummation of such Limited Condition Acquisition or related transactions; provided that if the Parent Borrower elects to have such determinations occur at the time of entry into such definitive agreement, any such transactions (including any incurrence of Debt and the use of proceeds thereof) shall be deemed to have occurred on the date the definitive agreements are entered and to be outstanding thereafter for purposes of calculating any baskets or ratios hereunder after the date of such agreement and before the consummation of such Limited Condition Acquisition unless and until such Limited Condition Acquisition has been abandoned, as determined by the Parent Borrower, prior to the consummation thereof; provided, further that the foregoing shall be inapplicable to any determination under clause (c) of the definition of Permitted Investments.

Section 1.06 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Section 1.07 Valuation of Certain Investments and Restricted Payments.

Notwithstanding anything in this Agreement to the contrary, unless otherwise explicitly addressed in the definition of "Permitted Investment" or in any exception to Section 9.01, for purposes of determining the amount of an Investment made or Property acquired or any Restricted Payment of the type described in clause (i) or (ii) of the definition thereof made, in each case by the Parent Borrower or any Restricted Subsidiary thereof following the Effective Date, (a) the amount of any Investment so made shall be (1) the Specified Value of the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment minus (2) the amount of (x) dividends or distributions received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or Cash Equivalents and (y) liabilities or commitments assumed by the Person into which the Investment is being made pursuant to a customary agreement that releases or indemnifies the Parent Borrower or applicable Restricted Subsidiary from further liability (excluding, if applicable, the commitment to complete the construction of the HOS Warhorse and HOS Wild Horse under a future contract and excluding any such deduction made in reliance on this clause (y) to the extent the corresponding deduction in value is accounted for in the determination of the Specified Value of such Property); provided, that if such Investment is made with Collateral or proceeds of Collateral, such cash or Cash Equivalents are received by a Loan Party in a deposit account or securities account, as applicable, that is subject to an Account Control Agreement, (b) the amount of any Property so acquired shall be the Specified Value of the Property at the time of acquisition; provided that, if such Property so acquired is subsequently invested or is the subject of a Restricted Payment of the type described in clause (i) or (ii) of the definition thereof, clause (a) or (c) of this paragraph, as applicable, shall apply and (c) the amount of any Restricted Payment of the type described in clause (i) or (ii) of the definition thereof so made shall be the Specified Value at the time such Restricted Payment is made.

**ARTICLE II**
**The Commitments**

Section 2.01 Commitment. Subject to the terms and conditions set forth herein, each Lender severally agrees that it shall be deemed, pursuant to the Plan of Reorganization, to have made a Loan to the Borrower on the Effective Date in U.S. Dollars in an aggregate principal amount equal to such Lender's Commitment. The initial aggregate principal amount of the Loans deemed made on the Effective Date shall be equal to the aggregate amount of the Commitments set forth on Schedule 2.01. The deemed making of the Loans by the Lenders on the Effective Date as contemplated by this Section 2.01 shall satisfy, dollar for dollar, such Lender's obligation to make Loans on the Effective Date. Upon the deemed making of the Loans pursuant to this Section 2.01, the Commitments shall terminate in full. Any amounts paid or prepaid in respect of the Loans may not be reborrowed.

Section 2.02 [Reserved.].

Section 2.03 Borrowings; Several Obligations.

(a) Each Loan made shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Types of Loans. Subject to Section 3.03, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrowers may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement and such domestic or foreign branch or Affiliate will be subject to the requirements under Section 5.03(g).

(c) Notes. Any Lender may request that the Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns, substantially in the form of Exhibit A (with a copy to the Administrative Agent) dated (i) the Effective Date or (ii) the effective date of an Assignment pursuant to Section 12.04(b), in a principal amount equal to its Commitment as originally in effect and otherwise duly completed and such substitute Notes as required by Section 12.04(b); *provided,* that promissory notes requested in amounts less than $1,000,000 shall require the consent of the Parent Borrower, such consent not to be unreasonably withheld or delayed. The date, amount, Type, interest rate and Interest Period of each Loan made by each Lender and all payments made on account of the principal thereof, shall be recorded by such Lender on its books and maintained in accordance with its usual practice. Failure to make such recordation shall not affect any Lender's or the Borrowers' rights or obligations in respect of such Loans. In the event that one or more Notes shall be issued after the Effective Date, it shall not be necessary to tender or present any such Note to the Administrative Agent for any payment hereunder, including on the Maturity Date.

(d) Requests for Borrowings. To request a Borrowing, the Borrowers shall deliver to the Administrative Agent, for distribution to the Lenders, a written Borrowing Request in substantially the form of Exhibit B-1 and signed by the Borrowers (A) in the case of a Eurodollar Borrowing, not later than 12:00 p.m., Eastern time, three Business Days before the date of the proposed Borrowing (or such later date as agreed to by the Administrative Agent) or (B) in the case of an ABR Borrowing, not later than 12:00 p.m., Eastern time, three Business Days before the date of the proposed Borrowing (or such later date as agreed to by the Administrative Agent).

Section 2.04 Interest Elections.

(a) Conversion and Continuance. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Parent Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Parent Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. Subject to clause (b) below, each conversion or continuation shall be made by giving the Administrative Agent (x) in the case of a conversion or continuation into a Eurodollar Loan, at least three Business Days' prior written notice, and (y) in the case of a conversion into ABR Loans, at least one Business Day's prior written notice.

(b) [reserved]

(c) Information in Interest Election Requests. Each Interest Election Request shall specify the following information:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Section 2.04(c)(iii) and (iv) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Parent Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice to Lenders by the Administrative Agent. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Effect of Failure to Deliver Timely Interest Election Request and Events of Default. If the Parent Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Eurodollar Borrowing with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing: (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective) and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.05 [Reserved.].

Section 2.06 [Reserved.].

Section 2.07 Replacement of Lenders. The Parent Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 5.01 or 5.03, (b) fails to vote in favor of any measure requiring the affirmative vote of one hundred percent (100%) of the Lenders or all affected Lenders (and such measure has otherwise received the affirmative vote by the Required Lenders) or (c) is a Defaulting Lender, with any Person that meets the requirements to be an assignee under Section 12.04; *provided*, that:

(i) such replacement does not conflict with any Governmental Requirement;

(ii) no Event of Default shall have occurred and be continuing at the time of such replacement that has not been waived in accordance with the terms hereof;

(iii) prior to any such replacement, such Lender shall have taken no action under Section 5.04 so as to eliminate the continued need for payment of amounts owing pursuant to Section 5.01 or 5.03(a);

(iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement;

(v) the Borrowers shall be liable to such replaced Lender under Section 5.02 if any Eurodollar Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto;

(vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 12.04 *(provided*, that any replaced Lender shall be deemed to have consented to the assignment and delegation of its interests, rights and obligations if it does not execute and deliver an Assignment to the Administrative Agent within three (3) Business Days after having received a request therefor, and the Borrowers shall be obligated to pay the registration and processing fee referred to therein);

(vii) until such time as such replacement shall be consummated, the Borrowers shall pay all additional amounts (if any) required pursuant to Section 5.01 or 5.03(a), as the case may be; and

(viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender.

Section 2.08 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders.

(b) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article X or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 12.08 shall be applied by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder (including any legal fees and expenses); second, as the Parent Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; third, if so determined by the Parent Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement (solely to the extent any such obligation exists); fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided,* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 6.01 were satisfied or waived, such payment shall be applied solely to pay the Loans of allnon-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata under the applicable facility. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

## ARTICLE III
## Payments of Principal and Interest; Prepayments; Fees

Section 3.01 Repayment of Loans. The Borrowers hereby unconditionally promise to pay to the Administrative Agent, for the account of each Lender, the then unpaid principal amount of each Loan on the Maturity Date.

Section 3.02 Interest.

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Interest Rate, but in no event to exceed the Highest Lawful Rate.

(b) Eurodollar Loans. The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Interest Rate, but in no event to exceed the Highest Lawful Rate.

(c) Post-Default. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, upon the request of the Required Lenders, all Loans outstanding hereunder shall bear interest from and after the date of such Event of Default until such Event of Default has been cured or waived, after as well as before judgment, at a rate per annum equal to two percent (2.00%) plus the then applicable rate of interest accruing on such Loan as provided in Sections 3.02(a) and (b), but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Maturity Date and shall be payable entirely in cash; provided that (i) interest accrued pursuant to Section 3.02(c) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan prior to the Maturity Date), accrued interest on the principal amount repaid or prepaid shall be payable in cash on the date of such repayment or prepayment, and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year),and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error, and be binding upon the parties hereto.

Section 3.03 Alternate Rate of Interest; Effect of Benchmark Transition Event.

(a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate for such Interest Period; provided, that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Parent Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Parent Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Administrative Agent and the Borrowers may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all Lenders and the Borrowers so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. Any such amendment with respect to an Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders accept such amendment. No replacement of the LIBO Rate with a Benchmark Replacement pursuant to this Section 3.03 will occur prior to the applicable Benchmark Transition Start Date.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent (acting at the direction of the Required Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document (and the Lenders hereby (i) authorize and direct the Administrative Agent to make any Benchmark Replacement Conforming Changes (and to enter into any modifications to the Credit Agreement or Loan Documents implementing such Benchmark Replacement Conforming Changes) that have been consented or agreed to by the Required Lenders, or in respect of which the Administrative Agent has received a direction from the Required Lenders to implement and (ii) acknowledge and agree that the Administrative Agent shall be entitled to all of the exculpations, protection and indemnifications provided for in this Agreement in favor of the Administrative Agent in implementing any Benchmark Replacement Conforming Changes (or in entering into any modifications to the Credit Agreement or the other Loan Documents implementing the same) that have been consented or agreed to by the Required Lenders, or in respect of which the Administrative Agent has received a direction from the Required Lenders to implement), any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders of (i) any Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to clauses (b) through (e) of this Section 3.03 including any determination with respect to a tenor, rate or adjustment or of the occurrence ornon-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.03.

(e) Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, the Parent Borrower may revoke any request for a Eurodollar Borrowing of, conversion to or continuation of Eurodollar Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Parent Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period, the component of ABR based upon the LIBO Rate will not be used in any determination of ABR.

(f) Certain Defined Terms. As used in this Section 3.03:

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Administrative Agent, the Required Lenders, and the Parent Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBO Rate for U.S. dollar-denominated syndicated credit facilities and (b) the Benchmark Replacement Adjustment; *provided* that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement; provided further that any such Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the LIBO Rate with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent, the Required Lenders and the Parent Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time, provided that any such Benchmark Replacement Adjustment shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent and the Required Lenders decide in their reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent and the Required Lenders determine that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent and the Required Lenders decide is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the LIBO Rate:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the LIBO Rate permanently or indefinitely ceases to provide the LIBO Rate; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the LIBO Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the LIBO Rate announcing that such administrator has ceased or will cease to provide the LIBO Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBO Rate, a resolution authority with jurisdiction over the administrator for the LIBO Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBO Rate, which states that the administrator of the LIBO Rate has ceased or will cease to provide the LIBO Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate announcing that the LIBO Rate is no longer representative.

"Benchmark Transition Start Date" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Required Lenders, as applicable, by notice to the Borrowers, the Administrative Agent (in the case of such notice by the Required Lenders) and the Lenders.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with the Section titled "Effect of Benchmark Transition Event" and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to the Section titled "Effect of Benchmark Transition Event."

"Early Opt-in Election" means the occurrence of:

(1) (i) a determination by the Administrative Agent or (ii) a notification by the Required Lenders to the Administrative Agent (with a copy to the Borrowers) that the Required Lenders have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in this Section 3.03 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBO Rate, and

(2) (i) the election by the Administrative Agent or (ii) the election by the Required Lenders to declare that an EarlyOpt-in Election has occurred and the provision, as applicable, by the Administrative Agent of written notice of such election to the Borrowers and the Lenders or by the Required Lenders of written notice of such election to the Administrative Agent.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"Term SOFR" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b).

(b) Notice and Terms of Optional Prepayment. The Parent Borrower shall notify the Administrative Agent by delivery of a notice of prepayment in the form of Exhibit B-2 hereto ("Notice of Prepayment") executed by a Responsible Officer of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 1:00 p.m., Eastern time, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 1:00 p.m., Eastern time, two (2) Business Days before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, a Notice of Prepayment may state that such notice is conditioned upon the occurrence of a specified event, in which case such notice may be revoked by the Parent Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each prepayment hereunder shall be in an amount that is an integral multiple of $1,000,000 (or such lesser amount or integral to repay a Borrowing in full). Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02. The Borrowers shall be responsible for any break funding payments pursuant toSection 5.02 in connection with any prepayment under Section 3.04(a).

(c) Asset Sale and Specified Proceeds Mandatory Prepayments.

(i) Subject to Section 3.04(c)(iii) below, if a prepayment shall be required under this Section 3.04(c)(i), not later than five (5) Business Days following the date on which any Asset Sale is consummated (other than any Excluded Asset Sale) or the Parent Borrower or any Restricted Subsidiary receives any Specified Proceeds, the Parent Borrower shall deliver an Officer's Certificate to the Administrative Agent which shall specify in reasonable detail (x) the aggregate amount of Net Proceeds of such Asset Sale (or, as applicable, the aggregate amount of Specified Proceeds received by the Parent Borrower and its Restricted Subsidiaries) and (y) the amount of such Net Proceeds (or, as applicable, the amount of Specified Proceeds) that is required to be offered by the Parent Borrower to the Lenders to prepay the Loans, as determined pursuant to the table immediately below and taking into account the provisions in Sections 3.04(c)(ii) through (v).

| Type of Asset Sale or other event | Percentage of Net Proceeds (or Specified Proceeds) subject to prepayment requirement | Percentage of Net Proceeds (or Specified Proceeds) eligible for Reinvestment Right |
|---|---|---|
| "Event of Loss" | 100% | 100% |
| Receipt of "Specified Proceeds" | 100% | 100% |
| 9.08(b)(i): Asset Sales of Stacked Vessels or Vessels that are no longer useful in the business of the Parent Borrower and its Restricted Subsidiaries | 100% | 66% |
| 9.08(b)(ii): Sale Leaseback Transactions | 50% | 0% |
| 9.08(b)(iii): other Asset Sales | 100% | 100%, and in the case of each of HOS Warhorse and HOS Wild Horse, 66% |

The Administrative Agent shall provide such Officer's Certificate to the Lenders to be offered to prepay the Loans (a "Prepayment Offer"), each of whom may decline all but not less than all of its pro rata share of the Net Proceeds or Specified Proceeds, as applicable, required to prepay the Loans (any such amounts not accepted, the "Declined Amounts") by providing written notice (a "Rejection Notice") to the Administrative Agent and the Parent Borrower no later than 5:00 p.m., Eastern time, five Business Days after the date on which the Administrative Agent provides such Officer's Certificate to the Lenders (and the Administrative Agent shall provide the Parent Borrower with the date on which such Officer's Certificate is so provided). If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time period specified above, such Lender shall be deemed to have accepted the full amount of its share of the Prepayment Offer. The Borrowers shall prepay all Loans required to be prepaid by it under this Section 3.04(c)(i) no later than two Business Days after expiration of the time period specified above. Any Declined Amounts shall no longer be subject to this Section 3.04(c)(i) and may be used by the Parent Borrower or any of its Restricted Subsidiaries in any manner not prohibited by this Agreement, subject to any prepayment requirement under any other Debt.

(ii) [Reserved].

(iii) [Reserved].

(iv) Notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i), with respect to any Net Proceeds realized or received with respect to any Asset Sale or any Specified Proceeds, in each case other than Net Proceeds that are not eligible for the Reinvestment Right (as defined below) pursuant to the table set forth in Section 3.04(c)(i), if the Parent Borrower elects to reinvest the permitted percentage (set forth in the table in Section 3.04(c)(i)) of such Net Proceeds or Specified Proceeds in assets useful in the business of the Loan Parties (excluding cash or Cash Equivalents), then the Parent Borrower shall not be required to make a mandatory prepayment offer under Section 3.04(c)(i) in respect of such Net Proceeds or Specified Proceeds that are so reinvested within 365 days following receipt thereof (such period, the "Reinvestment Period"; and such right to reinvest such Net Proceeds, the "Reinvestment Right"); provided that, that to the extent that such Net Proceeds or Specified Proceeds have not been so reinvested prior to the expiration of the Reinvestment Period, the Parent Borrower shall within three (3) Business Days of the expiration of the Reinvestment Period, apply such non-reinvested Net Proceeds or Specified Proceeds to the prepayment of Loans as provided in Section 3.04(c)(i).

(v) Notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i), any prepayment referred to in Section 3.04(c)(i) attributable to any Foreign Subsidiary is subject to permissibility under local law (e.g., financial assistance, thin capitalization, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of the relevant Subsidiaries). Further, there will be no requirement to make any prepayment to the extent that the Parent Borrower or any of its Restricted Subsidiaries would suffer material adverse tax consequences as a result of upstreaming or repatriating cash to make such prepayment (including the imposition of withholding taxes); provided that, a material adverse tax consequence shall only arise to the extent that a prepayment would materially increase the amount of tax that the Parent Borrower or any of its Restricted Subsidiaries would otherwise be required to pay if such prepayment were not made, taking into account the availability of any items of deduction or credit (but excluding any net operating losses) of the Parent Borrower and its Restricted Subsidiaries to offset the amount of income required to be included or the amount of tax required to be paid by the Parent Borrower or any of its Restricted Subsidiaries. This non-application of amount as a result of the foregoing provisions will not constitute an Event of Default and such amounts shall be available for general corporate purposes of the applicable Foreign Subsidiary. The Parent Borrower and each Foreign Subsidiary will undertake to use its reasonable best efforts to overcome or eliminate any such restrictions and/or minimize any such costs of prepayment (subject to the considerations above) to make the relevant prepayment (all as determined in accordance with the Parent Borrower's reasonable business judgment). Notwithstanding the foregoing, any prepayments required after application of the above provision shall be net of any costs, expenses or taxes incurred by the Parent Borrower (or its direct or indirect members) or any of its Restricted Subsidiaries and arising as a result of compliance with the preceding sentence, and the Parent Borrower and its Restricted Subsidiaries shall be permitted to make, directly or indirectly, a dividend or distribution to its affiliates in an amount sufficient to cover such tax liability, costs or expenses.

(d) Unpermitted Debt Mandatory Prepayment(e) . If following the Effective Date, the Parent Borrower or any Restricted Subsidiary incurs or issues any Debt or Disqualified Stock not expressly permitted to be incurred or issued pursuant to Section 9.02, the Parent Borrower shall cause to be prepaid an aggregate principal amount of Loans equal to 100% of all Net Proceeds received therefrom on or prior to the date which is two Business Days after the receipt of such Net Proceeds.

Section 3.05 Fees.

(a) Administrative Agent Fees. The Borrowers agree to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent in the applicable Fee Letter.

(b) Other Fees. The Borrowers agree to pay to the Lenders as of the Effective Date, fees payable in the amounts and at the times separately agreed upon between the Borrowers and such Lenders in the applicable Fee Letter.

**ARTICLE IV**
**Payments; Pro Rata Treatment; SharingSet-offs**

Section 4.01 Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrowers. The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest, fees or reimbursement of amounts payable under Section 5.01, Section 5.02, Section 5.03 or otherwise) prior to 12:00 p.m., Eastern time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except that payments pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate Recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in U.S. dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder (plus any fees and expenses owed to the Administrative Agent), pro rata among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations (other than pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03) greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (i) notify the Administrative Agent of such fact, and (ii) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided,* that:

(A) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and

(B) the provisions of this Section 4.01(c) shall not be construed to apply to (1) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or (2) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Parent Borrower or any of its Subsidiaries (except if such assignment is pursuant to Section 12.04(g), as to which the provisions of this Section 4.01(c) shall not apply). The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

Section 4.02 Presumption of Payment by the Borrowers. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may (but shall have no obligation to), in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 4.02 then the Administrative Agent may (notwithstanding any contrary provision hereof) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 10.02(c).

## ARTICLE V
## Increased Costs; Break Funding Payments; Taxes; Illegality

Section 5.01 Increased Costs.

(a) Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient in accordance with Section 5.01(c), the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time upon request of such Lender in accordance with Section 5.01(c), the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 5.01(a) or (b) together with reasonable supporting documentation shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lenders to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's right to demand such compensation; *provided*, that the Borrowers shall not be required to compensate a Lender pursuant to this Section 5.01 for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided, further,* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 5.02 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan into an ABR Loan other than on the last day of the Interest Period applicable thereto, or (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrowers shall compensate each Lender requesting a reimbursement for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market.

A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.02 shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

Section 5.03 Taxes.

(a) For purposes of this Section 5.03, the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. The Borrowers shall cause any and all payments by or on account of any obligation of any Loan Party under any Loan Document to be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes. Without duplication of Section 5.03(b) (Payments Free of Taxes), the Borrowers shall, and shall cause the other Loan Parties to, pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. Without duplication of any obligation under Section 5.03(b) (Payments Free of Taxes) and Section 5.03(c) (Payment of Other Taxes), the Borrowers shall, and shall cause the other Loan Parties to, jointly and severally indemnify each Recipient, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability under this Section 5.03 shall be delivered to the Borrowers by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, and shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 5.03, such Loan Party shall (or the Borrowers shall cause such Loan Party to) deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing any payment of Indemnified Taxes by such Loan Party to a Governmental Authority, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the

Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.03(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrowers within the meaning of Section 881(c) (3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each

beneficial owner, as applicable; *provided*, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner.

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrowers (and the Administrative Agent, if delivered by a Lender) at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(iii) The Administrative Agent (and any assignee or successor) will deliver, to the Borrowers, on or prior to the Effective Date (or, assignment or succession, if applicable), either (i) (A) two (2) executed copies of IRS Form W-8ECI or any successor thereto with respect to any amounts payable to the Administrative Agent for its own account and (B) two (2) duly completed copies of IRS Form W-8IMY (certifying that it is either a "qualified intermediary" or a "U.S. branch"), accompanied by IRS Form W-8 ECI, W-8BEN (or Form W-8BEN-E if applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents for the amounts the Administrative Agent receives for the account of others, or (ii) two (2) executed copies of IRS Form W-9 or any successor thereto, whichever is applicable, and in each case of (i) and (ii), with the effect that the Borrowers can make payments to the Administrative Agent without deduction or withholding of any taxes imposed by the United States.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification (or a successor form thereto) upon the reasonable request of the Borrowers.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.03 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 5.04 Mitigation Obligations. If any Lender requests compensation under Section 5.01, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.03, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

Section 5.05 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its applicable lending office to honor its obligation to make or maintain Eurodollar Loans either generally or having a particular Interest Period hereunder, then (a) such Lender shall promptly notify the Borrowers and the Administrative Agent thereof and such Lender's obligation to make such Eurodollar Loans shall be suspended (the "Affected Loans") until such time as such Lender may again make and maintain such Eurodollar Loans and (b) all Affected Loans which would otherwise be made by such Lender shall be made instead as ABR Loans (and, if such Lender so requests by notice to the Borrowers and the Administrative Agent, all Affected Loans of such Lender then outstanding shall be automatically converted into ABR Loans on the date specified by such Lender in such notice) and, to the extent that Affected Loans are so made as (or converted into) ABR Loans, all payments of principal which would otherwise be applied to such Lender's Affected Loans shall be applied instead to its ABR Loans.

**ARTICLE VI**
**Conditions Precedent**

Section 6.01 Effective Date. The obligations of the Lenders to make (or to be deemed to have made) Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) The Administrative Agent and the Lenders shall have received all closing and agency fees and all other fees (including, without limitation the fees set forth in Article II.A. of the Plan of Reorganization), charges and expenses and all other amounts due and payable on or prior to the Effective Date (including, to the extent invoiced two (2) Business Days prior to the Effective Date, legal fees and expenses), and including any such amounts set forth in the Plan of Reorganization.

(b) The Administrative Agent and Lenders shall have received a certificate of the secretary, assistant secretary or a responsible officer with similar responsibilities of the Borrowers and each Loan Party, or in the event that such Loan Party is a limited partnership, of such person's general partner, setting forth: (i) the officers of such Loan Party (y) who are authorized to sign the Loan Documents to which such Loan Party is a party and (z) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby; (ii) specimen signatures of such authorized officers and (iii) the Organizational Documents of such Loan Parties, certified as being true and complete. The Administrative Agent may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Parent Borrower to the contrary.

(c) Except as set forth onSchedule 8.17, the Administrative Agent and Lenders shall have received certificates for each Loan Party from the appropriate agencies with respect to the existence, qualification and good standing of the Borrowers and each Loan Party from their jurisdiction of organization.

(d) The Administrative Agent and Lenders shall have received a closing certificate which shall be substantially in the form ofExhibit D to this Agreement, duly and properly executed by a Responsible Officer and dated as of the Effective Date.

(e) The Administrative Agent shall have received a solvency certificate in substantially the form ofExhibit I from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Parent Borrower dated as of the Effective Date and certifying as to the matters set forth therein.

(f) The Administrative Agent and Lenders shall have received duly executed and delivered counterparts (in such numbers as may be reasonably requested by the Administrative Agent) of (i) this Agreement, signed on behalf of each party hereto and (ii) each Guaranty Agreement, signed on behalf of each party thereto.

(g) The Administrative Agent and Lenders shall have received duly executed and delivered copies of the Effective Date Junior Lien Intercreditor Agreement.

(h) The Administrative Agent shall have received a Borrowing Request in accordance with Section 2.02.

(i) The Administrative Agent and the Lenders shall have received copies of duly executed Notes payable to each Lender that at least three (3) days prior to the Effective Date has requested a Note in a principal amount equal to its respective Commitment.

(j) The Administrative Agent and the Lenders shall have received from each party thereto duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of the Security Instruments, other than Security Instruments listed on Schedule 8.17. In connection with the execution and delivery of the Security Instruments (other than the Security Instruments listed on Schedule 8.17 and the Maritime Mortgages on Vessels listed on Schedule 8.14-1 which are documented under the U.S. flag or registered under the Vanuatu flag, Mexico flag or Brazil flag), the Administrative Agent shall have received recent Lien searches or other evidence reasonably acceptable to the Administrative Agent that such Security Instruments create perfected Liens, subject only to Permitted Liens. In connection with the execution and delivery of the Maritime Mortgages on Vessels listed on Schedule 8.14-1 which are documented under the U.S. flag or registered under the Vanuatu flag, the Required Lenders shall have received confirmation from counsel to the Borrowers that the Maritime Mortgages on such Vessels have been duly filed for recordation with the U.S. Coast Guard's National Vessel Documentation Center or the Office of the Deputy Commissioner of Maritime Affairs of the Republic of Vanuatu at the Port of New York, New York, as applicable, and that upon recordation such Maritime Mortgages will create perfected preferred mortgages on such Vessels in accordance with applicable laws, subject to Permitted Maritime Liens.

(k) Except as set forth on Schedule 8.17, each document (including any UCC (or similar) financing statement) required by any Security Instrument or under applicable law to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral, shall be in proper form for filing, registration or recordation.

(l) The Administrative Agent and Lenders shall have received (i) an opinion of Kirkland & Ellis LLP, special counsel to the Borrowers and the other Loan Parties, (ii) an opinion of Kincaid Mendes Vianna Advogados, special Brazilian counsel to the Borrowers and the other Loan Parties, (iii) an opinion of Garza Tello & Asociados, special Mexican counsel to the Borrowers and the other Loan Parties, (iv) an opinion of Jones Walker LLP, special U.S. and Vanuatu maritime counsel to the Borrowers and the other Loan Parties and (v) an opinion of local counsel to the Borrower regarding the due authorization, execution and enforceability of each Real Property Interests Mortgage, each in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders *provided*, that to the extent any such opinions relate to Security Instruments that are listed on Schedule 8.17 or are otherwise set forth on Schedule 8.17, such opinions shall be provided concurrently with the delivery of such Security Instruments or as contemplated by Schedule 8.17.

(m) The Administrative Agent and the Lenders shall have received one or more certificates of insurance coverage of the Parent Borrower evidencing that the Parent Borrower and the subsidiaries are carrying insurance in accordance with Section 8.08 of this Agreement.

(n) The Administrative Agent and the Lenders shall have received (i) appropriate Abstracts of Title for the Vessels documented under the U.S. flag from the National Vessel Documentation Center of the U.S. Coast Guard and (ii) Certificates of Ownership and Encumbrance for the Vessels registered under the Vanuatu flag, in each case, reflecting no Liens of record encumbering such Vessel Collateral under U.S. law or Vanuatu law, as the case may be, other than those Liens being released on or prior to the Effective Date or Liens permitted by Section 9.03.

(o) Except as set forth on Schedule 8.17, the Administrative Agent and the Lenders shall have received Lien search results that they have reasonably requested, including, without limitation, UCC search results, other than those Liens being released on or prior to the Effective Date or Liens permitted by Section 9.03.

(p) Except as set forth on Schedule 8.17, the Real Property Interests Collateral Requirements shall have been satisfied.

(q) Except as set forth on Schedule 8.17, the Vessel Collateral Requirements shall have been satisfied.

(r) The Bankruptcy Court shall have entered a final order confirming the Plan of Reorganization and authorizing and approving this Agreement and the other Loan Documents, which final order shall be non-appealable and shall not have been vacated, stayed, reversed, modified or amended in any respect without prior written consent of the Required Lenders, and the Loan Parties and their Subsidiaries shall be in compliance with such final order.

(s) All conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied or waived in accordance with the terms thereof and the Plan Effective Date shall have occurred.

(t) The Administrative Agent and Lenders shall have received evidence that the DIP Credit Agreement concurrently with the Effective Date is being terminated and, except as set forth on Schedule 8.17, all liens securing obligations under the DIP Credit Agreement concurrently with the Effective Date are being released.

(u) The Administrative Agent and Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act, and, if the Borrowers qualify as "legal entity customers" under 31 C.F.R. § 1010.230, a beneficial ownership certification in respect of the Borrowers that has been requested by the Administrative Agent in writing at least three (3) Business Days prior to the Effective Date.

(v) The representations and warranties of the Borrowers and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); *provided*, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

(w) No Default or Event of Default shall have occurred and be continuing or would result from the Loans made (or deemed made) on the Effective Date.

## ARTICLE VII
## Representations and Warranties

Each Borrower represents and warrants to the Administrative Agent and each Lender that:

Section 7.01 Organization; Powers. Each Loan Party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its Property and to carry on its business as now conducted, and (b) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within each Borrower's and each Guarantor's limited liability company, corporate or partnership powers and have been duly authorized by all necessary limited liability company or corporate and, if required, member, or shareholder action. Each Loan Document to which such Borrower or a Guarantor is a party has been duly executed and delivered by such Borrower or such Guarantor and constitutes a legal, valid and binding obligation of such Borrower and such Guarantor, as applicable, enforceable in accordance with its terms, subject to applicable Bankruptcy Law, laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required thereby or by this Agreement, (b) will not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents).

Section 7.04 No Material Adverse Change; Etc..

(a) Since May 19, 2020, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect (other than, in the case of clause (a) of the definition of Material Adverse Effect, by virtue of the commencement of the Cases and the events and circumstances giving rise thereto).

(b) As of the Effective Date, none of the Parent Borrower or any of its Restricted Subsidiaries has any material Funded Debt or any contingent liabilities, off-balance sheet liabilities or partnerships, liabilities for taxes, unusual forward orlong-term commitments or unrealized or anticipated losses from any unfavorable commitments, except for those arising with respect to the Transactions and those arising under this Agreement and the Exit Second Lien Credit Agreement.

Section 7.05 Litigation.

(a) Except as set forth onSchedule 7.05, except with respect to the Cases, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Borrower, threatened against or affecting the Parent Borrower or any of its Restricted Subsidiaries or any of their Properties (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have a Material Adverse Effect, (ii) that involve any Loan Document or the Transactions or (iii) that otherwise constitutes a significant action, suit, investigation or proceeding, pending or, to the knowledge of the Parent Borrower, threatened.

Section 7.06 Environmental Matters. Except as could not be reasonably expected to have a Material Adverse Effect (or with respect to (c), (d) and (e) below, where the failure to take such actions could not be reasonably expected to have a Material Adverse Effect):

(a) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor any operations conducted by the Parent Borrower or any of its Restricted Subsidiaries is currently in violation of or has in the past five (5) years violated any Environmental Laws.

(b) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor the operations conducted or conditions existing thereon or, to the knowledge of the Parent Borrower, any prior owner or operator of such Property or operation or conditions, are subject to any existing, pending or, to the knowledge of the Parent Borrower, threatened action, suit, investigation, inquiry or proceeding by or before any court or Governmental Authority relating to any remedial obligations or other liabilities under Environmental Laws.

(c) All notices, permits, licenses, exemptions, approvals or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of any and all Property of the Parent Borrower and each of its Restricted Subsidiaries, including, without limitation, past or present treatment, storage, disposal or release of a Hazardous Material into the environment, have been duly obtained or filed, and the Parent Borrower and each of its Restricted Subsidiaries are in compliance with the terms and conditions of all such notices, permits, licenses and similar authorizations.

(d) All Hazardous Material, if any, generated or otherwise handled by the Parent Borrower or any of its Restricted Subsidiaries or by any other Person at any and all Property of the Parent Borrower or any of its Restricted Subsidiaries, has been transported, treated and disposed of in accordance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment or give rise to liability under Environmental Law, and, to the knowledge of the Parent Borrower, all such transport carriers and treatment and disposal facilities have been and are operating in compliance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment, and are not the subject of any existing, pending or threatened action, investigation or inquiry by any Governmental Authority pursuant to any Environmental Laws.

(e) The Parent Borrower has no knowledge that any Hazardous Materials are now located on or in the Vessels or the Real Property Interests, or that any other Person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, the Vessels or any part thereof or the Real Property Interests, except for such Hazardous Materials that may have been placed, held, or located on the Vessels or the Real Property Interests in accordance with and otherwise not in violation of or in a manner reasonably likely to give rise to liability under Environmental Laws.

(f) To the extent applicable under OPA, all Property of the Parent Borrower and each of its Restricted Subsidiaries currently satisfies all requirements imposed by OPA and, except as set forth on Schedule 7.06(f), the Parent Borrower does not have any reason to believe that such Property, to the extent subject to OPA, will not be able to maintain compliance with OPA requirements during the term of this Agreement.

(g) To the knowledge of the Parent Borrower, there has been no exposure of any Person or Property to any Hazardous Materials in connection with any Property or operation of the Parent Borrower or any Subsidiary that could reasonably be expected to form the basis of a claim for damages or compensation under Environmental Law.

Section 7.07 Compliance with the Laws and Agreements; No Defaults

(a) The Parent Borrower and each of its Restricted Subsidiaries is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations necessary for the ownership of its Property and the conduct of its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Parent Borrower nor any of its Restricted Subsidiaries is in default nor has any event or circumstance occurred which, but for the expiration of any applicable grace period or the giving of notice, or both, would constitute a default under, or would require the Parent Borrower or any of its Restricted Subsidiaries to Redeem or make any offer to Redeem under any indenture, note, credit agreement or instrument pursuant to which any Material Debt is outstanding or by which the Parent Borrower or any such Restricted Subsidiary or any of their Properties is bound.

(c) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. Neither the Parent Borrower nor any of its Restricted Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Anti-Terrorism Laws and Sanctions.

(a) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is in violation of any Anti-Terrorism Law or Sanctions or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or Sanctions.

(b) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party acting or benefiting in any capacity in connection with the Loans, the Transactions or the other transactions hereunder, is a Sanctioned Person.

(c) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Sanctioned Person.

(d) The Parent Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Parent Borrower and its Subsidiaries and their respective directors, officers, agents and employees with Sanctions and Anti-Terrorism Laws in all respects.

Section 7.10 Taxes. Each of the Parent Borrower and its Restricted Subsidiaries has timely filed (including any available extension) or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Parent Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate accruals in accordance with GAAP (to the extent such accrual may be set up under GAAP) or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The charges and accruals on the books of the Parent Borrower and its Restricted Subsidiaries in respect of Taxes and other governmental charges are, in the reasonable opinion of the Parent Borrower, adequate.

Section 7.11 ERISA.

(a) Except as would not result in a material liability to a Loan Party, the Loan Parties and each ERISA Affiliate have complied with ERISA and, where applicable, the Code regarding each Benefit Plan.

(b) Except as would not result in a material liability to a Loan Party, each Benefit Plan is, and has been, maintained in substantial compliance with ERISA and, where applicable, the Code.

(c) Except as would not result in a material liability to a Loan Party, no act, omission or transaction has occurred which could reasonably be expected to result in imposition on the a Loan Party or any ERISA Affiliate (whether directly or indirectly) of (i) either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed pursuant to Chapter 43 of Subtitle D of the Code or (ii) breach of fiduciary duty liability damages under Section 409 of ERISA, in each case for (i) or (ii) with respect to a Benefit Plan.

(d) (i) No material liability to the PBGC (other than for the payment of current premiums which are not past due) by a Loan Party or any ERISA Affiliate has been or is expected by the Parent Borrower, any such Restricted Subsidiary or any ERISA Affiliate to be incurred with respect to any Benefit Plan and (ii) except as would not result in a material liability to a Loan Party, no ERISA Event has occurred or is reasonably expected to occur.

(e) Except as would not result in a material liability to a Loan Party, full payment when due has been made of all material amounts which a Loan Party or any ERISA Affiliate is required under the terms of each Benefit Plan or applicable law to have been paid as contributions to such Benefit Plan, and no waived funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code), which could reasonably be expected to have a Material Adverse Effect, exists with respect to any Benefit Plan. Except as would not result in a Material Adverse Effect, the actuarial present value of the benefit liabilities under each Benefit Plan which is subject to Title IV of ERISA does not, as of the end of the Parent Borrower's most recently ended fiscal year, exceed the current value of the assets (computed on an ongoing basis in accordance with Title IV of ERISA) of such Benefit Plan allocable to such benefit liabilities.

(f) No Loan Party sponsors, maintains, or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, that provides medical or life insurance benefits to former employees of such entities other than as required by Section 4980B of the Code or any similar applicable law.

(g) No Loan Party or any ERISA Affiliate is required to contribute to, or has any other absolute or contingent liability in respect of, any Multiemployer Plan that, when taken together with all other such contribution obligations and liabilities, has resulted in, or could reasonably be expected to result in, a material liability to a Loan Party.

Section 7.12 Disclosure; No Material Misstatements. None of the written reports, financial statements, certificates or other written information (other than the Projections, as defined below, other forward-looking information and information of a general economic or industry specific nature) furnished or otherwise made available by or on behalf of the Borrowers or any Restricted Subsidiary of the Parent Borrower to the Administrative Agent, the Lenders or any of their respective Affiliates in connection with the negotiation or performance of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished or made available) when considered as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading as of the date such information is furnished or made available. All financial projections concerning the Parent Borrower and its Restricted Subsidiaries, that have been furnished or otherwise made available by or on behalf of the Parent Borrower to the Administrative Agent, the Lenders or any of their respective Affiliates in connection with the negotiation or performance of this Agreement or any other Loan Document (the "Projections") have been prepared in good faith based upon assumptions believed by the Parent Borrower to be reasonable at the time made available to such Persons, it being understood that actual results may vary materially from the Projections. For the avoidance of doubt, it is understood that the Administrative Agent shall have no duty to examine or investigate any written reports, financial statements, certificates or other written information delivered by the Parent Borrower pursuant to this Article VII.

Section 7.13 Insurance. The Parent Borrower has, and has caused its Restricted Subsidiaries to have, (a) all insurance policies sufficient for the compliance by each of them with all material Governmental Requirements, all material agreements and all other Loan Documents (including, but not limited to, the Maritime Mortgages) and (b) insurance coverage in at least such amounts and against such risks (including, without limitation, public liability) that are reasonably consistent with other companies in the industry performing the same or a similar business for the assets and operations of the Parent Borrower and its Restricted Subsidiaries. Within the time periods required herein (as may be extended by the Required Lenders in their reasonable discretion), the Administrative Agent or the Collateral Agent, as the case may be, have been named in a manner such that they are afforded the status of additional insureds in respect of such liability insurance policies (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's insurance brokers be the best otherwise attainable) and the Administrative Agent or the Collateral Agent, as the case may be, has been named as loss payee with respect to Vessel Collateral loss insurance (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's insurance brokers be the best otherwise attainable).

Section 7.14 Subsidiaries. As of the Effective Date, except as set forth onSchedule 7.14, the Parent Borrower has no Subsidiaries. The owner and percentage of ownership of each Subsidiary as of the Effective Date is set forth on such schedule. As of the Effective Date, (i) there are not Domestic Subsidiaries (excluding, for purposes of this sentence, the Co-Borrower) with aggregate assets in excess of $5,000,000 which have not entered into a Guaranty Agreement and (ii) there are not Foreign Subsidiaries with aggregate assets in excess of $20,000,000 which have not entered into a Guaranty Agreement.

Section 7.15 Location of Business and Offices. As of the Effective Date, the Parent Borrower's and each Subsidiary's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on Schedule 7.15.

Section 7.16 Properties; Titles, Etc.

(a) The relevant Loan Parties have good title to all of the Vessel Collateral, free and clear of all Liens except (i) Permitted Liens of the type permitted under clauses (a), (d), (k) and (l) of the definition thereof and (ii) Liens being released on the Effective Date. Set forth on Schedule 8.14-1 hereto is a complete and accurate list of all Vessels owned by any Loan Party or any Restricted Subsidiary thereof as of the Effective Date, including the name, record owner, official number, I.M.O. number (if any), jurisdiction of registration and flag of each such Vessel, and, except as set forth on Schedule 7.16, all Vessel Collateral is duly documented in the name of the applicable Loan Party as shipowner under the laws and flag of the United States and eligible and qualified to operate in the coastwise trade of the United States and each Non-U.S.-flagged Vessels is duly registered in the name of the applicable Loan Party as shipowner under the laws and flag of the applicable flag jurisdiction.

(b) Except as otherwise permitted under the Loan Documents including this Section 7.16(b), Section 8.17 and Schedule 8.17, all filings and other actions on behalf of the Parent Borrower or, as applicable, any Restricted Subsidiary of the Parent Borrower necessary or desirable to perfect and protect the security interest in the Vessel Collateral created under the Security Instruments have been duly made or taken (or arrangements reasonably satisfactory to the Required Lenders with respect thereto have been made, including in accordance with Section 8.17 and Schedule 8.17) and such security interests are in full force and effect (or, as contemplated in Section 8.17 and Schedule 8.17 will be in full force and effect), and the Security Instruments create (or, as contemplated in Section 8.17 and Schedule 8.17 will create) in favor of the Collateral Agent or trustee/mortgagee, as the case may be, for the benefit of the Secured Parties a valid and, together with such filings, recordations and other actions, when effected, a perfected first preferred or first priority security interest in the Vessel Collateral, securing the payment of the Indebtedness, subject only to Permitted Maritime Liens. To the extent that the Vessel Collateral is registered under the laws and flag of the United States, the Maritime Mortgages, executed and delivered, create in favor of the Collateral Agent, as trustee/mortgagee, a legal, valid, and enforceable first preferred mortgage lien over the whole of the Vessel Collateral therein named and when duly recorded shall constitute a perfected first "preferred mortgage" within the meaning of Section 31301(6)(B) of Title 46 of the United States Code, entitled to the benefits accorded a first preferred mortgage on a vessel registered under the laws and flag of the United States, subject only to Permitted Maritime Liens.

(c) Except as otherwise permitted under the Loan Documents including Section 8.17 and Schedule 8.17, all filings and other actions set forth in the definition of Real Property Interests Collateral Requirements on behalf of the Parent Borrower or, as applicable, any Restricted Subsidiary of the Parent Borrower to perfect and protect the security interest in the Material Real Property Interests created under the Security Instruments have been duly made or taken (or arrangements reasonably satisfactory to the Required Lenders with respect thereto have

been made, including in accordance with Section 8.17 and Schedule 8.17) and such security interests are in full force and effect (or, as contemplated in Section 8.17 and Schedule 8.17 will be in full force and effect), and the Security Instruments create (or, as contemplated in Section 8.17 and Schedule 8.17 will create) in favor of the Collateral Agent or mortgagee, as the case may be, for the benefit of the Secured Parties a valid and, together with such filings, recordations and other actions, when effected, perfected first priority security interest in the Material Real Property Interests securing the payment of the Indebtedness.

(d) All of the material Properties of the Parent Borrower and its Restricted Subsidiaries which are reasonably necessary for the operation of their businesses (other than Stacked Vessels) are in good working condition, ordinary wear and tear excepted, and are maintained in accordance with reasonable commercial business standards, except (i) as set forth in Schedule 7.16 or (ii) where the failure to be in such condition or maintain such Property could not reasonably be expected to have a Material Adverse Effect.

(e) The Parent Borrower and each of its Restricted Subsidiaries owns, or is licensed to use, all trademarks and tradenames (subject to the limitations set forth in the Third Amended and Restated Trade Name and Trademark License Agreement), copyrights, patents and other Intellectual Property material to its business, free and clear of all Liens (other than Permitted Liens), and the use thereof by the Parent Borrower and such Restricted Subsidiaries does not infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any other Person, except for any such infringement, misappropriation or other violation that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No claim has been threatened or pending (i) regarding any of the Intellectual Property owned by the Parent Borrower or any of its Restricted Subsidiaries or (ii) alleging that the Parent Borrower or any of its Restricted Subsidiaries is infringing upon, misappropriating or otherwise violating the Intellectual Property rights of any other Person, except for any such claim that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Parent Borrower and its Restricted Subsidiaries either own or have valid licenses or other rights to use all databases, and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in its line of business, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

(f) As of the Effective Date, Schedule 8.14-3 sets forth a true and complete list of all Material Real Property Interests owned in fee or held as valid leasehold interests held by the Loan Parties as of the Effective Date.

Section 7.17 Hedging Obligations. As of the Effective Date, Schedule 7.17 sets forth a true and complete list of all Hedging Obligations of the Parent Borrower and each of its Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark to market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.

Section 7.18 Limited Use of Proceeds. The Parent Borrower and each of its Restricted Subsidiaries is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of the Loans will be used for any purpose which violates the provisions of Regulations T, U or X of the Board.

Section 7.19 Solvency. Immediately after giving effect to the Transactions, (a) the aggregate assets (after giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement), at a fair valuation, of the Parent Borrower, the Co-Borrower and the Guarantors, taken as a whole, will exceed the aggregate Debt of the Parent Borrower, the Co-Borrower and the Guarantors on a consolidated basis, as the Debt becomes absolute and matures, (b) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have incurred or intended to incur, and will not believe that it will incur, Debt beyond its ability to pay such Debt (after taking into account the timing and amounts of cash to be received by each of the Parent Borrower, the Co-Borrower and the Guarantors and the amounts to be payable on or in respect of its liabilities, and giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement) as such Debt becomes absolute and matures and (c) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have (and will have no reason to believe that it will have thereafter) unreasonably small capital for the conduct of its business.

Section 7.20 Anti-Corruption Laws. No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA or any other applicable anti-corruption laws of any jurisdiction, domestic or foreign, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization or approval of the payment of any money, or other Property, gift, promise to give or authorization of the giving of anything of value, directly or indirectly, to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office in contravention of the FCPA or any other applicable anti-corruption laws. Each Loan Party and its Subsidiaries has conducted their businesses in compliance with applicable anti-corruption laws and the FCPA in all material respects and will maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein. No Borrowing, use of proceeds or other transaction contemplated by this Agreement will violate the FCPA or any other applicable anti-corruption laws or applicable Sanctions.

Section 7.21 EEA Financial Institution. No Loan Party, nor any of its Subsidiaries, is an EEA Financial Institution.

**ARTICLE VIII**
**Affirmative Covenants**

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 8.01 Financial Statements. The Parent Borrower will furnish or cause to be furnished to the Administrative Agent, for distribution to each Lender, each of the following:

(a) Annual Reports – As soon as available and in any event within ninety (90) days following the end of each fiscal year of the Parent Borrower (commencing with the fiscal year ending December 31, 2020), the audited consolidated balance sheet of the Parent Borrower as of the end of such year, the audited consolidated statement of operations of the Parent Borrower for such year, the audited consolidated statement of stockholders' equity of the Parent Borrower for such year and the audited consolidated statement of cash flows of the Parent Borrower for such year (along with data for each business segment for such periods), setting forth, commencing with the annual financial statements for the fiscal year ending December 31, 2021, in each case in comparative form the corresponding figures for the preceding fiscal year, accompanied by an audit opinion of Ernst & Young LLP or another independent certified public accountant acceptable to the Required Lenders, together with, a customary management's discussion and analysis of financial condition and the results of operations with respect to such fiscal year.

(b) Quarterly Reports – As soon as available and in any event within ninety (90) days following the end of the fiscal quarter ending September 30, 2020, and within sixty (60) days for the first three fiscal quarters of each fiscal year of the Parent Borrower thereafter, the consolidated balance sheet of the Parent Borrower as of the end of such quarter, the consolidated statements of operations of the Parent Borrower for such quarter and, commencing with the fiscal quarter ending June 30, 2021, for the period from the beginning of the fiscal year through such quarter, and the consolidated statements of cash flows of the Parent Borrower for such quarter and, commencing with the fiscal quarter ending June 30, 2021, for the period from the beginning of the fiscal year through such quarter (along with data for each business segment for such periods, if applicable), setting forth, commencing with the quarterly financial statements for the fiscal quarter ending September 30, 2021, in each case in comparative form the corresponding figures for the corresponding period of the preceding fiscal year (for the avoidance of doubt, the quarterly financial statements for the fiscal quarter ending September 30, 2021 shall include a comparison against the fiscal quarter ended September 30, 2020 only), certified by the chief financial officer of the Parent Borrower as presenting fairly in all material respects the financial condition, results of operations and changes in cash flows of the Parent Borrower in accordance with GAAP (subject only to normal year-end audit adjustments and the absence of footnotes), together with a customary management's discussion and analysis of financial condition and the results of operations with respect to such fiscal quarter and, in the case of the second and third fiscal quarters (commencing with the quarterly financial statements for the fiscal quarter ending June 30, 2021), the period from the beginning of such fiscal year to the end of such fiscal quarter.

(c) P.A. Subsidiaries – If any Subsidiary has been designated as a P.A. Subsidiary, concurrently with each delivery of financial statements under clause (a) or (b) above, financial statements (in substantially the same form as the financial statements delivered pursuant to clauses (a) and (b) above) prepared on the basis of consolidating the accounts of the Parent Borrower and its Subsidiaries and treating any P.A. Subsidiaries as if they were not consolidated with the Parent Borrower or accounted for on the basis of the equity method but rather accounted for as an investment and otherwise eliminating all accounts of P.A. Subsidiaries, together with an explanation of reconciliation adjustments in reasonable detail; provided that the financial statements pursuant to this clause (c) shall not be required to be delivered so long as the combined

aggregate amount of Total Assets as of the last day of any fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or 8.01(b) or combined aggregate amount of gross revenues (net of payroll, taxes, benefits and other deductions permitted under GAAP) for the Test Period most recently ended in each case of all P.A. Subsidiaries but excluding intercompany assets and revenues does not exceed 10% of the Total Assets of the Parent Borrower and its Subsidiaries (including P.A. Subsidiaries) or 10.0% of the combined aggregate amount of such gross revenues of the Parent Borrower and its Subsidiaries (including P.A. Subsidiaries), in each case, excluding intercompany assets and revenues for the Test Period most recently ended.

(d) Budget – Concurrently with the delivery of financial statements under Section 8.01(a) for each fiscal year (commencing with the annual financial statements for the fiscal year ending December 31, 2020), an annual budget of the Parent Borrower and its Restricted Subsidiaries for the fiscal year in which such budget is delivered in form customarily prepared by the Parent Borrower for its internal use.

(e) Appraisal Reports – Concurrently with the delivery of each certificate of compliance pursuant to Section 8.02(a), a reasonably detailed summary extract of the aggregate sum of the appraisal values of all of the Vessels owned by any Loan Party (excluding KEMOSABE and HOSLIFT), which report shall be provided by the Parent Borrower based on an extract of data derived from VesselsValue; provided that, (i) if VesselsValue ceases to exist, (ii) if access to such information originating from VesselsValue becomes (x) commercially unavailable or impractical to obtain or (y) otherwise materially more costly to obtain, then the Parent Borrower shall (or, with respect to clause (ii)(y), may) provide a substitute report based on information reasonably available to the Parent Borrower from another Specified Qualified Appraiser or another appraiser that is reasonably acceptable to the Required Lenders and which substitute report shall be reasonably detailed.

All financial information contained in the information referred to above (other than in clause (c) or (d) above) shall conform to GAAP applied on a consistent basis, except only for such changes in accounting principles or practice with which the independent certified public accountants concur. The information required to be delivered pursuant to Section 8.01(a) and Section 8.01(b) above shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall be available on the website of the SEC at www.sec.gov or on the Parent Borrower's website at www.hornbeckoffshore.com. Delivery of such reports, information and documents to the Administrative Agent is for informational purposes only and the Administrative Agent's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Parent Borrower's compliance with any of its covenants hereunder.

Section 8.02 Certificates of Compliance; Lender Calls; Etc.

(a) Concurrently with each delivery of annual financial statements pursuant to Section 8.01(a) and each delivery of quarterly financial statements pursuant to Section 8.01(b), the Parent Borrower will furnish to the Administrative Agent a certificate of a Responsible Officer (i) stating that there is no Default or Event of Default at such time and (ii) containing the calculations necessary for determining compliance with Section 9.05.

(b) Concurrently with each delivery of annual financial statements pursuant to Section 8.01(a), the Parent Borrower will furnish to the Administrative Agent a completed Supplemental Perfection Certificate, signed by a Responsible Officer of the Parent Borrower, (i) setting forth the information required pursuant to the Supplemental Perfection Certificate and indicating, in a manner reasonably satisfactory to the Administrative Agent, any changes in such information from the most recent Supplemental Perfection Certificate delivered pursuant to this Section 8.02(b) (or, prior to the first delivery of a Supplemental Perfection Certificate, from the Perfection Certificate delivered on the Effective Date under (and as defined in) the Guaranty and Collateral Agreement) or (ii) certifying that there has been no change in such information from the most recent Supplemental Perfection Certificate delivered pursuant to this Section 8.02(b) (or, prior to the first delivery of a Supplemental Perfection Certificate, from the Perfection Certificate delivered on the Effective Date).

(c) Following each delivery of financial statements pursuant to Section 8.01(a) or (b), the Parent Borrower shall host, at times mutually agreed by the Borrower and the Required Lenders, a conference call with the Administrative Agent and the Lenders solely for the purpose of discussing the status of the financial, collateral, and operational condition, businesses, liabilities, assets, and prospects of the Parent Borrower and its Restricted Subsidiaries and any strategic transaction efforts; it being understood and agreed that such conference calls may be a single conference call together with investors holding other Debt of the Parent Borrower and/or its Restricted Subsidiaries, so long as the Lenders are given an opportunity to ask questions on such conference call; provided that, following the occurrence and during the continuance of any Default or Event of Default, the Parent Borrower shall hold conferences calls more frequently at the request of the Required Lenders. Any information disclosed pursuant to such conference calls (even if disclosed verbally) shall be subject to the confidentiality restrictions contained herein.

Section 8.03 Taxes and Other Liens. The Parent Borrower, the Co-Borrower and the Guarantors will pay and discharge promptly when due all Taxes imposed upon the Parent Borrower, the Co-Borrower or any Guarantor or upon its income or upon any of its Property as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, might become a Lien (other than Permitted Liens) upon any or all of its Property; *provided,* that the Parent Borrower, the Co-Borrower and the Guarantors shall not be required to pay any such Tax if the amount, applicability or validity thereof shall concurrently be contested in good faith by appropriate proceedings diligently conducted and if the contesting party shall have set up accruals therefor adequate under GAAP.

Section 8.04 Existence; Compliance. Except as permitted by Section 9.04 and except to the extent any change therein is not otherwise prohibited hereunder, the Parent Borrower, the Co-Borrower and each Guarantor will maintain its limited liability company or corporate existence and rights. The Parent Borrower, the Co-Borrower and the Guarantors will observe and comply with all valid laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, franchises, permits, licenses, authorizations, directions and requirements of Governmental Authority, including Governmental Requirements and Environmental Laws, unless any such failure to observe and comply would not reasonably be expected to have a Material Adverse Effect. Each Loan Party that owns Vessel Collateral documented under the laws and flag of the United States, (i) shall remain a citizen of the United States within the meaning of 46 U.S.C. § 50501, eligible and qualified to own and operate vessels in the coastwise trade of the United

States, and (ii) shall operate, or shall cause to be operated, such Vessel Collateral in compliance with 46 U.S.C. Chapter 551 and in compliance in all material respects with all other applicable U.S. laws, and (iii) if applicable, shall operate, or shall cause to be operated, such Vessel Collateral in compliance in all material respects with the applicable cabotage laws and other laws of each other jurisdiction in which such Vessel Collateral trades. Each Loan Party that owns Vessel Collateral registered under the laws and flag of a flag jurisdiction other than the U.S. flag, (i) shall remain eligible to own and operate Vessels under the laws of such flag jurisdiction, and (ii) shall operate, or shall cause to be operated, such Vessel Collateral in compliance in all material respects with the applicable laws of such flag jurisdiction and the applicable cabotage laws and other laws of each jurisdiction in which such Vessel Collateral trades.

Section 8.05 Further Assurances. Subject to Section 8.17 and Schedule 8.17, the Parent Borrower, the Co-Borrower and the Guarantors will promptly upon the reasonable request of the Administrative Agent (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) take or cause to be taken any actions required to grant, attach or perfect, or maintain the priority of, those Liens on Collateral (except for the Excluded Assets as defined in the Guaranty and Collateral Agreement) securing the Indebtedness as required pursuant to Section 8.14, or cure or cause to be cured any defects in the creation, execution and delivery of such Liens. Subject to Section 8.17 and Schedule 8.17, the Parent Borrower, the Co-Borrower and the Guarantors will, at their expense, promptly upon the reasonable request of the Administrative Agent (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) execute and deliver, or cause to be executed and delivered, to the Administrative Agent and/or the Collateral Agent all such other and further documents, agreements and instruments (including without limitation, further security agreements, financing statements, continuation statements, and assignments of accounts and contract rights, except for Excluded Assets (as defined in the Guaranty and Collateral Agreement)) in compliance with or accomplishment of the covenants and agreements of the Parent Borrower, the Co-Borrower and the Guarantors in the Loan Documents or to further evidence and more fully describe the Vessel Collateral and/or Material Real Property Interests, including any renewals, additions, substitutions, replacements or accessions to the Vessel Collateral and/or Material Real Property Interests, or to correct any omissions in the Security Instruments, or more fully state the security obligations set out herein or in any of the Security Instruments, or to perfect, protect or preserve or maintain the priority of, any Liens created pursuant to any of the Security Instruments, or to make any recordings, to file any notices, or obtain any consents, or take any other actions required or as may be reasonably necessary or appropriate in connection with the transactions contemplated by this Agreement (*provided* that the Parent Borrower, the Co-Borrower and the Guarantors shall only be required to execute and deliver Real Property Interests Mortgages with respect to any Material Real Property Interests). It is understood that any requests made by the Administrative Agent and/or the Collateral Agent pursuant to this Section 8.05 may be made only following receipt by the Administrative Agent of written direction by the Required Lenders.

Section 8.06 Performance of Obligations. The Borrowers will repay the Loans in accordance with this Agreement. The Borrowers and the Guarantors will do and perform every act required of the Borrowers and the Guarantors, by the Loan Documents at the time or times and in the manner specified.

Section 8.07 Use of Proceeds. The Borrowers shall use the proceeds of the Loans only in compliance with Section 7.18. In addition, the Borrowers will not request any Borrowing and the Borrowers shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, any proceeds of any Borrowing directly and indirectly (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law, (b) for the purpose of funding, financing, facilitating or otherwise making available such proceeds to any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto or any of its Subsidiaries or Affiliates.

Section 8.08 Insurance.

(a) Each Loan Party that owns, manages, operates and/or charters any Vessel shall maintain with financially sound and reputable insurance companies not Affiliates of the Parent Borrower insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or a similar business of such types and in such amounts (after giving effect to any self-insurance compatible with the following standards) as are customarily carried under similar circumstances by such other Persons, and, with respect to the Vessel Collateral, as required to be maintained under the terms of the Maritime Mortgages, and the Loan Parties shall cause (within the time period required herein, as may be extended by the Required Lenders in their reasonable discretion): (i) the Collateral Agent to be named as loss payee, for the ratable benefit of the Secured Parties, as to the Vessel Collateral, including, as trustee/mortgagee, in accordance with the Maritime Mortgages and the Assignment of Insurances or the Mexican Non-Possessory Pledge Agreements, as applicable (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's brokers be the best otherwise attainable); (ii) the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under any marine and war-risk insurance policy and any protection and indemnity policy (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's brokers be the best otherwise attainable); (iii) to the extent applicable, each entry in a protection and indemnity club with respect to Vessel Collateral to note the interest of the Collateral Agent, as agent for the Secured Parties; (iv) the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under the comprehensive general liability insurance and (v) the Collateral Agent, as agent for the Secured Parties, to be named as an alternate employer, with a waiver of rights of subrogation, under the statutory workers' compensation insurance and longshoreman and harbor workers' act coverage policies. Each Loan Party that is an owner or bareboat charterer of any Vessel shall comply in all material respects with all insurance policies in respect of the Vessels and upon notice of non-compliance will take such steps necessary under the terms of such insurance to come into compliance. Each Loan Party that owns Vessel Collateral, bareboat charters Vessel Collateral and places the insurances thereon, or bareboat charters in any Vessel shall assign to the Collateral Agent, including as trustee/mortgagee, for the benefit of the Secured Parties, pursuant to either an Assignment of Insurances or a Mexican Non-Possessory Pledge Agreement, as applicable, all of such Loan Party's right, title, and interest in and to each policy and contract of insurance, and under all entries in any protection and indemnity or war risks association or club, relating to the Vessel Collateral that it owns or bareboat

charters Vessel Collateral and places the insurances thereon, or the Vessels it bareboat charters in. The Loan Parties agree that mortgagee's interest insurance and mortgagee's interest additional perils (pollution) insurance risks covering the Vessel Collateral may be placed directly by the Collateral Agent, including as trustee/mortgagee, for the benefit of the Secured Parties, at the cost of the Loan Parties, who will reimburse the Collateral Agent for the cost thereof; *provided*, *however*, that the Collateral Agent shall only have the right to place such insurance if the Loan Parties fail to do so within forty-five (45) days following the Effective Date. Upon the reasonable request of the Administrative Agent, the Loan Parties agree (A) to provide, or cause to be provided, to the Administrative Agent originals or certified copies of the policies of insurance or certificates with respect thereto required under this Section 8.08(a) and (B) to provide, or cause to be provided, to the Administrative Agent reports on each existing policy of insurance with respect to the Vessel Collateral and Vessels bareboat chartered in and any other Property showing such information as the Administrative Agent may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the Vessel Collateral and Vessels bareboat chartered in and other Property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In connection with the annual renewal of insurances policies or contracts and entries in any protection and indemnity or war risks association or club, and in connection with any reflagging of any Vessel Collateral, the Loan Parties agree to provide, or cause to be provided, to the Administrative Agent, the documents required under clauses (c)(iii), (c)(iv), (c)(v) and (c)(vi) as applicable, of the definition of "Vessel Collateral Requirements".

(b) The Real Property Interests shall be insured against loss or damage and the Loan Parties shall cause (within forty-five (45) days following the Effective Date) the Collateral Agent to be named as loss payee, for the ratable benefit of the Secured Parties, as to the Real Property Interests, including, as trustee/mortgagee, and the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under comprehensive general liability insurance, statutory workers' compensation insurance and longshoreman and harbor workers' act coverage policies.

(c) The Borrowers and the Guarantors agree to notify the Administrative Agent in writing within fifteen (15) days of any Event of Loss involving Vessel Collateral, whether or not such Event of Loss is covered by insurance. The Borrowers further agree to promptly notify their insurance company and to submit an appropriate claim and proof of claim to the insurance company in respect of any Event of Loss. As to the Vessel Collateral, the Borrowers and the Guarantors hereby irrevocably appoint the Collateral Agent as their agent and attorney-in-fact, each such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance (regardless of whether a settlement or adjustment of a claim is an Event of Default) and to endorse the name of the Borrowers and the Guarantors on any check or other item of payment for the proceeds thereof; *provided, however,* that the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided in this Section 8.08(c) unless one or more Events of Default exist under this Agreement.

Section 8.09 Accounts and Records. The Borrowers and the Guarantors will keep books of record and accounts in which true and correct entries will be made as to all material matters of all dealings or transactions in relation to the respective business and activities, sufficient to permit reporting in accordance with GAAP, consistently applied.

Section 8.10 Right of Inspection. The Borrowers and the Guarantors will permit any officer, employee or agent of the Collateral Agent (acting upon written direction from the Required Lenders) or any Lender to visit and inspect the books of record and accounts, the Real Property Interests and the Vessel Collateral subject to (i) applicable safety rules and procedures, and (ii) with respect to Real Property Interests, rights of landlords, tenants and other third parties pursuant to written agreements, at such reasonable times and on reasonable notice and without hindrance or delay and as often as the Administrative Agent (acting upon the written direction from the Required Lenders) may reasonably desire. Notwithstanding the foregoing, except following an Event of Default that has occurred and is continuing, the Collateral Agent (acting upon written direction from the Required Lenders) shall not visit or inspect the Real Property Interests and the Vessel Collateral more frequently than twice a year, individually or as a group, and then at their own expense, except that the Borrowers will be responsible for such expense following the occurrence and during the continuance of an Event of Default; *provided,* that any such visits or inspections shall occur when the applicable Vessel is shoreside at a location involved in the ordinary course of providing its services under its then applicable charter or other vessel service contract.

Section 8.11 Maintenance of Properties.

(a) The Borrowers and the Guarantors shall maintain and preserve all of their respective Properties (and any Property leased by or consigned to any of them or held under title retention or conditional sales contracts) other than Vessels (which for the avoidance of doubt are covered by the next sentence) that are used or useful in the conduct of their respective business in the ordinary course in good working order and condition at all times, ordinary wear and tear excepted, all in accordance with standards maintained by other Persons engaged in the same or similar business types, and make all repairs, replacements, additions, betterments and improvements to such Properties (other than Vessels) to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect. Except during any period that a Vessel is undergoing repairs or maintenance or is a Stacked Vessel, the Borrowers and the Guarantors shall: (i) at all times maintain and preserve, or cause to be maintained and preserved, each Vessel in good running order and repair, so that such Vessel shall be, insofar as due diligence can make it so, tight, staunch, and sufficiently tackled, equipped and seaworthy and in good condition, ordinary wear and tear excepted, and fit for its intended service, and make all needful and proper repairs, renewals, betterments and improvements necessary to keep such Vessel well maintained and in seaworthy condition, to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (ii) at all times maintain each Vessel in class with the American Bureau of Shipping or another classification society that is a member of the International Association of Classification Societies and promptly take steps to remove or remedy or satisfy any exception, condition or recommendation of the Vessel's classification society affecting class, to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (iii) have on board each Vessel, when required by applicable Governmental Requirements, valid certificates required thereby to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (iv) furnish annually to the Collateral Agent a copy of any certificate of class that has been updated for any Vessel since the Effective Date; and (v) furnish annually upon request by the Collateral Agent, a confirmation of class certificate from the American Bureau of Shipping or another classification society that is a member of the International Association of Classification Societies showing that such classification has been maintained.

(b) (i) Each Loan Party that owns or operates, or will own or operate, Vessel Collateral will not transfer the ownership or change the flag or documentation or registration of such Vessel Collateral without: (x) except for any Approved Vessel Reflagging Transaction, the prior written consent of the Required Lenders requested no fewer than ten (10) Business Days (or such shorter period as the Required Lenders shall agree in their sole discretion) before the requested date of such transfer or change; and (y) with respect to any Approved Vessel Reflagging Transaction or to the extent otherwise so approved by the Required Lenders, (A) promptly in the case of transferring ownership of Vessel Collateral to a Foreign Subsidiary organized under the laws of, and/or changing the flag or registration of Vessel Collateral to, Liberia, the Marshall Islands, Panama or Vanuatu, and (B) within sixty (60) days (or such longer period as the Required Lenders shall agree in their reasonable discretion) in the case of transferring ownership of Vessel Collateral to a Foreign Subsidiary organized under the laws of, and/or changing the flag or registration of Vessel Collateral to, any other foreign jurisdiction, satisfying all applicable Vessel Collateral Requirements for such Vessel Collateral and executing and delivering (or causing to be executed and delivered) all such additional documents, agreements or other instruments and/or taking (or causing to be taken) all such actions (including the making of any recordings or filings) as are deemed necessary or desirable by the Collateral Agent to perfect, protect and preserve the security interest in favor of the Collateral Agent or trustee/mortgagee (acting on behalf of the Collateral Agent), as the case may be, for the benefit of the Secured Parties in such Vessel Collateral granted pursuant to the applicable Maritime Mortgage (or, if a Maritime Mortgage may not be granted, to provide an alternative security interest or other collateral reasonably acceptable to the Collateral Agent and the Required Lenders (in or with respect to such Vessel Collateral under the laws of the applicable foreign-flag jurisdiction in which such Vessel Collateral is being registered)); it being understood and agreed that, without limiting the foregoing, in order for such alternative security interest to be reasonably acceptable to the Collateral Agent and the Required Lenders, the Collateral Agent and the Lenders shall have received an opinion of counsel in the appropriate jurisdiction in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders (as to the creation, validity and perfection of such alternative security interest).

(ii) Notwithstanding anything in the Loan Documents to the contrary, in the event of a change of the ownership of and/or the flag or documentation or registration of Vessel Collateral permitted under this Section 8.11(b)), the Investment made in connection with such a transaction may be structured as a Foreign Vessel Reflagging Transaction. A "Foreign Vessel Reflagging Transaction" is defined as one or more Investments by the Parent Borrower or a Restricted Subsidiary of cash in one or more Subsidiaries, the proceeds of which will be used by a Restricted Subsidiary to purchase Vessel Collateral from a Loan Party, the net effect of which is that (x) the Vessel Collateral subject to such Foreign Vessel Reflagging Transaction shall continue to be Vessel Collateral (and the requirements under Section 8.11(b)(i) shall apply to such Vessel Collateral and Foreign Vessel Reflagging Transaction) and (y) such cash is substantially contemporaneously returned to the Parent Borrower or the Restricted Subsidiary making the initial Investment, in each case, in order to facilitate a change to the flag or documentation or registration of any Vessel Collateral (so long as such Investments constitute Permitted Investments or Investments not restricted by Section 9.01). After giving full effect to any Foreign Vessel

Reflagging Transaction where the cash-transfer transaction steps occur substantially simultaneously, a receipt by any Subsidiary of such cash and the existence of any intercompany loan receivable created by the further loaning of such funds by such Subsidiary to another Subsidiary shall not in itself trigger a requirement to provide additional Collateral or to enter into any additional Loan Documents.

Section 8.12 Notice of Certain Events; Other Information. (a) The Parent Borrower shall promptly notify the Administrative Agent in writing:

(i) if the Parent Borrower learns of the occurrence of:

(A) any event which constitutes a Default, together with a detailed statement by a Responsible Officer of the Parent Borrower as to the nature of the Default and the steps being taken to cure the effect of such Default;

(B) any action, suit, investigation, litigation or proceeding by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Borrower, threatened against or affecting the Parent Borrower or any of its Restricted Subsidiaries or any of their Properties (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have a Material Adverse Effect or (ii) that involves any Loan Document or the Transactions; or

(C) any development that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect;

(ii) upon the formation or acquisition of any Subsidiary that is a P.A. Subsidiary or Specified Newbuild Subsidiary; or

(iii) upon the occurrence of any Approved Vessel Reflagging Transaction (specifying the Vessels subject to such transaction and the resulting flag of such Vessels).

(b) The Parent Borrower shall promptly notify the Administrative Agent in writing of any change in organizational jurisdiction, location of the principal place of business or the office where records concerning accounts and contract rights are kept, or any change in the federal taxpayer identification number or organizational identification number of the Parent Borrower or any other Loan Party.

(c) Other Information – Promptly upon the request of the Administrative Agent or any Lender, the Parent Borrower shall deliver to such Person such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Subsidiary or the Collateral (including information concerning construction of new Vessels), or compliance with the terms of the Loan Documents, as such Person may from time to time reasonably request. Upon the request of any Lender or the Administrative Agent on behalf of any Lenders or Lenders, the Parent Borrower shall provide such Persons with the definitive documentation of any Material Debt consisting of debt for borrowed money or debt evidenced by bonds, debentures, notes, term loans or similar instruments, including any side letters or fee letters related thereto (provided that the amount of fees payable under such financings may be redacted in a customary manner).

Section 8.13 ERISA Information and Compliance. The Parent Borrower will furnish to the Administrative Agent (i) as soon as is administratively practicable following a request from the Required Lenders copies of each annual or other report filed with the United States Secretary of Labor or the PBGC with respect to any Benefit Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries, or any ERISA Affiliate and (ii) as soon as is administratively practicable upon becoming aware of the occurrence of any (A) ERISA Event or (B) "prohibited transaction," as such term is defined in Section 4975 of the Code, in connection with any Benefit Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries or any ERISA Affiliate that could reasonably be expected to have a Material Adverse Effect, a written notice signed by a Responsible Officer of the Parent Borrower specifying the nature thereof, what action the Parent Borrower is taking or proposes to take with respect thereto, and, when known, any action taken by the Internal Revenue Service with respect thereto. Except as would not result in a material liability to a Loan Party, the Parent Borrower will comply with all of the applicable funding and other requirements of ERISA as such requirements relate to the Benefit Plans of the Loan Party.

Section 8.14 Security and Guarantees.

(a) The Indebtedness shall be secured by (x) the Vessels listed on Schedule 8.14-1 (other than any such Vessel that constitutes an Excluded Vessel in accordance with the definition thereof), (y) any Vessel described in Section 8.14(c) acquired after the Effective Date, (z) the Material Real Property Interests listed on Schedule 8.14-3, (aa) any Material Real Property Interests acquired after the Effective Date and (bb) any other Property and rights of the Loan Parties described in the Guaranty and Collateral Agreement or in any other Security Instrument and excepting, as provided in the Guaranty and Collateral Agreement, Excluded Assets (or the equivalent term under any other Security Instrument), unless such Collateral has been released in accordance with Section 11.11 in connection with transactions permitted under the Loan Documents.

(b) In the case of Domestic Subsidiaries, not later than thirty (30) days (or, in the case of any Specified Newbuild Debt Subsidiary that ceases to be a Specified Newbuild Debt Subsidiary pursuant to the definition thereof, not later than ten (10) days), and in the case of Foreign Subsidiaries, not later than sixty (60) days (or such longer period as the Required Lenders shall agree in their reasonable discretion, in each case) following the occurrence of any event or transaction (including, without limitation, the formation or acquisition of any Restricted Subsidiary of the Parent Borrower, the making of any Permitted Investment or Restricted Investment or the consummation of any Asset Sale) which results in Parent Borrower having (x) Domestic Subsidiaries (other than the Co-Borrower, the then existing Guarantors that are Domestic Subsidiaries, any P.A. Subsidiaries, or any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) with assets of $5,000,000 or more in the aggregate or (y) Foreign Subsidiaries (other than the then existing Guarantors that are Foreign Subsidiaries and P.A. Subsidiaries) with assets of $20,000,000 or more in the aggregate, then such Restricted Subsidiary or Restricted Subsidiaries (other than Excluded Subsidiaries, P.A. Subsidiaries, Restricted Specified Newbuild Subsidiaries or Specified Newbuild Subsidiaries) as are reasonably satisfactory to the Required Lenders (such that, as applicable, (x) such Restricted Subsidiaries (other than the Co-Borrower and P.A. Subsidiaries, any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) that are Domestic Subsidiaries not guarantying the

Indebtedness have assets of less than $5,000,000 in the aggregate or (y) such Restricted Subsidiaries (other than P.A. Subsidiaries, any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) that are Foreign Subsidiaries not guarantying the Indebtedness have assets of less than $20,000,000 in the aggregate) shall (x) guaranty the payment and performance of the Indebtedness by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement but in form and substance reasonably satisfactory to the Agents and the Required Lenders; provided that, in the case of a Foreign Subsidiary, the Required Lenders may, in their reasonable discretion, require such Foreign Subsidiary to enter into a Foreign Law Guaranty Agreement and (y) secure such guaranty by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, (A) a joinder to the Guaranty and Collateral Agreement or a personal property agreement comparable to the Guaranty and Collateral Agreement but in form and substance reasonably satisfactory to the Agents and the Required Lenders; provided that, (i) in the case of any Foreign Subsidiary organized under the laws of Brazil (or any state or other political subdivision thereof), such Foreign Subsidiary shall execute a joinder to, or a separate agreement comparable to, each Other Brazilian Security Instrument and (ii) in the case of any Foreign Subsidiary organized under the laws of Mexico (or any state or other political subdivision thereof), such Foreign Subsidiary shall execute a joinder to, or a separate agreement comparable to, each Other Mexican Security Instrument, (B) a Maritime Mortgage over any Vessel owned by such Restricted Subsidiary (other than any Excluded Vessel) in a manner consistent with clause (c) below, and (C) a Mortgage of any Material Real Property Interest owned by such Restricted Subsidiary (and shall satisfy the Real Property Interests Collateral Requirements).

(c) Substantially contemporaneously with the acquisition (including by way of construction) (and in the case of an acquisition of a foreign-flag Vessel or Vessels, or an acquisition of a foreign-flag Vessel or Vessels by any Loan Party, within thirty (30) days for any Vessel registered under either the Liberia, Marshall Islands, Panama or Vanuatu flags and sixty (60) days for a Vessel registered under any other foreign flag, following the acquisition) (including by way of construction) by any Loan Party of any Vessel or Vessels (in each case, other than any Excluded Vessel), (x) such Loan Party shall (i) grant a Maritime Mortgage (in the applicable form) on such Vessel in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, which shall constitute a legal, valid, enforceable and, when duly filed and recorded or registered, perfected first preferred or first priority mortgage on the whole of the Vessel Collateral named therein under the laws of the applicable flag jurisdiction in which such Vessel is registered, subject only to Permitted Maritime Liens, (ii) grant first priority security interests (or the foreign equivalent) in all Property owned by such Loan Party relating to such Vessel, subject to Permitted Liens, and (iii) otherwise comply with the applicable Vessel Collateral Requirements (including the entry into an Assignment of Insurances or a Mexican Non-Possessory Pledge Agreement, as applicable) with respect to such Vessel (unless waived by the Collateral Agent acting at the direction of the Required Lenders).

(d) Within sixty (60) days (or such longer period as the Administrative Agent may reasonably agree) following the acquisition by the Parent Borrower or any other Loan Party of any Material Real Property Interests not listed in Schedule 8.14-3, the Parent Borrower shall execute and deliver, or cause the applicable Loan Party to execute and deliver, to the Administrative Agent and/or the Collateral Agent all such further documents, agreements and

instruments (including without limitation further security agreements, Mortgages (and any other documents reasonably requested by the Collateral Agent and to otherwise satisfy the Real Property Interests Collateral Requirements), financing statements, continuation statements, and assignments of accounts and contract rights), or take any other action, or cause the applicable Loan Party to take any other action, in each case necessary or reasonably desirable to cause such Material Real Property Interests to be subject to a security interest in favor of the Collateral Agent with the priority and perfection required thereunder;

(e) Notwithstanding anything to the contrary herein, each Federally Regulated Lender waives and releases any and all liens, security interests or the rights it may have in and to any Federally Regulated Lender Excluded Property and reserves all rights as a Secured Party with respect to all Collateral, other than Federally Regulated Lender Excluded Property.

Section 8.15 Sanctions, Anti-Corruption Laws and Anti-Terrorism Laws. The Parent Borrower shall maintain in effect the policies and procedures with respect to Sanctions and Anti-Terrorism Laws specified in Section 7.09(d) and the anti-corruption laws specified in Section 7.20.

Section 8.16 [Reserved].

Section 8.17 Post-Closing Undertakings. Within the time periods specified on Schedule 8.17 (or such later date to which the Required Lenders (with written notice to the Administrative Agent) consent), comply with the provisions set forth in Schedule 8.17.

Section 8.18 Asset Sale Proceeds Account. The Borrowers and each Guarantor shall cause (x) the Net Proceeds (to the extent in the form of cash, Cash Equivalents, securities or like instruments) from any Asset Sale and (y) any Specified Proceeds, in each case, to be deposited in an Asset Sale Proceeds Account substantially contemporaneously with the receipt thereof (except to the extent constituting securities or other instruments that have otherwise been pledged as Collateral to secure the Indebtedness by physical delivery thereof, if physical certificates exist, or otherwise pursuant to arrangements reasonably satisfactory to the Required Lenders), and shall cause all such Net Proceeds to remain therein until the earliest of (i) the reinvestment of such Net Proceeds or Specified Proceeds in accordance with Section 3.04, (ii) the application of such Net Proceeds or Specified Proceeds in accordance with Section 3.04 and (iii) such Net Proceeds or Specified Proceeds becoming Declined Amounts. For the avoidance of doubt, nothing in this Section 8.18 shall limit in any way the Parent Borrower's obligations under Section 3.04 or Section 8.14.

## ARTICLE IX
## Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 9.01 Restricted Payments. (a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly,

(i) declare or pay any dividend or make any other payment or distribution on account of the Parent Borrower's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any such payment in connection with any merger or consolidation involving Parent Borrower) or to the direct or indirect holders of Parent Borrower's Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Parent Borrower);

(ii) Redeem (including, without limitation, in connection with any merger or consolidation involving the Borrower) any Equity Interests of the Parent Borrower or any direct or indirect parent of the Parent Borrower;

(iii) Redeem (in each case, other than making any scheduled or required payment (including any payment at maturity) or sinking fund obligation that is otherwise permitted hereunder) (1) Junior Debt, (2) Permitted Acquisition Debt or (3) Specified Newbuild Debt;

(iv) [reserved]; or

(v) make any Restricted Investment (all such payments and other actions set forth in this clause (v) and in clauses (i) through (iv) above being collectively referred to as "Restricted Payments").

(b) The foregoing provisions will not prohibit any of the following:

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Agreement;

(ii) the Redemption of any Debt of the Borrowers or any Guarantor or any Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Parent Borrower) of, other Equity Interests of the Parent Borrower (other than any Disqualified Stock);

(iii) the Redemption of Debt of Borrowers or any Guarantor with the net cash proceeds from an incurrence of, or in exchange for, Permitted Refinancing Debt;

(iv) the payment of any dividend or distribution (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) by a Restricted Subsidiary of the Parent Borrower to the Parent Borrower or any of its other Restricted Subsidiaries, and if such Restricted Subsidiary is not a Wholly-Owned Restricted Subsidiary, to minority holders of the Equity Interests of such Restricted Subsidiary so long as the Parent Borrower or another Restricted Subsidiary receives at least its pro rata share of such dividend or distribution;

(v) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Redemption of any Equity Interests (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) of the Parent Borrower held by any employee, director or consultant of the Parent Borrower or any of its Restricted Subsidiaries pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement, provided that the aggregate price paid for all such Redeemed Equity Interests shall not exceed $50,000 in any calendar year (provided that, unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years);

(vi) the acquisition of Equity Interests by the Parent Borrower in connection with (x) the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations or (y) net share settling of withholding tax obligations by way of restricted stock unit awards (or equivalent);

(vii) in connection with an acquisition by the Parent Borrower or by any of its Restricted Subsidiaries, the return to the Parent Borrower or any of its Restricted Subsidiaries of Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries constituting a portion of the purchase price consideration in settlement of indemnification or similar claims;

(viii) the purchase by the Parent Borrower of fractional shares of Equity Interests of the Parent Borrower arising out of stock dividends, splits or combinations or business combinations;

(ix) any Redemption of Permitted Acquisition Debt made solely with cash flow attributable to the Property acquired with the proceeds of, or acquired in connection with the assumption of, such Permitted Acquisition Debt;

(x) any Redemption of Specified Newbuild Debt made solely with the cash flow attributable to HOS Wild Horse or HOS Warhorse, as applicable, and their respective Specified Newbuild Related Assets;

(xi) [reserved];

(xii) The payment of paid-in-kind dividends or distributions (i.e. non-cash dividends or distributions payable solely in Equity Interests and not in the form of any other Property) by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock; provided that such preferred Equity Interests shall not be subject to any mandatory dividends or distributions resulting in, at any time, a dividend rate per annum in excess of (A) 1.00% plus (B) the Applicable Interest Rate (as defined in the Exit Second Lien Credit Agreement) at such time (assuming for purposes of such calculation (x) for the period from the Effective Date through but excluding the third anniversary of the Effective Date, a PIK Election Period (as defined in the Exit Second Lien Credit Agreement) is in effect at such time and (y) from and after the third anniversary of the Effective Date, the Total Leverage Ratio was greater than or equal to 3.00:1.00);

(xiii) Restricted Payments (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof), including, solely in the case of clause (a) below, repurchases of Equity Interests in the Parent Borrower, in an aggregate amount not to exceed (a) in the case of Restricted Payments of the type described in clauses (i) and (ii) of the definition thereof, $2,000,000 during the term of this Agreement, (b) in the case of Restricted Payments of the type described in clause (iii) of the definition thereof, $2,000,000 during the term of this Agreement and (c) in the case of any Restricted Investments made during the term of this Agreement, $5,000,000; and

(xiv) redemption of any Equity Interests of the Parent Borrower from Non-U.S. Citizens (as defined in the Certificate of Incorporation) who acquired the same to the extent contemplated under Section 15.6 of the Certificate of Incorporation.

The amount of any Restricted Payment shall be determined in accordance with Section 1.07, where applicable. Not later than the date of making any Restricted Payment of the type described in clause (b)(ix) or (b)(xiii) above, the Parent Borrower shall deliver to the Administrative Agent an Officer's Certificate detailing the amount of such Restricted Payment, including the valuation of the Property subject to such Restricted Payment (unless such Property is cash) and, in the case of clause (b)(ix) only, a reasonably detailed description of the proceeds being used to make such Restricted Payments.

Section 9.02 Incurrence of Debt and Issuance of Disqualified Stock.

(a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur" or an "incurrence") any Debt and the Parent Borrower shall not issue any Disqualified Stock and shall not permit any of its Restricted Subsidiaries to issue any Disqualified Stock.

(b) The foregoing provisions shall not apply to the incurrence by the Parent Borrower or any of its Restricted Subsidiaries of any of the following:

(i) [reserved];

(ii) Debt under the Exit Second Lien Credit Agreement in an aggregate principal amount that will not exceed, together with any outstanding Permitted Refinancing Debt in respect thereof (but excluding in each case any Increased Amount), $287,577,193.66;

(iii) Hedging Obligations;

(iv) Indebtedness under this Agreement and the other Loan Documents;

(v) intercompany Debt between or among the Parent Borrower and any of its Restricted Subsidiaries; provided that (1) if a Borrower is the obligor on such Debt and the obligee is not the other Borrower or a Guarantor, such Debt must be expressly subordinated to the prior payment in full in cash of all obligations with respect to the Loans and (2) if a Guarantor is the obligor on such Debt and the obligee is neither a Borrower nor a Guarantor, such Debt must be expressly subordinated to the prior payment in full in cash of all obligations of such Guarantor with respect to its Loan Guarantee and (3)(i) any subsequent issuance or transfer of Equity Interests that results in any such Debt being held by a Person other than the Parent Borrower or a Restricted Subsidiary of the Parent Borrower, or (ii) any sale or other transfer of any such Debt to a Person that is neither the Parent Borrower nor a Restricted Subsidiary of the Parent Borrower, shall be deemed, in each case, to constitute an incurrence of such Debt by the Parent Borrower or such Restricted Subsidiary, as the case may be, as of the date of such issuance, sale or other transfer that is not permitted by this clause (v);

(vi) Debt in respect of bid, performance or surety bonds issued for the account of the Parent Borrower or any Restricted Subsidiary thereof, including guarantees or obligations of the Parent Borrower or any Restricted Subsidiary thereof with respect to letters of credit or bank guarantees supporting such bid, performance or surety obligations (in each case other than for an obligation for money borrowed) or other forms of security or credit enhancement supporting performance obligations under trade or custom obligations, third-party maritime claims or service contracts, in each case, in the ordinary course of business;

(vii) the guarantee (A) by the Parent Borrower of Debt of any of its Restricted Subsidiaries that was permitted to be incurred by another provision of this Section 9.02 or (B) by any Restricted Subsidiary of the Parent Borrower of Debt of the Parent Borrower or another Restricted Subsidiary of the Parent Borrower that was permitted to be incurred by another provision of this Section 9.02; provided, that this clause (vii) shall not permit, (w) the guarantee by the Parent Borrower or any Restricted Subsidiary thereof of Specified Newbuild Debt (or any Permitted Refinancing Debt thereof), except as expressly contemplated by sub-clause (v) of the definition of "Specified Newbuild Debt", (x) the guarantee by the Parent Borrower or any Restricted Subsidiary (other than the borrower under any Permitted Acquisition Debt) thereof of Permitted Acquisition Debt (or any Permitted Refinancing Debt thereof), (y) the guarantee by any Loan Party of any Debt of a non-Loan Party (unless the Loan Party would have been permitted to incur such Debt directly) or (z) the guarantee by any Restricted Subsidiary of the Parent Borrower that is not a Loan Party of any Debt which by its terms does not permit such Debt to be guaranteed by Persons that are not Loan Parties (including, without limitation, Debt incurred under Section 9.02(b)(xi) (or any Permitted Refinancing Debt in respect of any the foregoing));

(viii) Permitted Refinancing Debt incurred in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund Debt incurred pursuant to this clause (viii), Section 9.02(b)(ix), Section 9.02(b)(x) or Section 9.02(b)(xi); provided that, such Permitted Refinancing Debt complies with the requirements set forth in the definition thereof (as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to such incurrence or issuance);

(ix) Permitted Acquisition Debt;

(x) Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary in an aggregate principal amount that, when taken together with the aggregate principal amount of all other Debt incurred pursuant to this clause (x) and then outstanding will not exceed (excluding any paid-in-kind interest), together with any outstanding Permitted Refinancing Debt in respect thereof, $65,000,000;

(xi) Debt of the Loan Parties in an amount equal to 100% of any cash proceeds from the issuance of common equity by the Parent Borrower following the Effective Date (excluding (I) for the avoidance of doubt, any cash proceeds from the issuance of common equity by the Parent Borrower as part of the Effective Date Equity Rights Offering and (II) proceeds applied to fund a P.A. Subsidiary Equity Contribution or a Specified Newbuild Subsidiary Equity Contribution) (any such Debt incurred pursuant to this clause (xi), and which satisfies the terms and conditions set forth in this clause (xi), "Equity-Paired Debt"); provided that (a) the cash interest rate applicable to any Equity-Paired Debt shall not exceed a percentage per annum acceptable to

the Required Lenders, (b) the aggregate outstanding principal amount of Equity-Paired Debt, when taken together with the aggregate principal amount of all other Equity-Paired Debt incurred pursuant to this clause (xi) and then outstanding will not exceed (exclusive of any paid in kind interest), together with any outstanding Permitted Refinancing Debt in respect thereof, $25,000,000, (c) such Debt is incurred no later than one year after the date of such cash common equity issuance and (d) such Debt satisfies clauses (i), (ii) and (iv) of the definition of Required Additional Debt Terms), as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to the incurrence of such Equity-Paired Debt (which Officer's Certificate shall also designate such Debt as "Equity-Paired Debt" and identify the equity issuance to which such Debt relates);

(xii) other Debt and/or Disqualified Stock in an aggregate principal amount and/or liquidation preference, as applicable, that, when taken together with the aggregate principal amount and/or liquidation preference, as applicable, of all other Debt and/or Disqualified Stock incurred pursuant to this clause (xii) and then outstanding will not exceed, together with any outstanding Permitted Refinancing Debt in respect thereof $15,000,000; provided that, any such Debt or Disqualified Stock of a Loan Party referred to in this clause (xii) does not mature and does not have any mandatory or scheduled principal payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to the prior making of any required payments on the Indebtedness hereunder);

(xiii) existing leasehold interests comprising any part of the Real Property Interests and, subject to any Real Property Interests Mortgage, any renewals, extensions, modifications, or renegotiations thereof and any additional leases, rights of use or of passage comprising any part of the Real Property Interests necessary for the operation or expansion of the Borrowers' business, whether or not any such leasehold interests, renewals, extensions, modifications or renegotiations or such additional leases, rights of use or of passage are capital leases or operating leases;

(xiv) Attributable Debt in respect of Sale Leaseback Transactions permitted by Section 9.08(b)(ii);

(xv) the incurrence by any Loan Party of Debt represented by Capital Lease Obligations, operating leases or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction or installation of property, plant or equipment used in the business of the Loan Parties and their Subsidiaries, in an aggregate principal amount incurred pursuant to this clause (xv) not to exceed $5,000,000 at any time outstanding; and

(xvi) Debt in respect of credit cards or purchase cards for purchases, in each case, in the ordinary course of business and in an aggregate amount outstanding not to exceed $750,000 at any time.

(c) The Borrowers shall not, and shall not permit any Guarantor to, directly or indirectly, incur any Debt which by its terms (or by the terms of any agreement governing such Debt) is subordinated to any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be, unless such Debt is also by its terms (or by the terms of any agreement governing such Debt) made expressly subordinate to the Loans or the Loan Guarantee of such Guarantor, as the case may be, to the same extent and in the same manner as such Debt is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be; provided, however, that no Debt shall be deemed to be contractually subordinated in right of payment to any other Debt solely by virtue of being unsecured.

(d) For purposes of determining compliance with this Section 9.02, in the event that an item of proposed Debt meets the criteria of more than one of the categories of Debt described in Section 9.02(b), or is entitled to be incurred pursuant to Section 9.02(a), the Parent Borrower shall be permitted to divide or classify such item of Debt on the date of its incurrence (but shall not be permitted to later divide or reclassify all or a portion of such item of Debt after the date of its incurrence), in any manner that complies with this Section 9.02, and such item of Debt will be treated as having been incurred pursuant to one or more of such categories; provided that (x) [reserved] and (y) all Indebtedness under this Agreement and the other Loan Documents shall at all times be deemed outstanding under Section 9.02(b)(iv). Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Debt or Disqualified Stock will not be deemed to be an incurrence of Debt or Disqualified Stock for purposes of this covenant.

Section 9.03 Liens. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien on any of their respective Property, except Permitted Liens.

Section 9.04 Merger or Consolidation. No Borrower or Restricted Subsidiary shall consolidate or merge with or into (whether or not such Borrower or Restricted Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its Properties in one or more related transactions to, another Person, except that: (i) any Guarantor may consolidate or merge with or into any other Loan Party (as long as the applicable Borrower is the surviving person in the case of any merger or consolidation involving a Borrower) and (ii) any Restricted Subsidiary that is not a Guarantor may consolidate or merge with or into any other Restricted Subsidiary that is not a Guarantor.

Section 9.05 Minimum Available Liquidity. The Parent Borrower will not, as of the last day of any fiscal quarter, permit Available Liquidity to be less than the Minimum Liquidity Amount as of such date.

Section 9.06 Transactions with Affiliates. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its Property to, or purchase any Property from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless (a) such Affiliate Transaction is on terms that are no less favorable to the Parent Borrower or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Parent Borrower or such Restricted Subsidiary with an unrelated Person or, if there is no such comparable transaction, on terms that are fair and reasonable to the Parent Borrower or such

Restricted Subsidiary, and (b) the Parent Borrower delivers to the Administrative Agent (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $2,500,000, a resolution of the Board of Directors of the Parent Borrower set forth in a certificate of a Responsible Officer certifying that such Affiliate Transaction complies with clause (a) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors and (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10,000,000, an opinion as to the fairness to the Parent Borrower or the relevant Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm that is, in the judgment of the Board of Directors, qualified to render such opinion and is independent with respect to the Parent Borrower, provided that such opinion will not be required with respect to any Affiliate Transaction or series of related Affiliate Transactions involving either (i) shipyard contracts that are awarded following a competitive bidding process and approved by a majority of the disinterested members of the Board of Directors or (ii) an Affiliate in which an unrelated third person owns Voting Stock in excess of that owned by the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that the following shall be deemed not to be Affiliate Transactions:

(A) any employment agreement or other employee compensation plan or arrangement entered into by the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business of the Parent Borrower or such Restricted Subsidiary;

(B) transactions between or among the Loan Parties;

(C) Permitted Investments and Restricted Payments that are permitted by the provisions of Section 9.01 of this Agreement;

(D) loans or advances to officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries made in the ordinary course of business and consistent with past practices of the Parent Borrower and its Restricted Subsidiaries in such Person in an aggregate amount not to exceed $500,000 outstanding at any one time;

(E) indemnities of officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries permitted by bylaw or statutory provisions;

(F) maintenance in the ordinary course of business of customary benefit programs or arrangements for officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries, including without limitation vacation plans, health and life insurance plans, deferred compensation plans, retirement or savings plans and similar plans;

(G) registration rights or similar agreements with officers, directors or significant shareholders of the Parent Borrower or any of its Restricted Subsidiaries;

(H) issuance of Equity Interests (other than Disqualified Stock) by the Parent Borrower;

(I) the payment of reasonable and customary regular fees to directors of the Parent Borrower or any of its Restricted Subsidiaries who are not employees of the Parent Borrower or any Affiliate;

(J) [reserved];

(K) time charter, bareboat charter or management agreements, leases, subleases,non-exclusive intellectual property licenses, rights of use or passage related to Vessels or the Real Property Interests between the Parent Borrower or any of its Restricted Subsidiaries and a Joint Venture or a Restricted Subsidiary that is not a Loan Party made on terms generally consistent with terms available in an arms-length transaction with an unrelated third party; and

(L) transactions (i) identified on Schedule 9.06(L) and (ii) any other transaction with an Affiliate that (x) is approved by the Board of Directors and (y) is substantially similar to any transaction described in Schedule 9.06(L).

Section 9.07 Burdensome Restrictions. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Parent Borrower to do any of the following: (a)(i) pay dividends or make any other distributions to the Parent Borrower or any of its Restricted Subsidiaries on its Equity Interests or (ii) pay any Debt owed to the Parent Borrower or any of its Restricted Subsidiaries (it being understood that the priority of any preferred stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to pay dividends or make any other distributions on Equity Interests); (b) make loans or advances to the Parent Borrower or any of its Restricted Subsidiaries or (c) transfer any of its properties or assets to the Parent Borrower or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reason of:

(1) the Exit Second Lien Credit Agreement,

(2) this Agreement and the Security Instruments,

(3) applicable law,

(4) any instrument governing (x) Debt or Equity Interests of a Person acquired by the Parent Borrower or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Debt was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person or the assets of any Person, other than the Person, or the assets of the Person, so acquired, provided that, in the case of Debt, such Debt was permitted by the terms of this Agreement to be incurred and (y) Permitted Acquisition Debt to the extent applicable only to the acquired assets or to assets subject to such Debt,

(5) by reason of customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices,

(6) by reason of customary provisions restricting the transfer of copyrighted or patented materials consistent with industry practice,

(7) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (c) above on the property so acquired,

(8) customary provisions in any agreement (x) creating any Hedging Obligations permitted under this Agreement or (y) governing any Debt incurred pursuant to 9.02(b)(ix), 9.02(b)(x), 9.02(b)(xi) and 9.02(b)(xii) (and, in the case of this clause (y), any provisions in any such agreement expressly required under this Agreement in order for such Debt to be permitted under this Agreement),

(9) Permitted Refinancing Debt with respect to any Debt referred to in clauses (1), (2), (4) and (8)(y) above, provided that the restrictions referred to in this Section 9.07 that are contained in the agreements governing such Permitted Refinancing Debt are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Debt being refinanced,

(10) provisions with respect to the disposition or distribution of assets in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements, or

(11) those contracts, agreements or understandings that will govern Permitted Investments.

Section 9.08 Asset Sales. (a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale (excluding for all purposes of this Section 9.08 any Event of Loss).

(b) The foregoing clause (a) shall not apply to the consummation by the Parent Borrower or any of its Restricted Subsidiaries of any of the following Asset Sales:

(i) Asset Sales of Stacked Vessels or Vessels that are no longer useful in the business of the Parent Borrower and its Restricted Subsidiaries (as determined in good faith by management of the Parent Borrower (in consultation with the Board of Directors of the Parent Borrower)); provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of any such Asset Sale at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Asset Sale and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Asset Sale shall be in the form of cash or Cash Equivalents;

(ii) Sale Leaseback Transactions for aggregate consideration not to exceed $30,000,000 during the term of this Agreement;provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of any such Sale Leaseback Transaction at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Sale Leaseback Transaction and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Sale Leaseback Transaction shall be in the form of cash or Cash Equivalents; or

(iii) other Asset Sales (other than Stacked Vessels, Vessels no longer useful or Sale Leaseback Transactions) for aggregate consideration not to exceed $20,000,000 in any fiscal year of the Parent Borrower (provided that, unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years); provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of such Asset Sale at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Asset Sale and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Asset Sale shall be in the form of cash or Cash Equivalents.

## ARTICLE X
## Events of Default; Remedies

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrowers shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise; and (other than a payment due on the Maturity Date) such failure is not cured within three (3) Business Days after the applicable due date.

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days.

(c) any representation or warranty made or deemed made pursuant toSection 6.01 by or on behalf of the Parent Borrower, theCo-Borrower or any Guarantor in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material adverse respect when made or deemed made pursuant to Section 6.01 or otherwise.

(d) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in Section 8.04 (with respect to the existence of the Borrowers),Section 8.04(i)(x) (with respect to the applicable Loan Party's status as a citizen of the United States within the meaning of 46 U.S.C. § 50501, eligible and qualified to own and operate vessels in the coastwise trade of the United States) Section 8.07 or Section 8.17 or in Article IX; provided that, in the case ofSection 8.04(i)(x), such failure shall continue unremedied for a period of fifteen (15) days.

(e) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b) or Section 10.01(d)) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after the earlier to occur of (i) written notice thereof from the Administrative Agent to the Borrowers (which notice will be given at the written request of the Required Lenders) or (ii) the chief executive officer or the chief financial officer (or a person holding a similar title) of the Parent Borrower, the Co-Borrower or any Guarantor otherwise becoming aware of such default.

(f) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Debt, when and as the same shall become due and payable.

(g) any event or condition occurs that results in any Material Debt becoming due prior to its scheduled maturity or that enables or permits (after the giving of notice, the lapse of time or both) the holder or holders of such Material Debt or any trustee or administrative agent on its or their behalf to cause such Material Debt to become due, or to require the redemption thereof or any offer to redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrowers or any Guarantor being required to make an offer in respect thereof.

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Parent Borrower, the Co-Borrower or any Guarantor or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) the Parent Borrower, the Co-Borrower or any Guarantor shall:

(i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect;

(ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h);

(iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets;

(iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding;

(v) make a general assignment for the benefit of creditors; or

(vi) take any action for the purpose of effecting any of the foregoing.

(j) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (to the extent not covered by independent third party insurance provided by insurers of the highest claims paying rating or financial strength as to which the insurer does not dispute coverage and is not subject to an insolvency proceeding) shall be rendered against the Parent Borrower, the Co-Borrower or any Guarantor or any combination thereof and the same shall remain undischarged (or the Borrowers and the Guarantor shall not have provided for its discharge) for a period of sixty (60) consecutive days during which execution shall not be effectively stayed and, if stayed pending appeal, for such longer period during such appeal while providing such accruals as may be required by GAAP.

(k) any material provision of the Loan Documents, after delivery thereof, shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Parent Borrower, the Co-Borrower or any Guarantor or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any material part of the collateral purported to be covered thereby, (except to the extent permitted by the terms of this Agreement, or the Parent Borrower, the Co-Borrower or any Guarantor shall so state in writing) and such invalidity, lack of binding effect or priority is not cured within thirty (30) days after the earliest to occur of (x) notice from the Administrative Agent (as directed by the Required Lenders) concerning its belief that a material provision is not valid and binding or asserting the lack of priority of a Lien, or (y) the chief executive officer or chief financial officer of the Borrowers otherwise becomes aware that any material provision is not valid and binding or that a Lien lacks the intended priority.

(l) an ERISA Event shall have occurred that, in the reasonable and good faith opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, has resulted in, or could reasonably be expected to result in, liability of the Borrowers and any Guarantor in an aggregate amount that could reasonably be expected to have a Material Adverse Effect.

(m) a Change in Control shall have occurred.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the written request of the Required Lenders, shall, by notice to the Borrowers, take the following actions, at the same or different times: terminate the Commitments, and thereupon the Commitments shall terminate immediately, and declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees, premiums and other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), the principal of the Loans then outstanding,

together with accrued interest thereon and all fees, premiums and the other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent (acting at the direction of the Required Lenders) will have all other rights and remedies available under the Loan Documents or at law and equity.

(c) Subject to any applicable intercreditor agreement, all proceeds realized from the liquidation or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied:

(i) first, to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities (including legal fees and expenses) payable to the Administrative Agent in its capacity as such;

(ii) second, pro rata to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities payable to the Lenders (or any of them);

(iii) third, pro rata to payment of accrued interest on the Loans;

(iv) fourth, pro rata to payment of principal outstanding on the Loans;

(v) fifth, pro rata to any other Indebtedness; and

(vi) sixth, any excess, after all of the Indebtedness shall have been indefeasibly paid in full in cash, shall be paid to the Borrowers or as otherwise required by any Governmental Requirement.

## ARTICLE XI
## The Agents

Section 11.01 Appointment; Powers. Each of the Lenders hereby appoints Wilmington Trust as its Administrative Agent and the Collateral Agent (including as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages). Each Lender authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms hereof and the other Loan Documents.

Section 11.02 Duties and Obligations of the Agents. The Agents shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (the use of the term "Administrative Agent", "Collateral Agent" or "Agent" herein and in the other Loan Documents with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) no Agent shall have any

duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, no Agent shall have a duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent Borrower or any of its Subsidiaries that is communicated to or obtained by such Agent or any of its Affiliates in any capacity. The Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to a responsible officer of such Agent by the Parent Borrower, the Co-Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into:

(i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document;

(ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith;

(iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document;

(iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document;

(v) the satisfaction of any condition set forth in Article VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent or as to those conditions precedent expressly required to be to such Agent's satisfaction;

(vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Parent Borrower and its Subsidiaries or

(vii) any failure by the Parent Borrower, the Co-Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein.

For purposes of determining compliance with the conditions specified in Article VI, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless an Agent shall have received written notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 11.03 Action by Agents. Each Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases each Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) specifying the action to be taken and (b) be indemnified to its satisfaction by the

Lenders against any and all liability claims, losses, fees and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by an Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then an Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with indemnities satisfactory to it) described in this Section 11.03; *provided,* that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the interests of the Lenders. In no event, however, shall an Agent be required to take any action which exposes such Agent to a risk of personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. If a Default has occurred and is continuing, no Agent shall have any obligation to perform any act in respect thereof. Each Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise such Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith including its own ordinary negligence, except for its own gross negligence or willful misconduct.

The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or with respect to any Benchmark Replacement or Benchmark Replacement Adjustment, including without limitation, whether the composition or characteristics of any such Benchmark Replacement or Benchmark Replacement Adjustment will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

Section 11.04 Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon, except in the case of gross negligence or willful misconduct by such Agent and each of the Borrowers, the Guarantors, and the Lenders hereby waives the right to dispute such Agent's record of such statement absent manifest error. The Agent shall be entitled to request written instructions from the Borrower, the Guarantors, the Lenders and the other Loan Parties, and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Agent in accordance with such written direction. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent may deem and treat the payee of any Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof permitted hereunder shall have been filed with such Agent.

Section 11.05 Sub-Agents. Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-Agents appointed by such Agent. Each Agent and any such sub-Agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this Article XI shall apply to any such sub-Agent and to the Related Parties of such Agent and any such sub-Agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

Section 11.06 Resignation or Removal of Agents. Subject to the appointment and acceptance of a successor Agent, including as the case may be, the Collateral Agent, as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages, as provided in this Section 11.06, each Agent may resign at any time by notifying the Lenders and the Borrowers, and such Agent may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation or removal of the retiring Agent, then the retiring Agent may, on behalf of the Lenders and at the expense of the Borrowers, appoint a successor Agent, or an Affiliate of any such Lender as approved by the Required Lenders or if no such successor shall be appointed by the retiring Agent as aforesaid, the Required Lenders shall thereafter perform all of the duties of the retiring Agent hereunder (and the retiring Agent shall be discharged from its duties and obligations hereunder) until such appointment by the Required Lenders is made and accepted. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Agent's resignation hereunder, the provisions of this Article XI and Section 12.03 shall continue in effect for the benefit of such retiring Agent, its sub-Agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent. The institution acting as Collateral Agent shall always also act as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages.

Section 11.07 Agents as Lenders. Each Lender serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such Lender and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Parent Borrower or any of its Subsidiaries or other Affiliates as if it were not an Agent hereunder.

Section 11.08 Funds held by Agents. The Agents shall have no responsibility for interest or income on any funds held by it hereunder and any funds so held shall be held uninvested pending distribution thereof.

Section 11.09 No Reliance. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this

Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder. No Agent shall be required to keep itself informed as to the performance or observance by the Parent Borrower or any of its Subsidiaries of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Property or books of the Parent Borrower or its Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrowers (or any of their Affiliates) which may come into the possession of such Agent or any of its Affiliates. Each party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

Section 11.10 Agents May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrowers, the Guarantors or any of their Subsidiaries, each Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether an Agent shall have made any demand on the Borrowers or the Guarantors) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file a proof-of-claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Indebtedness that are owing and unpaid and to file such other documents as may be necessary and directed by the Required Lenders in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under Section 12.03) allowed in such judicial proceeding;

(b) to collect and receive any monies or other Property payable or deliverable on any such claims and to distribute the same; and

(c) and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized and directed by each Lender to make such payments to the Agents and, in the event that the Agents shall consent to the making of such payments directly to the Lenders, to pay to the Agents any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their agents and counsel, and any other amounts due the Agents under Section 12.03.

Nothing contained herein shall be deemed to authorize any Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Indebtedness or the rights of any Lender or to authorize any Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.11 Authority of the Agents to Release Collateral, Liens and Guarantors. Each Lender hereby authorizes the Collateral Agent to release any Collateral that is permitted to be sold or released pursuant to the terms of the Loan Documents and to release any Guarantor that is permitted to be released pursuant to the terms of the Loan Documents. Each Lender hereby

authorizes the Collateral Agent to execute and deliver to the Borrowers, at the Borrowers' sole cost and expense, any and all releases of Liens, termination statements, assignments or other documents reasonably requested by the Borrowers in connection with any sale or other disposition (including by Investment) of Property (in each case subject to the following sentence) to the extent such sale or other disposition is authorized by the terms of the Loan Documents and complies with Section 9.14 of the Guaranty and Collateral Agreement, as evidenced in an Officer's Certificate delivered to the Collateral Agent. Notwithstanding the foregoing, it is understood and agreed that the Liens on any Collateral securing the Indebtedness shall not be released upon a sale, transfer, Investment or other disposition of such Collateral (x) to any Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for in Section 8.14(a)(ii)) or (y) if such Collateral is Vessel Collateral, if the transferee is a Restricted Subsidiary of the Parent Borrower; *provided, however,* that in connection with an Approved Vessel Reflagging Transaction or a Foreign Vessel Reflagging Transaction that is permitted under this Agreement, if the Person to whom such Collateral is being transferred grants a new Lien on such Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties that is comparable, in the good faith determination of the Required Lenders, in scope, validity and perfection to the existing Lien, then the Collateral Agent shall release such Collateral. Upon the request of the Borrowers, in connection with any transaction otherwise permitted hereunder, the Administrative Agent and/or the Collateral Agent is authorized to release (i) Collateral that is disposed of (other than to a Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for in Section 8.14(a)(ii)) or Collateral that is owned by a Person that ceases to be a Restricted Subsidiary of the Parent Borrower and (ii) any Guarantor from its Guaranty Agreement and its obligations thereunder if such Guarantor ceases to be a Restricted Subsidiary of the Parent Borrower; provided that, for the avoidance of doubt, in no event is the Administrative Agent or Collateral Agent authorized to release the Co-Borrower from its obligations under this Agreement other than is permitted under Section 12.02.

Section 11.12 Merger, Conversion or Consolidation of Agents. Any corporation into which the Agents may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Agents shall be a party, or any corporation succeeding to the corporate trust and loan agency business of the Agents, shall be the successor of the Agents hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

## ARTICLE XII
## Miscellaneous

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrowers (or either of them), to it at:
Hornbeck Offshore Services, Inc.

Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
Email: james.harp@hornbeckoffshore.com

with a copy to:

Hornbeck Offshore Services, Inc.
Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer
Email: samuel.giberga@hornbeckoffshore.com

(ii) if to the Administrative Agent, to it at

Wilmington Trust, National Association
Suite 1290, 50 South Sixth Street
Minneapolis, MN 55402
Attention: Nicole Kroll, Assistant Vice President
Email: nkroll@wilmingtontrust.com

(iii) if to Collateral Agent, to it at:

Wilmington Trust, National Association
Suite 1290, 50 South Sixth Street
Minneapolis, MN 55402
Attention: Nikki Kroll, Assistant Vice President
Email: nkroll@wilmingtontrust.com

(iv) if to any other Lender, to it at its address (or telecopy number) set forth on its signature page hereto, as the same may be updated from time to time by written notice to the Administrative Agent and the Borrowers.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided,* that the foregoing shall not apply to notices pursuant to Articles II, III, IV and V unless otherwise agreed by the Administrative Agent and the applicable Lender. Notices and other communications to the Borrowers may be delivered or furnished by electronic communications; *provided,* that unless receipt of such electronic communication is acknowledged by the Borrowers, such communication is followed by telephonic and hard copy communication as well. The Administrative Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided,* that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Parent Borrower, the Co-Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any other Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof nor any Security Instrument nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; *provided,* that no such agreement shall

(i) increase the Commitment of any Lender without the written consent of such Lender,

(ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, or reduce any other Indebtedness hereunder or under any other Loan Document, without the written consent of each Lender affected thereby,

(iii) postpone the scheduled date of payment or prepayment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or any other Indebtedness hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Maturity Date without the written consent of each Lender affected thereby,

(iv) change Section 4.01(b) or Section 4.01(c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender,

(v) release all or substantially all of the collateral or all or substantially all of the value of the guarantees of the Indebtedness made by the Guarantors without the written consent of each Lender,

(vi) change any of the provisions of this Section 12.02(b) or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender, or

(vii) amend or modify this Agreement in any manner that would permit the incurrence, assumption or issuance of (a) any additional Indebtedness hereunder or (b) any additional Debt or Disqualified Stock that is permitted to be secured by all or any portion of the Collateral on a senior or pari passu basis relative to the Liens on such Collateral securing the Indebtedness, in each case of clause (a) and (b), without the consent of each Lender;

*provided, further,* that no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent hereunder or under any other Loan Document without the prior written consent of such Agent. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment or Loans of such Lender may not be increased or extended without the consent of such Lender.

(c) Notwithstanding anything to the contrary contained in this Section 12.02, the Administrative Agent may, with the written consent of the Borrowers and the Required Lenders only, amend, modify or supplement this Agreement or any of the other Loan Documents to correct any clerical errors or cure any ambiguity, omission, mistake, defect or inconsistency so long as such correction is not materially adverse to the Lenders.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket fees and expenses incurred by the Agents and the Lenders and their respective Affiliates, including, without limitation, the reasonable and documented fees, charges and disbursements of counsel for the Agents and the Lenders (but limited to one primary counsel for each of (x) the Agents and their respective Affiliates, collectively and (y) the Lenders and their respective Affiliates, collectively, and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person), (ii) all reasonable and documented travel, photocopy, mailing, courier, telephone and other similar expenses, in connection with the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Agents and/or the Lenders as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions

hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (iii) all costs, expenses, Taxes, assessments, paralegal services, notary fees, language translation fees and other charges incurred by any Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein, and (iv) all out-of-pocket fees and expenses incurred by any Agent or any Lender, including the fees, charges and disbursements of any counsel for any Agent or any Lender (but limited to one primary counsel for each of (x) the Agents and their respective Affiliates, collectively and (y) the Lenders and their respective Affiliates, collectively, and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)), in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 12.03, and including, without limitation, all such out-of-pocket expenses incurred during any workout or restructuring in respect of such Loans.

(b) THE BORROWERS SHALL, AND SHALL CAUSE THE OTHER LOAN PARTIES TO, JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, FEES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY OTHER LOAN DOCUMENT, (ii) THE FAILURE OF THE PARENT BORROWER OR ANY SUBSIDIARY TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF ANY LOAN PARTY SET FORTH IN ANY OF THE LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH, (iv) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE PARENT BORROWER AND ITS SUBSIDIARIES BY THE PARENT BORROWER AND ITS SUBSIDIARIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) ANY ENVIRONMENTAL LIABILITY ARISING OUT OF THE OPERATIONS OF THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY OF THEIR PROPERTIES, INCLUDING WITHOUT LIMITATION, THE PRESENCE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, USE, TRANSPORT, DISPOSAL, ARRANGEMENT OF

DISPOSAL OR TREATMENT OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS MATERIALS ON ANY OF THEIR PROPERTIES, (ix) THE BREACH OR NON-COMPLIANCE BY THE PARENT BORROWER OR ANY SUBSIDIARY WITH ANY ENVIRONMENTAL LAW APPLICABLE TO THE PARENT BORROWER OR ANY SUBSIDIARY, (x) THE PAST OWNERSHIP BY THE PARENT BORROWER OR ANY SUBSIDIARY OF ANY OF THEIR PROPERTIES OR PAST ACTIVITY ON ANY OF THEIR PROPERTIES WHICH, THOUGH LAWFUL AND FULLY PERMISSIBLE AT THE TIME, COULD RESULT IN PRESENT LIABILITY, (xi) THE PRESENCE, USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS MATERIALS ON OR AT ANY OF THE PROPERTIES OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY, (xii) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE PARENT BORROWER OR ANY SUBSIDIARY, (xiii) ANY OTHER ENVIRONMENTAL, HEALTH OR SAFETY CONDITION IN CONNECTION WITH THE LOAN DOCUMENTS, OR (xiv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; *PROVIDED,* THAT ANY OF THE ABOVE INDEMNITIES SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM (X) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (Y) ANY DISPUTE SOLELY AMONG INDEMNITEES (OTHER THAN ANY CLAIMS AGAINST AN INDEMNITEE IN ITS CAPACITY OR IN FULFILLING ITS ROLE AS AN AGENT OR ARRANGER OR ANY SIMILAR ROLE HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT AND OTHER THAN ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF THE PARENT BORROWER OR ANY OF ITS SUBSIDIARIES). This Section 12.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising out of any non-Tax claim.

(c) To the extent any Agent is not jointly and severally reimbursed and/or indemnified by the Borrowers and/or the other Loan Parties in accordance with the provisions of this Agreement, the Lenders will reimburse and indemnify such Agent, severally and not jointly, in proportion to each Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense of indemnity payment is sought), for and against any and all liabilities,

obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agent in connection with or arising out of any act or omission of such Agent related to its duties hereunder or under any other Loan Document or the performance thereof or in any way relating to or arising out of this Agreement or any other Loan Document; *provided,* that no Lender, Borrower or other Loan Party shall be liable for any of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). In the case of any investigation, litigation or proceeding giving rise to any claim for indemnification hereunder, this Section 12.03 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person.

(d) To the extent permitted by applicable law, no Loan Party hereto shall assert, and each Loan Party hereto hereby waives, any claim against each other, on any theory of liability, for special, indirect, consequential, incidental or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; *provided,* that the foregoing shall not limit the Borrower's, the Lenders' or the other Loan Parties' indemnification obligations pursuant to Section 12.03(b) to the extent such damages are included in any such claim that is entitled to such indemnification.

(e) All amounts due under this Section 12.03 shall be payable not later than ten (10) days after written demand therefor. ThisSection 12.03 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as expressly permitted by Section 9.04, no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by such Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (other than a Disqualified Lender) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments or the Loans at the time owing to it) pursuant to an Assignment and Assumption Agreement substantially in the form of Exhibit G (an "Assignment") with the prior written consent of the Borrowers (which consent shall be deemed to be provided if the Borrowers do not respond to a request for such

consent within 10 Business Days after written receipt of request thereof) and the Administrative Agent (in each case, such consent not to be unreasonably withheld); provided that (x) no such consent of the Borrowers shall be required if an Event of Default has occurred and is continuing and (y) no such consent of the Administrative Agent or the Borrowers shall be required if such assignment is to a Lender, an Affiliate of a Lender, an Approved Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment is delivered to the Administrative Agent) shall not be less than $1,000,000, unless the Administrative Agent otherwise consents; *provided,* that simultaneous assignments to affiliated funds may be aggregated;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment, together with a processing and recordation fee of $3,500; *provided,* that (x) the Administrative Agent may, elect to waive or reduce such processing and recordation fee in the case of any assignment; *provided further,* that, such processing and recordation fee shall not be payable to the extent the assignee is an Affiliate of a Lender, an Approved Lender or an Approved Fund and (y) simultaneous assignments to affiliated funds shall be deemed to constitute a single assignment for purposes of the foregoing;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) notwithstanding anything to the contrary herein, no assignments shall be made to (1) a Defaulting Lender or any of its Subsidiaries or Affiliates or (2) the Parent Borrower or any of its Subsidiaries except as permitted by Section 12.04(g).

(iii) Subject to Section 12.04(b)(iv) and the acceptance and recording thereof, from and after the effective date specified in each Assignment the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment, be released from its obligations under this Agreement (and, in the case of an Assignment covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.02, Section 5.03 and Section 12.03 with respect to facts and circumstances occurring prior to the Effective Date). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c).

(iv) The Administrative Agent, acting for this purpose as an administrative agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment delivered to it and a register for the recordation of the names, addresses and telecopy number of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and applicable required tax forms (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 12.04(b) and any written consent to such assignment required by Section 12.04(b), the Administrative Agent shall accept such Assignment and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register after meeting the requirements provided in this Section 12.04(b). The parties hereto agree and intend that the obligations under this Agreement shall be treated as being in "registered form" for the purposes of the Code (including Code Sections 163(f), 871(h)(2) and 8831(c)(2)), and the Register and Participant Register shall be maintained in accordance with such intention.

(c) (i) Any Lender may, without the consent of the Borrowers or the Administrative Agent, sell participations to one or more Lenders or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided,* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided,* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso to Section 12.02 that affects such Participant. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.03. Subject to Section 12.04(c)(ii), the Borrowers agree that each Participant shall be entitled to the benefits of Sections 5.01, 5.02 and 5.03 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender;*provided,* such Participant agrees to be subject to Section 4.01(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 5.02 or Section 5.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent or to extent such entitlement to

receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant shall not be entitled to the benefits of Section 5.03 unless such Participant agrees to comply withSection 5.03(g) as though it were a Lender (it being understood that the documentation shall be delivered to the participating Lender).

(iii) Each Lender that sells a participation shall, acting solely for this purpose as anon-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); *provided,* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including, without limitation, any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest;*provided,* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided,* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.07 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender;*provided* that such Participant agrees to be subject toSection 4.01 as though it were a Lender.

(f) Notwithstanding anything in this Agreement to the contrary, in no event shall any Lender or Participant assign any portion of or sell any participations in its rights and obligations under this Agreement to any Disqualified Lender. This prohibition shall be included in any documentation effecting an assignment of any interest herein or in any Loans and any attempted assignment in violation of this provision shall be void ab initio.

(g) Notwithstanding anything in this Agreement to the contrary, any Lender may, at any time, assign all or a portion of its Loans on anon-pro rata basis to the Borrowers in accordance with the procedures set forth on Exhibit L, pursuant to an offer made by the Borrowers available to all Lenders on a pro rata basis (a "Dutch Auction"), subject to the following limitations:

(i) the Borrowers shall represent and warrant, as of the date of the launch of the Dutch Auction and on the date of any such assignment, that neither it, its Affiliates nor any of its respective directors or officers has any Excluded Information that has not been disclosed to the Lenders generally (other than to the extent any such Lender does not wish to receive material non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities) prior to such date;

(ii) immediately and automatically, without any further action on the part of the Borrowers, any Lender, the Administrative Agent or any other Person, upon the effectiveness of such assignment of Loans from a Lender to the Borrowers, such Loans and all rights and obligations as a Lender related thereto shall, for all purposes under this Agreement, the other Loan Documents and otherwise, be deemed to be irrevocably prepaid (provided that the Borrowers shall also pay any applicable premium or call protection), terminated, extinguished, cancelled and of no further force and effect and the Borrowers shall neither obtain nor have any rights as a Lender hereunder or under the other Loan Documents by virtue of such assignment;

(iii) the Borrowers shall not use the proceeds of any Loans for any such assignment; and

(iv) no Event of Default shall have occurred and be continuing before or immediately after giving effect to such assignment.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 3.05, 5.01, 5.02, 5.03 and 12.03 and Article XI shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the resignation or removal of any Agent, the expiration or termination of the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Indebtedness or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any Debtor Relief Law, common law or equitable cause, then to such extent, the Indebtedness so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrowers shall take such action as may be reasonably requested by the Administrative Agent (as directed by the Required Lenders) to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

(b) This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the Lenders constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

(c) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or

any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the obligations of the Borrowers or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or their respective Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application; *provided,* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 12.09 GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO ANY LOAN DOCUMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS; *PROVIDED*, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS UNDER THE LOAN DOCUMENTS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT OR (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH LEGAL ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(c) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR

ADMINISTRATIVE AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (iii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed.

(a) to its and its Affiliates' directors, officers, employees and Administrative Agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential),

(b) to the extent requested by any regulatory authority,

(c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process,

(d) to any other party to this Agreement or any other Loan Document,

(e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder,

(f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Hedging Obligation relating to the Parent Borrower or the Co-Borrower, as applicable, and its obligations,

(g) with the consent of the Borrowers or

(h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrowers.

For the purposes of this Section 12.11, "Information" means all information received from the Parent Borrower or any Subsidiary relating to the Borrowers or any Subsidiary and their businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Parent Borrower or a Subsidiary;

*provided,* that in the case of information received from the Parent Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers); and (ii) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans evidenced by the Notes until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12.

Section 12.13 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans hereunder are solely for the benefit of the Borrowers, the Guarantors and, unless expressly stated or referred to herein, no other Person (including, without limitation, any Subsidiary of the Borrowers, any Subsidiary of the Guarantors, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent or any Lender for any reason whatsoever. There are no third party beneficiaries other than the Guarantors or as otherwise expressly stated or referred to herein.

Section 12.14 Electronic Communications.

(a) The Borrowers hereby agree that, unless otherwise requested by the Administrative Agent, each will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement, (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder or (v) initiates or responds to legal process (all such non-excluded information being referred to herein collectively as the "Communications") by transmitting the Communications in an electronic/soft medium (*provided,* such Communications contain any required signatures) in a format acceptable to the Administrative Agent, to suche-mail address designated by the Administrative Agent from time to time. Each of the Agents and the Lenders hereby agrees that, unless otherwise requested by the Borrowers, to the extent such Agent or Lender delivers or furnishes any communication hereunder to the Loan Parties by electronic communications, unless receipt of such electronic communication is acknowledged by the Borrowers, such Agent or Lender will provide such notice or communication by telephone and hard copy communication as well.

(b) Each party hereto agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) (the "Platform"). Nothing in this Section 12.14 shall prejudice the right of the Administrative Agent to make the Communications available to the Lenders in any other manner specified in the Loan Documents.

(c) The Parent Borrower hereby acknowledges that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrowers or their securities) (each, a "Public Lender"). The Parent Borrower hereby agrees that (i) Communications that may not be made available to Public Lenders shall be clearly and conspicuously marked "PRIVATE" which, at a minimum, shall mean that the word "PRIVATE" shall appear prominently on the first page thereof, (ii) by not marking Communications "PRIVATE," the Parent Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Communications as either publicly available information or not material information (although it may be sensitive and proprietary) with respect

to the Parent Borrower or its securities for purposes of United States federal and state securities laws, (iii) all Communications not marked "PRIVATE" are permitted to be made available through a portion of the Platform designated "Public Lender," and (iv) the Administrative Agent shall be entitled to treat any Communications that are marked "PRIVATE" as being suitable only for posting on a portion of the Platform not designated "Public Lender."

(d) Each Lender agrees that e-mail notice to it (at the address provided pursuant to the next sentence and deemed delivered as provided in the next paragraph) specifying that Communications have been posted to the Platform shall constitute effective delivery of such Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time to ensure that the Administrative Agent has on record an effective e-mail address for such Lender to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(e) Each party hereto agrees that any electronic communication referred to in this Section 12.14 shall be deemed delivered upon the posting of a record of such communication (properly addressed to such party at the e-mail address provided to the Administrative Agent) as "sent" in the e-mail system of the sending party or, in the case of any such communication to the Administrative Agent, upon the posting of a record of such communication as "received" in the e-mail system of the Administrative Agent; *provided,* that if such communication is not so received by the Administrative Agent during the normal business hours of the Administrative Agent, such communication shall be deemed delivered at the opening of business on the next Business Day for the Administrative Agent.

(f) Each party hereto acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Communications and the Platform are provided "as is" and "as available," (iii) none of the Administrative Agents, their affiliates nor any of their respective officers, directors, employees, Administrative Agents, advisors or representatives (collectively, the "Administrative Agent Parties") warrants the adequacy, accuracy or completeness of the Communications or the Platform, and each Administrative Agent Party expressly disclaims liability for errors or omissions in any Communications or the Platform, and (iv) no warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Administrative Agent Party in connection with any Communications or the Platform.

Section 12.15 USA Patriot Act Notice. Each Lender and the Administrative Agent hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of each of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the USA PATRIOT Act. The Borrowers hereby each agree that it will provide each Lender and the Administrative Agent with such information as they may request in order to satisfy the requirement of the USA PATRIOT Act.

Section 12.16 Acknowledgement and Consent to Bail-In Action. Notwithstanding any other term of any Loan Document or any other agreement, arrangement or understanding between the parties hereto, each party hereto acknowledges and accepts any liability of any Affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution;

(b) the effects of any Bail-In Action in relation to any such liability, including, if applicable (i) a reduction, in full or in part, or cancellation of any such liability; (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under any Loan Document; and (iii) a variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 12.17 Intercreditor Agreements. Each Lender hereunder authorizes and instructs the Agents to enter into with respect to any Debt permitted hereunder which is expressly permitted to be secured by a Lien on the Collateral that is junior to the Liens securing the Indebtedness, any Acceptable Junior Lien Intercreditor Agreement as and when contemplated hereunder (including any and all amendments, amendments and restatements, modifications, supplements and acknowledgements thereto permitted hereby from time to time). The Agents and the Lenders hereby acknowledge and agree to be bound by all such provisions to the extent in effect. Notwithstanding anything herein to the contrary, each Lender, the Administrative Agent and the Collateral Agent acknowledges that the Lien and security interest granted to the Collateral Agent pursuant to the Security Instruments and the exercise of any right or remedy by the Administrative Agent and/or the Collateral Agent thereunder, are subject to the provisions of any Acceptable Junior Lien Intercreditor Agreement to the extent in effect. In the event of a conflict or any inconsistency between the terms of any Acceptable Junior Lien Intercreditor Agreement, on the one hand, and the Security Instruments, on the other, the terms of the applicable Acceptable Junior Lien Intercreditor Agreement shall prevail to the extent then in effect.

Section 12.18 Force Majeure. In no event shall the Agents be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, public emergencies, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the Agents shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 12.19 Joint and Several Liability; Etc.

(a) The Borrowers shall have joint and several liability in respect of all Indebtedness hereunder without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Lenders, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Indebtedness of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other person at any time of any right or remedy against the Borrowers or against any other person which may be or become liable in respect of all or any part of the Indebtedness or against any Collateral or guarantee therefor or right of offset with respect thereto. The Borrowers hereby acknowledge that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered a Borrowing Request) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the Loans made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of such Loans, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other Loan Document or any other agreement or instrument referred to herein or against any other person under any other guarantee of, or security for, any of such amounts owing hereunder.

(b) Without in any way affecting or limiting Section 12.19(a), (x) the Co-Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Parent Borrower on behalf of the Co-Borrower, and any such action so taken by the Parent Borrower shall be binding on the Co-Borrower and (y) the Parent Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Co-Borrower on behalf of the Parent Borrower, and any such action so taken by theCo-Borrower shall be binding on the Parent Borrower.

**[SIGNATURES BEGIN NEXT PAGE]**

The parties hereto have caused this First Lien Credit Agreement to be duly executed as of the day and year first above written.

**PARENT BORROWER:** **HORNBECK OFFSHORE SERVICES, INC.**

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

**CO-BORROWER:** **HORNBECK OFFSHORE SERVICES, LLC**

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

**ADMINISTRATIVE AGENT**:

**WILMINGTON TRUST, NATIONAL ASSOCIATION**

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

**COLLATERAL AGENT:** **WILMINGTON TRUST, NATIONAL ASSOCIATION**

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

**LENDER:**

**WHITEBOX CAJA BLANCA FUND, LP,**

By: Whitebox Caja Blanca GP LP,
its general manager

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate,
Transactions & Litigation

**WHITEBOX RELATIVE VALUE PARTNERS, L.P.**

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate,
Transactions & Litigation

**WHITEBOX GT FUND, LP**

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate,
Transactions & Litigation

**WHITEBOX MULTI-STRATEGY PARTNERS, L.P.**

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate,
Transactions & Litigation

**PANDORA SELECT PARTNERS, L.P.**

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate,
Transactions & Litigation

**1992 CO-INVEST SERIES 1-A, L.L.C.**

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief
Investment Officer

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P.**

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief
Investment Officer

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV, L.P.**

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief
Investment Officer

**ASSF IV AIV B, L.P.,** as a Lender

By: Ares Management IV, L.P.,
its general partner

By: Ares Management IV GP LLC,
its general partner

By: /s/ Aaron Rose
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOLDINGS I, L.P.,** as a Lender

By: ASOF Investment Management LLC,
its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**SA REAL ASSETS 19 LIMITED,** as a Lender

By: Ares Management LLC,
its investment manager

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**ARES CREDIT STRATEGIES INSURANCE DEDICATED FUND SERIES INTERESTS OF SALI MULTI-SERIES FUND, L.P.**, as a Lender

By: Ares Management LLC,
its investment subadvisor

By: Ares Capital Management LLC,
as subadvisor

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**ATHILON CAPITAL CORP. LLC**, as a Lender

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Signatory

**MERCED PARTNERS LIMITED PARTNERSHIP**, as a Lender

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Signatory

**MERCED PARTNERS V, L.P.**, as a Lender

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Signatory

**WFF CAYMAN II LTD.**, as a Lender

By: Wolverine Asset Management, LLC,
its investment manager

By: /s/ Kenneth L. Nadel
Name: Kenneth L. Nadel
Title: Authorized Signatory

**SCHEDULE 2.01**

**COMMITMENTS**

**SCHEDULE 7.05**

**LITIGATION**

(a) Gulf Island Shipyards, LLC ("Gulf Island") filed suit on October 2, 2018, against the Co-Borrower in the 22nd Judicial District Court in the Parish of St. Tammany, Louisiana, alleging that the Co-Borrower breached two Vessel Construction Agreements and disrupted Gulf Island's ability to perform the contracts. Gulf Island claims $38M in damages. The Co-Borrower considers these claims to be without merit, and has answered Gulf Island's lawsuit and filed counterclaims. The Co-Borrower also filed a reconventional demand against Zurich Insurance Company and Fidelity & Deposit Company of Maryland (collectively, the "Sureties") for breaching the terms of surety bonds issued by them that secured Gulf Island's obligations under each Vessel Construction Agreement. The Co-Borrower alleges breach of the bonds and bad faith. Both Gulf Island and the Sureties have filed general denials. In May 2019, the Court ruled in favor of the Co-Borrower's summary judgment motion finding that title of the hulls and inventory in the possession of Gulf Island vests with the Co-Borrower. The Court did not grant the Co-Borrower possession of the property and the Co-Borrower has filed a writ appealing the court's denial of summary judgment.

(b) Prompted by unfounded allegations made by competitors of Hornbeck Offshore Services de México, S. de R.L. de C.V. ("HOSMEX"), Marina Mercante commenced an investigation into the status of HOSMEX as a qualified naviera. HOSMEX filed Amparo proceedings in the Seventh Federal District Court of Administrative Affairs in Mexico City seeking preliminary and permanent injunctions because Marina Mercante lacks jurisdiction to perform investigations into the status of HOSMEX as a coastwise qualified shipping company under Mexican law and because HOSMEX satisfies all such conditions under Mexico's foreign investment laws. A favorable injunction was obtained by HOSMEX, which continues to operate in compliance with Mexican law. A final hearing on this matter has yet to be scheduled.

(c) The Company concluded an arbitration proceeding with Astromarítima Navegação S.A. ("Astromarítima") in Brazil in 2019. The arbitrators awarded the Company approximately $1,997,993.59, which is offset by an award in Astromaritima's favor of $908,595.92. Astromaritima is undergoing a court supervised Brazilian restructuring. It is unclear that the judgment can be collected. It is also unclear whether Astromaritima could enforce its judgment against the Company without set off.

**SCHEDULE 7.06(f)**

**PROPERTY NOT IN COMPLIANCE WITH OPA**

None.

**SCHEDULE 7.14**

**SUBSIDIARIES**

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore Services, Inc.

| | |
|---|---|
| Legal name: | Hornbeck Offshore Services, LLC |
| Legal name: | Hornbeck Offshore Transportation, LLC |
| Legal name: | HOS-IV, LLC |
| Legal name: | Hornbeck Offshore Trinidad & Tobago, LLC |
| Legal name: | Hornbeck Offshore Operators, LLC |
| Legal name: | Energy Services Puerto Rico, LLC |
| Legal name: | HOS Port II, LLC |
| Legal name: | Hornbeck Offshore International, LLC |
| Legal name: | HOS Port, LLC |
| Legal name: | Hornbeck Offshore Rigging Services & Equipment, LLC |
| Legal name: | HOS International, Inc. |
| Legal name: | Hornbeck Offshore Specialty Services, LLC |
| Legal name: | KMS 124, LLC |
| Legal name: | HOS WELLMAX Services, LLC |

The following Person is a 49% owned subsidiary of Hornbeck Offshore Services, LLC

| | |
|---|---|
| Legal name: | Hornbeck Offshore Services de México, S. de R.L. de C.V. |

The following Person is a 100% owned subsidiary of Hornbeck Offshore Services, LLC

| | |
|---|---|
| Legal name: | HOS Holding, LLC |

Each of the following Persons is a 99% owned subsidiary of Hornbeck Offshore Services, LLC and a 1% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: HOS Leasing de México, S.A. de C.V. SOFOM E.N.R.

Legal name: Hornbeck Offshore Operators de México, S. de R.L. de C.V.

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: Hornbeck Offshore Cayman, Ltd.

Legal name: HOI Holding, LLC

The following Person is a 100% owned subsidiary of Hornbeck Offshore Cayman, Ltd.

Legal name: Seahorse Crew Management, Ltd.

The following Person is a 1% owned subsidiary of Hornbeck Offshore Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: T.N. Percheron, S. de R.L. de C.V.

The following Person is a 1% owned subsidiary of Hornbeck Offshore Specialty Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: HOS de México, S. de R.L. de C.V.

The following Person is a 1% owned subsidiary of HOS Holding, LLC and a 99% owned subsidiary of HOI Holding, LLC

Legal name: HOS de México II, S. de R.L. de C.V.

Legal name: HOS de México III, S. de R.L. de C.V.

Each of the following Persons is a 0.1% owned subsidiary of Hornbeck Offshore Services, LLC and a 99.9% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: Hornbeck Offshore Navegaçao Ltda.

Legal name: HON Navegacão II, Ltda.

**SCHEDULE 7.15**

**LOCATION OF BUSINESS AND OFFICES**

| | |
|---|---|
| Legal name: | Hornbeck Offshore Services, Inc. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 2757751 |
| Legal name: | Hornbeck Offshore Services, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 2603868 |
| Legal name: | Hornbeck Offshore Transportation, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3469782 |
| Legal name: | HOS-IV, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3664519 |

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|---|---|
| Legal name: | Hornbeck Offshore Trinidad & Tobago, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3756721 |
| Legal name: | Hornbeck Offshore Operators, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 2757747 |
| Legal name: | Energy Services Puerto Rico, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3469783 |
| Legal name: | HOS Port II, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3855226 |
| Legal name: | Hornbeck Offshore International, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |

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|---|---|
| Jurisdiction of organization: | Delaware |
| Organization number: | 3920301 |
| Legal name: | HOS Port, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 4077391 |
| Legal name: | Hornbeck Offshore Rigging Services & Equipment, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 4366577 |
| Legal name: | HOS International, Inc. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 5503861 |
| Legal name: | Hornbeck Offshore Specialty Services, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 4379725 |

| | |
|---|---|
| Legal name: | KMS 124, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 5747799 |
| Legal name: | HOS WELLMAX Services, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 5812928 |
| Legal name: | HOS Holding, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization | Delaware |
| Organization number: | 6671628 |
| Legal name: | Hornbeck Offshore Services de México, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 389382 |
| Legal name: | HOS Leasing de México, S.A. de C.V. SOFOM E.N.R. |

| | |
|---|---|
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 98203 |
| Legal name: | Hornbeck Offshore Operators de México, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 390994 |
| Legal name: | Hornbeck Offshore Cayman, Ltd. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Cayman Islands |
| Organization number: | CT 145149 |
| Legal name: | HOI Holding, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 6671625 |
| Legal name: | Seahorse Crew Management, Ltd. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Cayman Islands |

| | |
|---|---|
| Organization number: | CT 145162 |
| Legal name: | T.N. Percheron, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 5252911 |
| Legal name: | HOS de México, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 5250481 |
| Legal name: | HOS de México II, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | N2018024136 |
| Legal name: | HOS de México III, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300 Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | N2019083733 |

| | |
|---|---|
| Legal name: | Hornbeck Offshore Navegação Ltda. |
| Current location of chief executive office or principal place of business: | Avenida Paisagista José Silva de Azevado Neto no. 200, Bloco 6, salas 313, 314, 315, 316 and 317, Barra da Tijuca, Rio de Janeiro, RJ CEP 22.775-056 |
| Jurisdiction of organization: | Brazil |
| Organization number: | 11.022.104/0001-13 |
| Legal name: | HON Navegacão II, Ltda. |
| Current location of chief executive office or principal place of business: | Rua Sá e Albuquerque N454, Sala 2D Jaraguá, Maceió, AL CEP57.022-180 |
| Jurisdiction of organization: | Brazil |
| Organization number: | 25.295.865/0001-53 |

**SCHEDULE 7.16**

**PROPERTIES; TITLES, ETC.**

7.16(a)

| VESSEL NAME | RECORD OWNER | OFFICIAL NUMBER | I.M.O NO. (IF ANY) | FLAG | NOTES |
|---|---|---|---|---|---|
| Kemosabe | Hornbeck Offshore Operators, LLC | 1190172 | N/A | United States | Vessel is not coastwise endorsed |
| HOSLift | HOS Port, LLC | 1259887 | N/A | United States | Vessel is not coastwise endorsed |

7.16(d)

None.

**SCHEDULE 7.17**

**HEDGING OBLIGATIONS**

None.

**SCHEDULE 8.11(b)**

**VESSEL REFLAGGING TRANSACTION INFORMATION**

| U.S. FLAGGED VESSEL NAME | CLASS | CATEGORY | VALUE | EFFECTIVE DATE LOW SPEC SPECIFIED VESSELS |
|---|---|---|---|---|
| HOS Super H | 200 Class | Low-Spec OSV | $ 570,000 | Yes |
| HOS Explorer | 200 Class | Low-Spec OSV | $ 520,000 | Yes |
| HOS Voyager | 200 Class | Low-Spec OSV | $ 460,000 | Yes |
| HOS Pioneer | 200 Class | Low-Spec OSV | $ 670,000 | Yes |
| HOS Beaufort | 200 Class | Low-Spec OSV | $ 830,000 | Yes |
| HOS Douglas | 200 Class | Low-Spec OSV | $1,010,000 | Yes |
| HOS Nome | 200 Class | Low-Spec OSV | $1,030,000 | Yes |
| HOS Cornerstone | 240 Class | Low-Spec OSV | $ 980,000 | Yes |
| HOS Innovator | 240 Class | Low-Spec OSV | $1,230,000 | Yes |
| HOS Dominator | 240 Class | Low-Spec OSV | $1,440,000 | Yes |
| HOS Beignet | 240 Class | Hi-Spec OSV | $1,280,000 | Yes |
| HOS Boudin | 240 Class | Hi-Spec OSV | $1,140,000 | Yes |
| HOS Bourre | 240 Class | Hi-Spec OSV | $1,000,000 | Yes |
| HOS Coquille | 240 Class | Hi-Spec OSV | $1,090,000 | Yes |
| HOS Cayenne | 240 Class | Hi-Spec OSV | $ 920,000 | Yes |
| HOS Chicory | 240 Class | Hi-Spec OSV | $1,100,000 | Yes |
| HOS Bluewater | 240ED Class | Hi-Spec OSV | $2,070,000 | No |
| HOS Gemstone | 240ED Class | Hi-Spec OSV | $2,150,000 | No |
| HOS Greystone | 240ED Class | Hi-Spec OSV | $2,240,000 | No |
| HOS Silverstar | 240ED Class | Hi-Spec OSV | $2,370,000 | No |
| HOS Polestar | 240ED Class | Hi-Spec OSV | $4,640,000 | No |
| HOS Shooting Star | 240ED Class | Hi-Spec OSV | $4,630,000 | No |

| | | | | |
|---|---|---|---|---|
| HOS North Star | 240ED Class | Hi-Spec OSV | $ 4,880,000 | No |
| HOS Lode Star | 240ED Class | Hi-Spec OSV | $ 4,960,000 | No |
| HOS Resolution | 250EDF Class | Hi-Spec OSV | $ 4,920,000 | No |
| HOS Mystique | 250EDF Class | Hi-Spec OSV | $16,460,000 | No |
| HOS Pinnacle | 250EDF Class | Hi-Spec OSV | $ 5,840,000 | No |
| HOS Windancer | 250EDF Class | Hi-Spec OSV | $ 6,000,000 | No |
| HOS Wildwing | 250EDF Class | Hi-Spec OSV | $ 6,240,000 | No |
| HOS Brimstone | 265 Class | Hi-Spec OSV | $ 2,120,000 | No |
| HOS Stormridge | 265 Class | Hi-Spec OSV | $ 2,180,000 | No |
| HOS Sandstorm, | 265 Class | Hi-Spec OSV | $ 2,230,000 | No |
| HOS Red Dawn | 300 Class | Ultra Hi-Spec OSV | $16,390,000 | No |
| HOS Red Rock | 300 Class | Ultra Hi-Spec OSV | $18,470,000 | No |
| HOS Black Foot | 310 Class | Ultra Hi-Spec OSV | $22,690,000 | No |
| HOS Black Rock | 310 Class | Ultra Hi-Spec OSV | $23,030,000 | No |
| HOS Black Watch | 310 Class | Ultra Hi-Spec OSV | $23,520,000 | No |
| HOS Briarwood | 310 Class | Ultra Hi-Spec OSV | $23,020,000 | No |
| HOS Commander | 320 Class | Ultra Hi-Spec OSV | $20,930,000 | No |
| HOS Carolina | 320 Class | Ultra Hi-Spec OSV | $21,750,000 | No |
| HOS Claymore | 320 Class | Ultra Hi-Spec OSV | $21,730,000 | No |
| HOS Captain | 320 Class | Ultra Hi-Spec OSV | $22,890,000 | No |
| HOS Clearview | 320 Class | Ultra Hi-Spec OSV | $23,380,000 | No |
| HOS Crockett | 320 Class | Ultra Hi-Spec OSV | $23,800,000 | No |
| HOS Caledonia | 320 Class | Ultra Hi-Spec OSV | $24,370,000 | No |
| HOS Cedar Ridge | 320 Class | Ultra Hi-Spec OSV | $25,860,000 | No |
| HOS Carousel | 320 Class | Ultra Hi-Spec OSV | $25,170,000 | No |

**SCHEDULE 8.14-1**

**VESSEL COLLATERAL***

* Each Vessel indicated with an asterisk is not required, as of the Effective Date, to be subjected to a Maritime Mortgage in favor of the Collateral Agent or to satisfy the Vessel Collateral Requirements until such Vessel's (i) delivery to any Loan Party, and (ii) documentation with the U.S. Coast Guard, unless such Vessel shall constitute an Excluded Vessel.

| VESSEL NAME | RECORD OWNER | OFFICIAL NUMBER | I.M.O NO. (IF ANY) | FLAG |
|---|---|---|---|---|
| HOS Achiever | Hornbeck Offshore Services, LLC | 1759 | 9414163 | Vanuatu |
| HOS Bayou | Hornbeck Offshore Services, LLC | 1244577 | 9647681 | United States |
| HOS Beaufort | Hornbeck Offshore Services, LLC | 1076186 | 9208887 | United States |
| HOS Beignet | Hornbeck Offshore Services, LLC | 1097129 | 9240184 | United States |
| HOS Black Foot | Hornbeck Offshore Services, LLC | 1244582 | 9647693 | United States |
| HOS Black Rock | Hornbeck Offshore Services, LLC | 1244583 | 9647708 | United States |
| HOS Black Watch | Hornbeck Offshore Services, LLC | 1244581 | 9647710 | United States |
| HOS Bluewater | Hornbeck Offshore Services, LLC | 1136268 | 9273480 | United States |
| HOS Boudin | Hornbeck Offshore Services, LLC | 1088474 | 9229922 | United States |
| HOS Bourre | Hornbeck Offshore Services, LLC | 1076184 | 9216377 | United States |
| HOS Brass Ring | Hornbeck Offshore Navegação Ltda. | 15137 | 9672636 | Brazil |
| HOS Briarwood | Hornbeck Offshore Services, LLC | 1244594 | 9672648 | United States |
| HOS Brigadoon | HOS de Mexico, S. de R.L. de C.V. | 27013434324 | 9207596 | Mexico |

| | | | | |
|---|---|---|---|---|
| HOS Brimstone | Hornbeck Offshore Services, LLC | 1124426 | 9271016 | United States |
| HOS Browning | HOS de Mexico II, S. de R.L. de C.V. | 31015887326 | 9587398 | Mexico |
| HOS Caledonia | Hornbeck Offshore Services, LLC | 1244585 | 9647629 | United States |
| HOS Captain | Hornbeck Offshore Services, LLC | 1244589 | 9647590 | United States |
| HOS Carolina | Hornbeck Offshore Services, LLC | 1244587 | 9647576 | United States |
| HOS Carousel | Hornbeck Offshore Services, LLC | 1246522 | 9672600 | United States |
| HOS Cayenne | Hornbeck Offshore Services, LLC | 1076117 | 9207182 | United States |
| HOS Cedar Ridge | Hornbeck Offshore Services, LLC | 1246521 | 9672595 | United States |
| HOS Centerline | Hornbeck Offshore Services, LLC | 981472 | 9040546 | United States |
| HOS Chicory | Hornbeck Offshore Services, LLC | 1076182 | 9224934 | United States |
| HOS Claymore | Hornbeck Offshore Services, LLC | 1244588 | 9647588 | United States |
| HOS Clearview | Hornbeck Offshore Services, LLC | 1244579 | 9647605 | United States |
| HOS Colt | HOS de Mexico II, S. de R.L. de C.V. | 31015910322 | 9686156 | Mexico |
| HOS Commander | Hornbeck Offshore Services, LLC | 1244578 | 9647564 | United States |
| HOS Coquille | Hornbeck Offshore Services, LLC | 1076183 | 9219848 | United States |
| HOS Coral | HOS de Mexico II, S. de R.L. de C.V. | 31015878326 | 9518622 | Mexico |
| HOS Cornerstone | Hornbeck Offshore Trinidad and Tobago, LLC | 1091051 | 9227065 | United States |

| | | | | |
|---|---|---|---|---|
| HOS Crestview | HOS de Mexico II, S. de R.L. de C.V. | 31015879326 | 9647631 | Mexico |
| HOS Crockett | Hornbeck Offshore Services, LLC | 1244584 | 9647617 | United States |
| HOS Crossfire | Hornbeck Offshore Services, LLC | 31014661325 | 9203459 | Mexico |
| HOS Dakota | HOS de Mexico, S. de R.L. de C.V. | 31014660323 | 9207601 | Mexico |
| HOS Deepwater | HOS de Mexico, S. de R.L. de C.V. | 27013417227 | 9221841 | Mexico |
| HOS Dominator | Hornbeck Offshore Services, LLC | 1122403 | 9265811 | United States |
| HOS Douglas | Hornbeck Offshore Services, LLC | 1088475 | 9234551 | United States |
| HOS Explorer | HOS-IV, LLC | 1076230 | 8964410 | United States |
| HOS Gemstone | Hornbeck Offshore Services, LLC | 1141952 | 9270995 | United States |
| HOS Greystone | Hornbeck Offshore Services, LLC | 1144440 | 9271004 | United States |
| HOS Hawke | Hornbeck Offshore Services, LLC | 2451 | 9214630 | Vanuatu |
| HOS Innovator | Hornbeck Offshore Services, LLC | 1108573 | 9251808 | United States |
| HOS Iron Horse | HOS de Mexico II, S. de R.L. de C.V. | 31015893326 | 9457050 | Mexico |
| HOSLift | HOS Port, LLC | 1259887 | N/A | United States |
| HOS Lode Star | Hornbeck Offshore Services, LLC | 1205155 | 9472440 | United States |
| HOS Mystique | Hornbeck Offshore Services, LLC | 1205143 | 9472323 | United States |
| HOS Navegante | Hornbeck Offshore Services, LLC | 2247 | 9214953 | Vanuatu |
| HOS Nome | Hornbeck Offshore Services, LLC | 1097128 | 9236884 | United States |
| HOS North Star | Hornbeck Offshore Services, LLC | 1205154 | 9472438 | United States |
| HOS Pinnacle | Hornbeck Offshore Services, LLC | 1205149 | 9472385 | United States |
| HOS Pioneer | HOS-IV, LLC | 1091418 | 8964434 | United States |
| HOS Polestar | Hornbeck Offshore Services, LLC | 1205152 | 9472414 | United States |
| HOS Red Dawn | Hornbeck Offshore Services, LLC | 1244590 | 9647643 | United States |
| HOS Red Rock | Hornbeck Offshore Services, LLC | 1244591 | 9647655 | United States |

| | | | | |
|---|---|---|---|---|
| HOS Remington | HOS de Mexico II, S. de R.L. de C.V. | 31015886329 | 9686144 | Mexico |
| HOS Renaissance | HOS de Mexico II, S. de R.L. de C.V. | 31016079324 | 9647667 | Mexico |
| HOS Resolution | Hornbeck Offshore Services, LLC | 1205144 | 9472335 | United States |
| HOS Ridgewind | HOS de Mexico II, S. de R.L. de C.V. | 31016074324 | 9260706 | Mexico |
| HOS Riverbend | Hornbeck Offshore Services, LLC | 1244595 | 9647679 | United States |
| HOS Sandstorm | Hornbeck Offshore Services, LLC | 1124424 | 9246865 | United States |
| HOS Saylor | Hornbeck Offshore Services, LLC | 2480 | 9214941 | Vanuatu |
| HOS Shooting Star | Hornbeck Offshore Services, LLC | 1205153 | 9472426 | United States |
| HOS Silver Arrow | HOS de Mexico II, S. de R.L. de C.V. | 31015882322 | 9495533 | Mexico |
| HOS Silverstar | Hornbeck Offshore Services, LLC | 1144439 | 9273478 | United States |
| HOS Stormridge | Hornbeck Offshore Services, LLC | 1124421 | 9246877 | United States |
| HOS Strongline | Hornbeck Offshore Services, LLC | 988333 | 9040534 | United States |
| HOS Super H | Hornbeck Offshore Services, LLC | 1075422 | 9206683 | United States |
| HOS Sweet Water | HOS de Mexico II, S. de R.L. de C.V. | 31015892321 | 9495545 | Mexico |
| HOS Thunderfoot | HOS de Mexico, S. de R.L. de C.V. | 04013741323 | 9211937 | Mexico |
| HOS Voyager | HOS-IV, LLC | 1065076 | 8964915 | United States |
| HOS Warhorse* | Hornbeck Offshore Services, LLC | 1258860 | 9696591 | Application filed to document under United States flag |
| HOS Warland | Hornbeck Offshore Services, LLC | 1253611 | 9742704 | United States |
| HOS Wild Horse* | Hornbeck Offshore Services, LLC | 1258861 | 9696606 | Application filed to document under United States flag |
| HOS Wildwing | Hornbeck Offshore Services, LLC | 1205151 | 9472402 | United States |

| | | | | |
|---|---|---|---|---|
| HOS Winchester | HOS de Mexico II, S. de R.L. de C.V. | 3105891327 | 9490064 | Mexico |
| HOS Windancer | Hornbeck Offshore Services, LLC | 1205150 | 9472397 | United States |
| HOS Woodland | Hornbeck Offshore Services, LLC | 1253612 | 9742716 | United States |
| Kemosabe | Hornbeck Offshore Operators, LLC | 1190172 | N/A | United States |

**SCHEDULE 8.14-2**

**VESSEL COLLATERAL REQUIREMENTS**

The following requirements shall be met with respect to any Vessel Collateral (including when any Vessel Collateral is reflagged) within the applicable time period specified in the Agreement:

(a) the owner of such Vessel Collateral shall be or shall have become a Loan Party, and such owner and any bareboat charterer of such Vessel Collateral that is a Loan Party shall have: (i) duly authorized, executed and delivered (A) if necessary, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement in form and substance satisfactory to the Collateral Agent; (B) an Assignment of Insurances and the related notice of assignment with respect to such Vessel Collateral documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama, or Vanuatu flags, and the HOS CROSSFIRE; (C) a Mexican Non-Possessory Pledge Agreement and the related pledge incorporation notice with respect to such Mexican-flag Vessel Collateral; (D) an assignment of insurances and related notice of assignment comparable to the Assignment of Insurances and related notice of assignment in form and substance satisfactory to the Collateral Agent with respect to such Vessel Collateral registered under the Brazil flag or under another flag not specified in this Schedule; and (E) with respect to the owner of such Vessel Collateral, a Maritime Mortgage with respect to such Vessel Collateral; and (ii) with respect to the owner of such Vessel Collateral, caused such Maritime Mortgage to be filed and recorded or registered in accordance with the laws of the applicable flag jurisdiction in which such Vessel Collateral is registered and such Maritime Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable perfected first preferred or first priority mortgage lien upon such Vessel Collateral under the laws of such applicable flag jurisdiction subject only to Permitted Maritime Liens;

(b) all filings, deliveries of instruments and other actions necessary or desirable in the reasonable opinion of the Collateral Agent to perfect and preserve the security interests described in clause (a) above under the laws of the applicable flag jurisdiction in which such Vessel Collateral is registered and (if required) in the jurisdiction of organization of the owner and any bareboat charterer of such Vessel Collateral shall have been duly effected (provided that the foreign Maritime Mortgages and other related security interests shall become effective within the applicable time period specified in the Agreement) and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to it and such customary legal opinions reasonably satisfactory to it; and

(c) the Collateral Agent shall have received each of the following within the applicable time period specified in the Agreement:

(i) except with respect to Stacked Vessels or Vessels that are not classed, a copy of the certificate of class issued by the American Bureau of Shipping or such other classification society that is a member of the International Association of Classification Societies, which is valid and unexpired, showing the Vessel Collateral to be free of overdue recommendations affecting class and an affidavit

executed by a Responsible Officer or the vessel documentation manager (who is responsible for managing the class of the Vessels) of the Borrowers not more than ten (10) days prior to the date such Vessel becomes Vessel Collateral attesting that the Vessel Collateral is in class and free of overdue recommendations affecting class as of the date of such affidavit;

(ii) a vessel title abstract, a certificate of ownership and encumbrance or transcript of register or other equivalent certificate confirming registration of such Vessel Collateral under the law and flag of the applicable flag jurisdiction, the record owner of the Vessel Collateral and all Liens of record (which may only be Permitted Maritime Liens) for such Vessel Collateral, such certificate to be issued within forty-five (45) days after the date any such Vessel documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama, or Vanuatu flag becomes Vessel Collateral and within sixty (60) days after the date any such Vessel registered under another flag becomes Vessel Collateral, and in a form reasonably satisfactory to the Collateral Agent and the Administrative Agent;

(iii) with respect to such Vessel Collateral documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama, or Vanuatu flag:

(A) a customary letter of undertaking addressed to the Collateral Agent and the Administrative Agent, issued by the protection and indemnity association in which such Vessel Collateral (other than any such Vessel Collateral so long as it is operating in Mexican waters, the KEMOSABE, and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) is entered;

(B) copies of certificates of entry for such Vessel Collateral (other than for any such Vessel Collateral so long as it is operating in Mexican waters, the KEMOSABE, and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect), issued by the protection and indemnity association in which such Vessel Collateral is entered reflecting the endorsement of the loss payable clause required under the applicable Assignment of Insurances or Maritime Mortgage;

(C) a certificate of insurances and a combined broker's letter of undertaking and report, addressed to and in form and scope reasonably acceptable to the Collateral Agent and the Administrative Agent, from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the insurance requirements of the applicable Maritime Mortgage, the acceptance or acknowledgment by the underwriters of notice of assignment of insurances, and the endorsement of loss payable clauses on the policies, and containing such other confirmations and undertakings as are customary for the marine

insurance market for the offshore service vessel industry and otherwise in conformity with the insurance requirements of the applicable Maritime Mortgage (other than for any such Vessel Collateral with respect to protection and indemnity cover so long as it is operating in Mexican waters, and except for the requirements with respect to the KEMOSABE and the HOSLIFT (so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) to name the Administrative Agent and/or the Collateral Agent as an additional insured, to waive subrogation against the Administrative Agent and/or the Collateral Agent, obtain acceptance or acknowledgment of notice of assignment of insurances, and to endorse loss payable clauses on the policies);

(D) a fleet premium lien waiver issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral (other than for the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect);

(E) a joint policy signature endorsement issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect); and

(F) in the case of the KEMOSABE and the HOSLIFT, a certificate of insurances in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders;

(iv) with respect to such Vessel Collateral registered under the Mexican flag:

(A) a customary letter of undertaking issued by the Mexican underwriter of the Mexican fronting policies concerning the protection and indemnity cover for such Vessel Collateral;

(B) copies of certificates of entry for reinsurance for such Vessel Collateral issued by the protection and indemnity association in which such Vessel Collateral is entered;

(C) evidence that the loss payable clause in the Maritime Mortgage on such Vessel Collateral (each a "Mexican Maritime Mortgage") has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the protection and indemnity cover for such Vessel Collateral;

(D) a combined broker's letter of undertaking and report, addressed to and in form and scope reasonably acceptable to the Collateral Agent and the Administrative Agent, from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and Administrative Agent, confirming the particulars and placement of the Mexican hull and machinery and protection and indemnity

insurances covering such Vessel Collateral and its compliance with the insurance requirements of the Mexican Maritime Mortgage, the endorsement of loss payable clauses on the policies, and containing such confirmations and undertakings as are customary for the marine insurance market for the offshore service vessel industry;

(E) evidence that the loss payable clause in the Mexican Maritime Mortgage has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the hull and machinery policies for such Vessel Collateral; and

(F) a fleet premium lien waiver issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral;

(v) in addition to the applicable requirements under clause (c)(iii) or (c)(vi) of this Schedule, with respect to any Vessel Collateral not registered under the Mexico flag so long as it is operating in Mexican waters:

(A) a customary letter of undertaking issued by the Mexican underwriter of the Mexican fronting policies concerning the protection and indemnity cover for such Vessel Collateral;

(B) copies of the certificate of entry for reinsurance for such Vessel Collateral issued by the protection and indemnity association in which such Vessel Collateral is entered;

(C) evidence that the loss payable clause in the same form as required under the form Mexican Maritime Mortgage has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the protection and indemnity cover for such Vessel Collateral;

(D) a combined broker's letter of undertaking and report from the Borrowers' marine insurance broker for the protection and indemnity cover required under Mexican law with respect to such Vessel Collateral; and

(E) a fleet premium lien waiver issued by the Borrowers' marine insurance broker for the protection and indemnity cover required under Mexican law with respect to such Vessel Collateral;

(vi) with respect to such Vessel Collateral registered under the Brazil flag and any other flag not herein specified: a certificate of insurances (including Hull and Machinery Insurance and P&I Club Insurance) and a certificate of entry for such Vessel Collateral or other evidence of insurance in form and substance reasonably satisfactory to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the insurance requirements of the applicable Maritime Mortgage, the acceptance or acknowledgment by the underwriters of the endorsement of total loss payable clauses on the policies;

(vii) mortgagee's interest insurance and mortgagee's interest additional perils (pollution) insurance risks covering the Vessel Collateral in favor of the Collateral Agent, as trustee/mortgagee, for the benefit of the Secured Parties;

(viii) a report from an independent marine insurance consultant appointed by the Collateral Agent and the Administrative Agent confirming the adequacy of the marine insurances covering the Vessel Collateral; and

(ix) a legal opinion from counsel to the Borrowers and other Loan Parties in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders (and, to the extent that such opinion only covers the proper filing of the Maritime Mortgage but not the proper recordation thereof, an agreement to provide a follow-up legal opinion).

**SCHEDULE 8.14-3**

**EFFECTIVE DATE MATERIAL REAL PROPERTY INTERESTS**

**(a) Owned Real Property**

| Name of Borrower/ Guarantor | Address of Real Estate | Description |
|---|---|---|
| Hornbeck Offshore Operators, LLC | 14082 West Club Deluxe Road Hammond, LA 70403 | Warehouse |

**(b) Leasehold Interests**

| Name of Borrower/ Guarantor | Address of Real Estate | Name of Landlord | Description |
|---|---|---|---|
| HOS Port, LLC | 1 Norman Doucet Dr., Golden Meadow, LA 70357 | Greater LaFourche Port Commission | HOS Port (GLF601 Port Lease) |
| HOS Port, LLC | 11 Norman Doucet Dr., Golden Meadow, LA 70357 | Greater LaFourche Port Commission | HOS Port (GLF602 Port Lease) |

**SCHEDULE 8.17**

**POST-CLOSING UNDERTAKINGS**

***Real Property Undertakings***

1. As soon as reasonably practicable but in any event within thirty (30) days following the Effective Date, the Administrative Agent shall have received recent Lien search results evidencing that no Liens exist on any Material Real Property Interest, other than those certain Permitted Encumbrances referenced in the Mortgages entered into in connection with this Agreement and the Exit Second Lien Credit Agreement and, such Lien Search results to be in the form of (i) mortgage certificates issued by the Clerks of Court for the Parishes in which the Material Real Property Interests are located, and (ii) UCC-11s issued by or on behalf of the Louisiana Secretary of State in the name of HOS Port, LLC and Hornbeck Offshore Operators, LLC.

2. As soon as reasonably practicable but in any event within forty-five (45) days following the Effective Date, the applicable Loan Parties shall or shall cause, the registration or recordation of or delivery of, as applicable:

   (a) a Superpriority Act of Leasehold Mortgage, Pledge of Leases and Security Agreement between HOS Port, LLC, as mortgagor and the Collateral Agent, as mortgagee in respect of (i) that certain tract of land pursuant to a contract of lease dated December 12, 2002, originally by and between Greater Lafourche Port Commission, as lessor, and Rowan Marine Services, Inc., as lessee, registered in COB 1519, page 166, under Entry No. 928941, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time), together with an appropriate UCC-1 fixture filing with respect to leasehold improvements owned by HOS Port, LLC (the "**Port Fourchon, South Yard Leasehold**"), and (ii) that certain tract of land pursuant to a contract of lease dated January 1, 2003, originally by and between Greater Lafourche Port Commission, as lessor, and ASCO USA, L.L.C., as lessee, registered in COB 1524, page 691, under Entry No. 932370, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time), together with an appropriate UCC-1 fixture filing with respect to leasehold improvements owned by HOS Port, LLC (the "**Port Fourchon, North Yard Leasehold**");

   (b) a Superpriority Act of Mortgage and Security Agreement between Hornbeck Offshore Operators, LLC, as mortgagor and the Collateral Agent, as mortgagee relating to that certain warehouse located as 14802 West Club De Luxe Road, Hammond, Louisiana, 70403, together with an appropriate UCC-1 fixture filing (the "**Hammond Property**");

(c) a Nondisturbance, Attornment, Landlord's Consent and Estoppel Agreement (First Lien Mortgage) between Greater Lafourche Port Commission, as landlord, HOS Port, LLC, as tenant and the Collateral Agent, as mortgagee relating to the Port Fourchon, South Yard Leasehold, with respect to the mortgage required pursuant to Item 2(a), and upon execution of any new mortgage upon the Port Fourchon, South Yard Leasehold required by the Administrative Agent in connection with the Final Order; and

(d) a Nondisturbance, Attornment, Landlord's Consent and Estoppel Agreement (First Lien Mortgage) between Greater Lafourche Port Commission, as landlord, HOS Port, LLC, as tenant and the Collateral Agent, as mortgagee relating to the Port Fourchon, North Yard Leasehold, with respect to the mortgage required pursuant to Item 2(a), and upon execution of any new mortgage upon the Port Fourchon, North Yard Leasehold required by the Administrative Agent in connection with the Final Order;

(e) [reserved];

(f) a legal opinion of counsel to the Borrowers as to the capacity of HOS Port, LLC regarding due authorization, execution and enforceability of the mortgage identified in Item 2(a) above, and financing statements, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders; and

(g) a legal opinion of counsel to the Borrowers as to the capacity of Hornbeck Offshore Operators, LLC regarding due authorization, execution and enforceability of the mortgage identified in Item 2(b) above, and financing statements, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders.

3. As soon as reasonably practicable but in any event upon within forty-five (45) days following the Effective Date, the Real Property Interests shall be insured against loss or damage, and the Loan Parties shall cause the Collateral Agent to be named as loss payee, as trustee/mortgagee, and as an additional insured with respect to the insurance policies required in accordance with Section 8.08(b) of this Agreement.

***Maritime Undertakings***

1. **Maritime Mortgage-Related Documentation**

As soon as reasonably practicable after the Effective Date but in any event:

(a) within forty-five (45) days following the Effective Date, the Administrative Agent shall have received copies of the recorded Maritime Mortgages for the U.S.-flag and Vanuatu-flag Vessels received from the relevant Governmental Authority; and

(b) within forty-five (45) days following the Effective Date, the Administrative Agent shall have received Abstracts of Title for the U.S.-flag Vessels and Certificates of Ownership and Encumbrance for the Vanuatu-flag Vessels, reflecting that the respective Maritime Mortgages have been recorded.

2. Upon receipt of items 1(a) and 1(b) (above), the Administrative Agent shall have received a legal opinion of special maritime counsel to the Borrowers regarding the proper recordation of the Maritime Mortgages for the U.S.-flag and Vanuatu-flag Vessels.

3. **Insurance-Related Documentation**

With respect to the U.S.-flag and Vanuatu-flag Vessel Collateral, as soon as reasonably practicable after the Effective Date but in any event:

(a) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received a customary letter of undertaking issued by the protection and indemnity association ("**P&I Club**") in which the Vessel Collateral (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) is entered;

(b) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received copies of the new Certificates of Entry for the Vessel Collateral (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) issued by the P&I Club reflecting the endorsement of the loss payable clause;

(c) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received certificates of insurance and a combined broker's letter of undertaking and report from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the provisions of this Agreement, the acceptance or acknowledgment by the underwriters of notice of assignment of insurances, and the endorsement of loss payable clauses on the policies, and containing such other confirmations and undertakings as are customary in the marine insurance market for the domestic

offshore service vessel industry and otherwise in conformity with the insurance requirements of the applicable Maritime Mortgages (except for the requirements with respect to the KEMOSABE and the HOSLIFT (so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) to name the Administrative Agent and/or the Collateral Agent as an additional insured, to waive subrogation against the Administrative Agent and/or the Collateral Agent, obtain acceptance or acknowledgement of notice of assignment of insurances, and to endorse loss payable clauses on the policies);

(d) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received a fleet premium lien waiver issued by the Borrowers' marine insurance broker (other than for the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect);

(e) within seven (7) Business Days following the Effective Date, the Administrative Agent shall have received duly executed and delivered counterparts (in such numbers as may be required by the Administrative Agent) of the Assignment of Insurances with respect to the Vessel Collateral, signed by each Loan Party that owns such Vessel Collateral;

(f) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received joint policy signature endorsement issued by the Borrowers' marine insurance broker (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect);

(g) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received (i) a certificate of insurances for the KEMOSABE and the HOSLIFT in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders;

(h) within fifteen (15) Business Days following the Effective Date, the Administrative Agent and/or Collateral Agent shall have received a report from an independent marine insurance consultant appointed by the Collateral Agent and the Administrative Agent confirming the adequacy of the marine insurances covering the Vessel Collateral, in satisfaction of clause (c)(viii) of the Vessel Collateral Requirements; and

(i) within forty-five (45) days following the Effective Date, the Administrative Agent shall have received mortgagee's interest insurance and mortgagee's interest additional perils (pollution) insurance risks covering the Vessel Collateral in favor of the Collateral Agent, as trustee/mortgagee, for the benefit of the Secured Parties.

***Mexican Undertakings***

For the purpose of this section entitled "Mexican Undertakings", "**Mexican Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York or Mexico (including for payment, settlement and clearing in Mexico), or the Maritime Public Registry of Mexico city or the Registry of Liens Over Movable Assets, are authorized or required by law to remain closed.

1. **Mexican Non-Possessory Pledge Agreements**

(a) Within seven (7) Mexican Business Days following the date of execution of the Mexican law governed non-possessory pledge agreements (the "**Mexican Non-Possessory Pledge Agreements**") over all or substantially all of the assets of each of Hornbeck Offshore Services de Mexico, S. de R.L. de C.V. ("**HOS MEX**"), HOS de Mexico, S. de R.L. de C.V. ("**HOS de MEX**") and HOS de Mexico II, S. de R.L. de C.V. ("**HOS de MEX II**", and together with HOS MEX and HOS de MEX, the "**Mexican Guarantors**"), between the Collateral Agent, as pledgee and each Mexican Guarantor, as pledgor, the Parent Borrower shall cause each Mexican Guarantor to deliver a duly executed power of attorney in favor of the Collateral Agent in accordance with the applicable Mexican Non-Possessory Pledge Agreement and in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders.

(b) Within five (5) Mexican Business Days following the date of execution of the Mexican Non-Possessory Pledge Agreements, the Parent Borrower shall register, or shall cause the registration of each Mexico Non-Possessory Pledge Agreement before the Sole Registry of Liens Over Movable Assets (*Registro Único de Garantías Mobiliarias*) of Mexico.

(c) Within three (3) Mexican Business Days following the date of execution of the Mexican Non-Possessory Pledge Agreements, the Parent Borrower shall deliver, or shall cause the delivery of, a pledge incorporation notice with respect to insurances pledged thereunder to the insurer(s) in accordance with the applicable Mexican Non-Possessory Pledge Agreements.

2. **Mexican Maritime Mortgage**

(a) Within five (5) Mexican Business Days following the execution of any Mexican law governed maritime mortgage agreement (the "**Mexican Maritime Mortgages**") over any Vessels owned by HOS de MEX, HOS de MEX II and theCo-Borrower, between, among others, HOS de MEX, HOS de MEX II or the Co-Borrower (as applicable), as mortgagor and the Collateral Agent, as mortgagee, with the acknowledgment of HOS MEX (as applicable), the Parent Borrower shall cause to have submitted for registration such Mexican Maritime Mortgage with the National Maritime Public Registry of Mexico.

(b) Within five (5) Mexican Business Days following the date of execution of any Mexican Maritime Mortgages, the Parent Borrower shall cause each of HOS MEX, HOS de MEX II and the Co-Borrower to deliver a duly executed power of attorney in favor of the Collateral Agent as set forth in and pursuant to applicable Mexican Maritime Mortgage.

(c) As soon as reasonably practicable but in any event within sixty (60) Mexican Business Days following the Effective Date, the Administrative Agent shall have received Certificates Evidencing the Entries made in the Relevant Maritime Folio issued by the Mexican Public Maritime Registry for the Vessels registered under Mexico Flag reflecting no Liens of record encumbering such Vessel Collateral under Mexico law other than those Liens created pursuant to any Maritime Mortgages entered into in connection with the Exit Second Lien Credit Agreement and this Agreement.

(d) With respect to the Mexican-flag Vessel Collateral, as soon as reasonably practicable after the Effective Date but in any event:

i. within sixty (60) days following the Effective Date, the Administrative Agent shall have received a customary letter of undertaking issued by the Mexican underwriter of the Mexican fronting policies concerning the protection and indemnity cover for such Vessel Collateral;

ii. within thirty (30) days following the Effective Date, copies of certificates of entry for reinsurance for such Vessel Collateral issued by the protection and indemnity association in which such Vessel Collateral is entered;

iii. within sixty (60) days following the Effective Date, evidence that the loss payable clause in the Mexican Maritime Mortgage on such Vessel Collateral has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the protection and indemnity cover for such Vessel Collateral;

iv. within thirty (30) days following the Effective Date, a combined broker's letter of undertaking and report, addressed to and in form and scope reasonably acceptable to the Collateral Agent and the Administrative Agent, from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and Administrative Agent, confirming the particulars and placement of the Mexican hull and machinery and protection and indemnity insurances covering such Vessel Collateral and its compliance with the insurance requirements of the Mexican Maritime Mortgage, the endorsement of loss payable clauses on the policies, and containing such confirmations and undertakings as are customary for the marine insurance market for the offshore service vessel industry;

v. within sixty (60) days following the Effective Date, evidence that the loss payable clause in the Mexican Maritime Mortgage has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the hull and machinery policies for such Vessel Collateral;

vi. within thirty (30) days following the Effective Date, a fleet premium lien waiver issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral; and

vii. with respect to the HOS CROSSFIRE only, within seven (7) Business Days following the Effective Date, the Administrative Agent shall have received a duly executed and delivered counterpart (in such numbers as may be required by the Administrative Agent) of the Assignment of Insurances with respect to the HOS CROSSFIRE, among others, as described in Item 3(e) under the Maritime Undertakings of this Schedule, signed by the Loan Party that owns the HOS CROSSFIRE.

3. **Mexican Equity Interest Pledge Agreements / Mexican Stock Pledge Agreement**

(a) Upon the date of execution of the Mexican law governed stock pledge agreement (the "**Mexican Stock Pledge Agreement**") over the shares in HOS Leasing de México, S.A. de C.V. ("**HOS Leasing**"), between the Collateral Agent, as pledgee, each of Hornbeck Offshore Services, LLC and Hornbeck Offshore International, LLC, as pledgor (each a "**Pledgor**") and HOS Leasing, as company, the Parent Borrower shall cause HOS Leasing to deliver (i) all original share certificates representing the pledged shares, duly endorsed "*in pledge*" (*en prenda*) in favor of the Collateral Agent and (ii) a certified copy of the stock registry book (*libro de registro de acciones*) of HOS Leasing, containing a notation duly certified by the Secretary of HOS Leasing, stating that the shares in HOS Leasing have been pledged in favor of the Collateral Agent.

(b) Upon the date of execution of the Mexican law governed equity interest pledge agreements (the "**Mexican Equity Interest Pledge Agreements**") over the shares and/or interests in each of HOS MEX, HOS de MEX, HOS de MEX II, Hornbeck Offshore Operators de México S. de R.L. de C.V., T.N. Percheron, S. de R.L. de C.V. and HOS de México III, S. de R.L. de C.V. (together with HOS Leasing, each a "**Mexican Issuer**"), between the Collateral Agent, as pledgee, each of Hornbeck Offshore Services, LLC, Hornbeck Offshore International, LLC, HOS Holding, LLC and HOI Holding, LLC, as pledgor (each a "**Pledgor**") and each Mexican Issuer, as company, the Parent Borrower shall cause each Mexican Issuer (as applicable) to deliver a certified copy of its registry book (*libro especial de socios*) containing a notation duly certified by the Secretary such Mexican Issuer.

(c) Within five (5) Business Days after the execution of the Mexican Equity Interest Pledge Agreements and the Mexican Stock Pledge Agreement, the Parent Borrower shall cause each Pledgor to deliver a duly executed power of attorney in favor of the process agent in accordance with the applicable Mexican Equity Interest Pledge Agreements and Mexican Stock Pledge Agreement and in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders.

(d) Within five (5) Mexican Business Days following the date of execution of the Mexican Equity Interest Pledge Agreements and the Mexican Stock Pledge Agreement, the Parent Borrower shall cause each Pledgor to deliver a duly executed power of attorney in accordance with the applicable Mexican Equity Interest Pledge Agreements and Mexican Stock Pledge Agreement and in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders.

***Brazilian Undertakings***

For the purpose of this section entitled "Brazilian Undertakings", "**Brazilian Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York, the city of São Paulo, State of São Paulo or in the city of Rio de Janeiro, State of Rio de Janeiro are required by law to remain close.

1. **Brazilian Fiduciary Sale in Guarantee of Quotas - HON**

(a) Within five (5) Brazilian Business Days following the date of execution of the Brazilian law governed Private Instrument of Fiduciary Sale in Guarantee of Quotas (the "**Brazilian Equity Pledge Agreement**") over the shares and/or interests in Hornbeck Offshore Navegação Ltda. (the "**Brazilian Guarantor**"), between the Collateral Agent, Hornbeck Offshore Services, LLC and Hornbeck Offshore International, LLC, as fiduciary assignors (the "**Fiduciary Assignors**") and the Brazilian Guarantor, as company, the Parent Borrower shall cause the Fiduciary Assignors and/or the Brazilian Guarantor (i) to file the Brazilian Equity Pledge Agreement for registration with the competent Registry of Deeds and Documents of the City of Rio de Janeiro, State of Rio de Janeiro (the "**Brazilian Registry**") and (ii) to provide the Collateral Agent with evidence in electronic format of such filing.

(b) Within two (2) Brazilian Business Days following the date of registration of the Brazilian Equity Pledge Agreement with the Brazilian Registry, the Collateral Agent shall have received evidence in electronic format that the Brazilian Equity Pledge Agreement was duly registered with the Brazilian Registry.

(c) Within seven (7) Brazilian Business Days following the date of registration of the Brazilian Equity Pledge Agreement with the Brazilian Registry, the Collateral Agent shall have received in an address in Brazil an executed original and physical version of the Brazilian Equity Pledge Agreement duly registered with the Brazilian Registry.

(d) Within five (5) Brazilian Business Days following the date of execution of the Brazilian Equity Pledge Agreement, (i) the Parent Borrower shall cause the Brazilian Guarantor to execute an amendment to its articles of association to include a reference to the creation of the fiduciary sale under the terms of the Brazilian Equity Pledge Agreement and (ii) the Collateral Agent shall have received evidence in electronic format of such amendment to the Brazilian Guarantor's articles of association.

(e) Within twenty (20) Brazilian Business Days following the date of execution of the Brazilian Equity Pledge Agreement, the Collateral Agent shall have received evidence in electronic format of the amendment to the Brazilian Guarantor's articles of association duly registered with the Board of Trade of the State of Rio de Janeiro.

2. **Fiduciary Assignment in Guarantee of Bank Accounts and Credit Rights**

(a) Within five (5) Brazilian Business Days following the date of execution of the Brazilian law governed Private Instrument of Fiduciary Assignment in Guarantee of Bank Account and Credit Rights (the "**Brazilian Bank Account Pledge**") relating to the bank accounts of the Brazilian Guarantor, between the Brazilian Guarantor, as fiduciary assignor, and the Collateral Agent, the Parent Borrower shall cause the Brazilian Guarantor (i) to file the Brazilian Bank Account Pledge for registration with the Brazilian Registry and (ii) to provide the Collateral Agent with evidence of such filing.

(b) Within two (2) Brazilian Business Days following the date of registration of the Brazilian Bank Account Pledge with the Brazilian Registry, the Collateral Agent shall have received evidence in electronic format that the Brazilian Bank Account Pledge was duly registered with the Brazilian Registry.

(c) Within seven (7) Brazilian Business Days following the date of registration of the Brazilian Bank Account Pledge with the Brazilian Registry, the Collateral Agent shall have received in a Brazilian address an executed original and physical version of the Brazilian Bank Account Pledge duly registered with the Brazilian Registry.

(d) Within five (5) Brazilian Business Days following the date of execution of the Brazilian Bank Account Pledge, the Parent Borrower shall cause the delivery by the Brazilian Guarantor of a fiduciary assignment notice with respect to each bank account pledged thereunder to the account bank(s) in accordance with the Brazilian Bank Account Pledge.

(e) As soon as reasonably practicable after the Effective Date but in any event within ten (10) days following the Effective Date, the Parent Borrower shall cause the Brazilian Guarantor to enter into a Brazilian law governed Depositary Services Agreement over the Escrow Account (as defined below) with the Collateral Agent and Banco Bradesco S.A. (as depositary).

(f) Within one (1) Brazilian Business Day following the execution of the Depositary Services Agreement, the Parent Borrower shall cause the Brazilian Guarantor to transfer an amount equal to fifteen million Brazilian Reais (R$15,000,000.00) from the bank accounts subject to Brazilian Bank Account Pledge into an escrow account in the name of the Brazilian Guarantor (Account Bank: Banco Bradesco S.A.; Account No. 446203) (the "**Escrow Account**").

3. **Brazilian Letter of Guaranty**

(a) Within five (5) Brazilian Business Days following the execution of the Brazilian law governed letter of guaranty (the '**Brazilian Letter of Guaranty**") guaranteeing, among other things, the obligations of the Borrowers under the Loan Documents, between the Brazilian Guarantor, as guarantor and the Collateral Agent, the Parent Borrower shall cause the Brazilian Guarantor (i) to file the Brazilian Letter of Guaranty for registration with the Brazilian Registry and (ii) to provide the Collateral Agent with evidence in electronic format of such filing.

(b) Within two (2) Brazilian Business Days following the date of registration of the Brazilian Letter of Guaranty with the Brazilian Registry, the Collateral Agent shall have received evidence in electronic format that the Brazilian Letter of Guaranty was duly registered with the Brazilian Registry.

(c) Within seven (7) Brazilian Business Days following the date of registration of the Brazilian Letter of Guaranty with the Brazilian Registry, the Collateral Agent shall have received at a Brazilian address an executed original and physical version of the Brazilian Letter of Guaranty duly registered with the Brazilian Registry.

4. **Vessel Fiduciary Sale in Guarantee**

(a) Within thirty (30) Brazilian Business Days following the execution of the Effective Date, the Loan Parties shall enter into the Deed of Fiduciary Sale in Guarantee before the Maritime Notary in relation to the vessel HOS BRASS RING ("**Vessel Fiduciary Sale**");

(b) Within ninety (90) days consecutive days from the date of the issuance of the Fiduciary Sale deed certificate from Maritime Notary, provided that such registration with the Admiralty Court shall be made within the maximum 150 consecutive days from the date of issuance of the Fiduciary Sale, the Vessel Fiduciary Sale shall be registered with Admiralty Court.

(c) Within a period of fifteen (15) Brazilian Business Days the execution of the Vessel Fiduciary Sale, the Collateral Agent shall have received evidence of file for registration of the Vessel Fiduciary Sale before the Port Authority of the State of Alagoas.

(d) within a period of ten (10) Brazilian Business Days after registration of the Vessel Fiduciary Sale with the Admiralty Court, file for issuance of a new version of the certificate of Registration of Maritime Property evidencing the registration of the Vessel Fiduciary Sale.

(e) Within five (5) Brazilian Business Days from issuance of the new certificate of Registration of Maritime Property, the Collateral Agent shall have received a copy of the new version of the certificate of Registration of Maritime Property.

5. **Terms of Release**

(a) The Terms of Release shall be presented to any public registry, to any board of trade and to any third party, in order to effect the release of the Security Interests. There is no deadline established, but the Terms of Release shall be registered before all registries where the previous guarantees were constituted in order to constitute a new one.

6. **Brazilian Fiduciary Sale of Quotas – HON II**

(a) Within ten (10) Brazilian Business Days following the execution of the Fiduciary Sale in Guarantee of Quotas – HON II ("**Fiduciary Sale – HON II**"), the Fiduciary Sale – HON II shall be filed for registration with the competent Registry of Deeds and Documents of the City of Maceió, State of Alagoas.

(b) Within five (5) Brazilian Business Days following the date of registration of the Fiduciary Sale – HON II, the Collateral Agent shall have received evidence in electronic format that the Fiduciary Sale – HON II was registered with the competent Registry of Deeds and Documents of the City of Maceió, State of Alagoas.

(c) Within 10 (ten) Brazilian Business Days following the date of registration of the Fiduciary Sale – HON II, the Collateral Agent shall have received an original and physical version of this Agreement duly registered with the competent Registry of Deeds and Documents of the City of Maceió, State of Alagoas.

(d) Within five (5) Brazilian Business Days following the date of execution of the Fiduciary Sale – HON II, (i) the Parent Borrower shall cause the Brazilian Guarantor to execute an amendment to its articles of association to include a reference to the creation of the fiduciary sale under the terms of the Fiduciary Sale – HON II and (ii) the Collateral Agent shall have received evidence in electronic format of such amendment to the Brazilian Guarantor's articles of association.

(e) Within twenty (20) Brazilian Business Days following the date of execution of the Fiduciary Sale – HON II, the Collateral Agent shall have received evidence in electronic format of the amendment to the Brazilian Guarantor's articles of association duly registered with the Board of Trade of the State of Alagoas.

7. **Brazilian Maritime Insurance-Related Documentation**

Within thirty (30) Brazilian Business Days following the date in which the Fiduciary Sale deed of the Vessel is executed, the Administrative Agent shall have received: a certificate of insurances (including Hull and Machinery Insurance and P&I Club Insurance) and a certificate of entry for such Vessel Collateral or other evidence of insurance in form and substance reasonably satisfactory to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the insurance requirements of the applicable Maritime Mortgage, the endorsement of total loss payable clauses on the policies.

**SCHEDULE 9.01**

**EXISTING INVESTMENTS**

The equity ownership as in effect on the Effective Date and as described on Schedule 7.14.

**SCHEDULE 9.03**

**EXISTING LIENS**

| Debtor | Secured Party | Date Filed | Filing Office | File Number | Collateral | Vessel |
|---|---|---|---|---|---|---|
| Hornbeck Offshore Services, LLC | Gulf Island Shipyards, LLC | 02/17/2017 | Delaware Secretary of State | 2017 1120028 | All of Debtor's right, title and interest in and to all of the following: (a) the Vessel; (b) the Owner Furnished Items; (c) any and all other goods, equipment, components, Materials, supplies, and property at any time delivered to Secured Party for incorporation into, or that has been incorporated in, the Vessel | HOS Warhorse |
| Hornbeck Offshore Services, LLC | Gulf Island Shipyards, LLC | 02/17/2017 | Delaware Secretary of State | 2017 1120200 | All of Debtor's right, title and interest in and to all of the following: (a) the Vessel; (b) the Owner Furnished Items; (c) any and all other goods, equipment, components, Materials, supplies, and property at any time delivered to Secured Party for incorporation into, or that has been incorporated in, the Vessel | HOS Wild Horse |
| Hornbeck Offshore Services LLC and Hornbeck Offshore International LLC | Wilmington Trust, National Association | May 29, 2020 | 4º RTD – RJ (Registry of Titles and Documents of Rio de Janeiro) | 1032681 | Private Instrument of Fiduciary Sale in Guarantee of Quotas | N/A |
| Hornbeck Offshore Navegação Ltda. | Wilmington Trust, National Association | May 29, 2020 | 4º RTD – RJ (Registry of Titles and Documents of Rio de Janeiro) | 1032680 | Letter of Guaranty | N/A |
| Hornbeck Offshore Navegação Ltda. | Wilmington Trust, National Association | May 28, 2020 | 4º RTD – RJ (Registry of Titles and Documents of Rio de Janeiro) | 1032672 | Private Instrument of Fiduciary Assignment in Guarantee of Bank Accounts and Credit Rights | N/A |

**SCHEDULE 9.06(L)**

**AFFILIATE TRANSACTIONS**

***Registration Rights***

Under the terms of certain agreements, various persons, including Todd M. Hornbeck, Troy A. Hornbeck, Larry D. Hornbeck, James O. Harp, Jr., Carl G. Annessa, Patricia B. Melcher, and the William Herbert Hunt Trust Estate, have the right to include some or all of their shares of existing common stock, par value $.01 per share (the "Old Common Stock"), of the Parent Borrower in any registration statement that the Parent Borrower files involving its Old Common Stock, subject to certain limitations. Messrs. Todd and Troy Hornbeck, are entitled to require the Parent Borrower to file a registration statement under the Securities Act of 1933 to sell some or all of the Old Common Stock held by them. Such registration rights will expire with the cancellation of the Parent Borrower's Old Common Stock on the Effective Date.

***Notice***

Todd M. Hornbeck and Troy A. Hornbeck have agreed to give the Parent Borrower notice of, and an opportunity to make a competing offer regarding, a decision by either of them to sell or consider accepting an offer to sell to a single person or entity shares of Old Common Stock representing 5% or more of the Parent Borrower's Old Common Stock, other than in compliance with Rule 144 or to an affiliate or family member of the holder. Such notice obligation will expire with the cancellation of the Parent Borrower's Old Common Stock on the Effective Date.

***Certain Indemnity Agreements***

The Parent Borrower has entered into a separate indemnity agreement with each of its executive officers and its directors that provide, among other things, that the Parent Borrower will indemnify such officer or director, under the circumstances and to the extent provided in the agreement, for expenses, damages, judgments, fines and settlements he may be required to pay in actions or proceedings which he is or may be made a party by reason of his position as an executive officer or director of the Parent Borrower, and otherwise to the fullest extent permitted under Delaware law and the Parent Borrower's Bylaws. Effective on the Effective Date, the Parent Borrower is entering into new indemnification agreements with its executive officers and directors. These agreements are in addition to the indemnification provided to the Parent's Borrowers officers and directors under its Bylaws and in accordance with Delaware law. The Parent Borrower has agreed to indemnify Todd M. Hornbeck, the Parent Borrower's President and Chief Executive Officer, for any claims, demands, causes of action and damages that may arise from use of his personal watercraft for Parent Borrower business purposes.

***Facilities Use Agreement and Related Agreements.***

For the past twenty-two years, Larry D. Hornbeck's family has personally supported the development of the Parent Borrower by hosting numerous events at the Hornbeck Family Ranch, located in Houston County, Texas, including constructing at their own expense, a hunting lodge and related facilities and providing access to 4,700 acres adjoining the lodge and related facilities. The Hornbeck Family Ranch and related facilities have been used for functions intended to foster

client and vendor relations, management retreats, Board of Directors meetings and special Parent Borrower promotional events. The Hornbeck Family Ranch also plays a vital role in the Parent Borrower's business continuity plan in the event the Parent Borrower's corporate headquarters is impacted by a natural disaster. Until December 31, 2005, these facilities were used by the Parent Borrower without charge. The Board of Directors determined that the use of the Hornbeck Family Ranch in the past and going forward has been and is beneficial to the Parent Borrower's business. As of February 14, 2006, the Parent Borrower entered into a Facilities Use Agreement and implemented an amendment to an existing Indemnification Agreement with Larry D. Hornbeck, one of the Parent Borrower's directors. The Facilities Use Agreement and the amendment to such Indemnification Agreement became effective as of January 1, 2006, and were approved by the Parent Borrower's audit committee and by the independent members of the Board of Directors on February 14, 2006. On May 7, 2015, the Parent Borrower entered into an Amended and Restated Indemnification Agreement (the 'Restated Indemnification Agreement") with Larry D. Hornbeck, one of the Parent Borrower's directors, Joan M. Hornbeck and Hornbeck Family Ranch, LP, which amended and restated the Indemnification Agreement. The Restated Indemnification Agreement provides for indemnification by the Parent Borrower of such parties as well as certain other indemnitees, including the Parent Borrower's Chairman, President and Chief Executive Officer, Todd M. Hornbeck, for any claims, demands, causes of action and damages that may arise out of the Parent Borrower's current and expanded use of the Hornbeck Family Ranch and related facilities and premises for Parent Borrower functions such as client and vendor events, management retreats, Board of Directors meetings and special Parent Borrower promotional events. The Restated Indemnification Agreement also provides that the Parent Borrower shall secure and maintain insurance coverage of the types and amounts sufficient to provide adequate protection against the liabilities that may arise under the Restated Indemnification Agreement. The Restated Indemnification Agreement was approved by the independent members of the Board of Directors on April 28, 2015.

The agreements govern the Parent Borrower's use of the Hornbeck Family Ranch and related facilities. The Facilities Use Agreement will remain in effect until December 31, 2020 unless it is terminated or extended by its terms. The Facilities Use Agreement automatically renews on an annual basis unless either party provides the other party 30 days written notice of termination. The Facilities Use Agreement also provides that the Parent Borrower will pay Mr. Larry Hornbeck an annual use fee of $150,000 for the Parent Borrower's use of the facilities and reimburse Mr. Larry Hornbeck for certain other variable costs related to the Parent Borrower's use of the ranch facilities. In addition to costs incurred directly by the Parent Borrower's for such activities, the Parent Borrower replenishes expendable goods used by Parent Borrower invitees to the facilities.

In 2006, Larry D. Hornbeck transferred ownership of the land on which the Hornbeck Family Ranch is located to a family limited partnership in which trusts on behalf of the children of Todd M. Hornbeck and Troy A. Hornbeck are the limited partners. The general partner of the family limited partnership is controlled by Todd M. Hornbeck and Troy A. Hornbeck. The family limited partnership has entered into a long-term lease of the property to Larry Hornbeck and acknowledged and agreed to the Parent Borrower's use of the Hornbeck Family Ranch and related facilities under the Facilities Use Agreement and the Indemnification Agreement.

The Parent Borrower has provided, and may from time to time in the future at its own expense and with Mr. Larry Hornbeck's prior approval provide, additional amenities for its representatives and invitees. Certain of these amenities may, by their nature, remain with the property should the Parent Borrower ever cease to use the Hornbeck Family Ranch. In approving the Facilities Use Agreement and establishing the use fee amount, the audit committee and independent members of the Board of Directors considered the costs of comparable third party facilities and determined that the combined facilities use fee and anticipated reimbursement of variable costs was substantially lower than costs for the use of such comparable facilities.

On the Effective Date, the Parent Borrower is entering into an Amended and Restated Facilities Use Agreement with Larry D. Hornbeck to be effective as of June 1, 2020.

In the first quarter of 2012, the independent members of the Board of Directors acknowledged the service that Mr. Larry Hornbeck has provided the Parent Borrower and acknowledged that the commitment of time and energy associated with this service is substantial and is provided independently from his service as a director. In order to appropriately compensate Mr. Larry Hornbeck for these services, the independent members of the Board of Directors approved a consulting agreement between the Parent Borrower and Mr. Larry Hornbeck effective January 1, 2012. Under the terms of such agreement, Mr. Larry Hornbeck agreed, among other things, to make himself available to the Parent Borrower, the Chief Executive Officer of the Parent Borrower, the Board of Directors or any committee of the Board of Directors to assist in the assessment of potential targets for acquisitions, to travel for Parent Borrower projects, to attend industry meetings and to provide assistance in other ways, in exchange for consideration of $12,000 per month paid as consulting fees.

Effective on the Effective Date, the Parent Borrower is entering into an amended and restated consulting agreement with Larry D. Hornbeck, the terms of which will include consideration to Larry D. Hornbeck of $20,333 per month paid as consulting fees.

***Trade Name and Trademark License Agreement***

The Second Amended and Restated Trade Name and Trademark License Agreement dated September 28, 2012 by and between HFR, LLC, as licensor and Hornbeck Offshore Operators, LLC, as licensee, with respect to certain trade names and trademarks related to the name "Hornbeck" and certain logos in the style of a horse's head.

Effective on the Effective Date, the Second Amended and Restated Trade Name and Trademark License Agreement will be replaced with the Third Amended and Restated Trade Name and Trademark License Agreement

**Exhibit 10.12**

**AMENDMENT NO. 1 TO FIRST LIEN CREDIT AGREEMENT**
**AND AMENDMENT NO. 1 TO THE EFFECTIVE DATE JUNIOR**
**LIEN INTERCREDITOR AGREEMENT**

This FIRST AMENDMENT (this "**First Amendment**"), dated as of December 22, 2021, is made by and among Hornbeck Offshore Services, Inc., a Delaware corporation ("**HOSI**" or the "**Parent Borrower**"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("**HOS**" or the "**Co- Borrower**"; and the Parent Borrower together with the Co-Borrower, collectively, the "**Borrowers**" and each, a "**Borrower**"); the other Loan Parties party hereto; each of the Lenders party hereto (the "**2021 Replacement Term Lenders**"); Wilmington Trust, National Association as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Administrative Agent**"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Collateral Agent**") and as Debt Representative (as defined in the Effective Date Junior Lien Intercreditor Agreement). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Restated Credit Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Parent Borrower, the Co-Borrower, the lenders party thereto from time to time (the "**Existing Lenders**"), the Administrative Agent and the Collateral Agent are party to that certain First Lien Term Loan Credit Agreement, dated as of September 4, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time prior to the First Amendment Effective Date referred to below, the "**Existing First Lien Credit Agreement**" and, as amended by this First Amendment, the "**Restated Credit Agreement**");

WHEREAS, the Borrowers have requested that the 2021 Replacement Term Lenders provide (i) first lien senior secured term loans (the "**2021 Replacement Term Loans**") in an aggregate principal amount of $37,500,000 and (ii) commitments to make first lien senior secured delayed draw term loans (the "**2021 Delayed Draw Replacement Term Loans**") in an aggregate principal amount of $37,500,000;

WHEREAS, on the First Amendment Effective Date (as defined below), (a) each 2021 Replacement Term Lender will make 2021 Replacement Term Loans to the Borrowers in an aggregate principal amount equal to its 2021 Replacement Term Loan Commitment (as defined below), certain of the proceeds of which will be used by the Borrowers (i) to repay in full the outstanding principal amount of the Existing Initial Term Loans (as defined below), (ii) to finance a portion of the Specified First Amendment Transactions (as defined below) and (iii) to pay fees and expenses in connection with the foregoing;

WHEREAS, during the 2021 Delayed Draw Availability Period (as defined in the Restated Credit Agreement), (a) each 2021 Replacement Term Lender will make 2021 Delayed Draw Replacement Term Loans to the Borrowers in an aggregate principal amount equal to its 2021 Delayed Draw Replacement Term Loan Commitment (as defined below), certain of the proceeds of which will be used by the Borrowers (i) to finance a portion of the Specified First Amendment Transactions and (ii) to pay fees and expenses in connection with the foregoing;

WHEREAS, the Parent Borrower, the Co-Borrower, the Administrative Agent, the Collateral Agent and the Lenders party hereto desire to make certain additional changes to the Existing First Lien Credit Agreement and the Effective Date Junior Lien Intercreditor Agreement on the First Amendment Effective Date, in each case on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. As used in this First Amendment, the following terms have the meanings specified below:

"**2021 Delayed Draw Replacement Term Loan Commitment**" shall mean, with respect to each 2021 Replacement Term Lender, its several commitment to fund a 2021 Delayed Draw Replacement Term Loan to the Borrowers during the 2021 Delayed Draw Availability Period, in an aggregate amount not to exceed the amount set forth opposite such 2021 Replacement Term Lender's name on Part B of Schedule 1 hereto under the heading "2021 Delayed Draw Replacement Term Loan Commitments". The aggregate amount of the 2021 Delayed Draw Replacement Term Loan Commitments as of the First Amendment Effective Date is $37,500,000.

"**2021 Loans**" means collectively, the 2021 Replacement Term Loans and the 2021 Delayed Draw Replacement Term Loans.

"**2021 Replacement Term Lender**" shall mean each Person with a 2021 Replacement Term Loan Commitment or a 2021 Delayed Draw Replacement Term Loan Commitment on the First Amendment Effective Date.

"**2021 Replacement Term Loan Commitment**" shall mean, with respect to each 2021 Replacement Term Lender, its several commitment to fund a 2021 Replacement Term Loan to the Borrowers on the First Amendment Effective Date, in an aggregate amount not to exceed the amount set forth opposite such 2021 Replacement Term Lender's name on Part A of Schedule 1 hereto under the heading "2021 Replacement Term Loan Commitments". The aggregate amount of the 2021 Replacement Term Loan Commitments as of the First Amendment Effective Date is $37,500,000.

"**2021 Replacement Term Loan Transactions**" shall mean (i) the funding of the 2021 Replacement Term Loans and the establishment of the 2021 Delayed Draw Replacement Term Loan Commitment and (ii) the repayment in full in cash of the outstanding principal amount of all Existing Initial Term Loans, together with all accrued and unpaid interest thereon on the First Amendment Effective Date.

"**Existing Initial Term Loans**" shall mean Loans (as defined in the Existing First Lien Credit Agreement) outstanding under the Existing First Lien Credit Agreement immediately prior to the First Amendment Effective Date.

"**Mexico Guarantors**" shall mean Hornbeck Offshore Services de México, S. de R.L. de. C.V., a limited liability corporation incorporated under the laws of Mexico, HOS De México, S. de R.L. de C.V., a limited liability corporation incorporated under the laws of Mexico and HOS de México II, S. de R.L. de C.V., a limited liability corporation incorporated under the laws of Mexico.

"**Specified First Amendment Transactions**" shall mean the transactions set forth on Schedule 2 hereto.

SECTION 2. 2021 Replacement Term Loans.

(a) (i) Subject to the terms and conditions set forth herein, the 2021 Replacement Term Lenders agree to make new term loans (each such new term loan, a "**2021 Replacement Term Loan**" and, collectively, the "**2021 Replacement Term Loans**") to the Borrowers on the First Amendment Effective Date in an aggregate principal amount of $37,500,000, the proceeds of which will be used by the Borrowers (i) to repay in full the outstanding principal amount of the Existing Initial Term Loans, together with all accrued and unpaid interest thereon on the First Amendment Effective Date, (ii) to finance the Specified First Amendment Transactions and (iii) to pay fees and expenses in connection with the foregoing; and

(ii) Subject to the terms and conditions set forth herein, the 2021 Replacement Term Lenders agree to make 2021 Delayed Draw Replacement Term Loans to the Borrowers during the 2021 Delayed Draw Availability Period in an aggregate principal amount of $37,500,000, the proceeds of which will be used by the Borrowers (i) to finance the Specified First Amendment Transactions and (ii) to pay fees and expenses in connection with the foregoing.

(b) (i) Upon the occurrence of the First Amendment Effective Date, each 2021 Replacement Term Lender severally agrees to make a 2021 Replacement Term Loan in U.S. Dollars in a principal amount equal to its 2021 Replacement Term Loan Commitment on the terms and conditions set forth in the Restated Credit Agreement; and

(ii) from time to time during the 2021 Delayed Draw Availability Period, each 2021 Replacement Term Lender severally agrees to make a single 2021 Delayed Draw Replacement Term Loan in U.S. Dollars in a principal amount equal to its 2021 Delayed Draw Replacement Term Loan Commitment on the terms and conditions set forth in the Restated Credit Agreement.

(c) On the First Amendment Effective Date, the Borrowers shall (i) repay in full all then outstanding Existing Initial Term Loans and (ii) pay in cash (a) all accrued and unpaid interest on the Existing Initial Term Loans through the First Amendment Effective Date and (b) any breakage loss or expenses due under Section 5.02 of the Existing First Lien Credit Agreement.

(d) Promptly following the First Amendment Effective Date, all Notes, if any, evidencing the Existing Initial Term Loans shall be deemed cancelled, and any 2021 Replacement Term Lender may request that its 2021 Replacement Term Loan be evidenced by a Note pursuant to Section 2.03(c) of the Restated Credit Agreement.

SECTION 3. (A) Amendment and Restatement of the Existing First Lien Credit Agreement In accordance with Section 12.02(b) of the Existing First Lien Credit Agreement, effective on the First Amendment Effective Date, the Existing First Lien Credit Agreement shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the underlined text (indicated textually in the same manner as the following example: underlined text) as set forth in the marked blacklined copy of the amended Existing First Lien Credit Agreement attached as Annex A hereto, to give effect to (i) the establishment of the 2021 Replacement Term Loans and the 2021 Delayed Draw Replacement Term Loans as a Class of "Loans" and (ii) the other modifications to the Existing First Lien Credit Agreement set forth therein. From and after the First Amendment Effective Date, for the avoidance of doubt, the 2021 Replacement Term Lenders shall be parties to the Restated Credit Agreement, have the rights and obligations of Lenders thereunder and shall be "Lenders" for all purposes of the Restated Credit Agreement, and they shall have all rights and remedies available to a Lender and its Affiliates pursuant to Section 12.03 of the Restated Credit Agreement and the indemnities contained therein shall apply in all respects to any and all losses, claims, damages and liabilities incurred by or asserted against any 2021 Replacement Term Lender or its Affiliates arising out of, in connection with, or as a result of (A) the 2021 Replacement Term Loan Transactions and (B) any document, agreement or instrument executed, delivered or otherwise entered into in connection with this First Amendment and the transactions contemplated herein.

(B) The Effective Date Junior Lien Intercreditor Agreement is hereby amended by:

(i) deleting the definition of "Initial First Lien Obligations" and replacing it with the following (which for the avoidance of doubt will be deemed to satisfy any applicable requirement under Section 5.5 of Effective Date Junior Lien Intercreditor Agreement):

""Initial First Lien Obligations" means the "Indebtedness" as defined in the Initial First Lien Financing Documents and all other obligations of the Company and the Grantors from time to time arising under the Initial First Lien Financing Documents under or in respect of the due and punctual payment of (a) the principal of and premium if any, and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) under the Initial First Lien Term Loan Agreement, when and as due, whether at maturity, by acceleration, upon repayment, prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), of the Company or any other Grantor under the Initial First Lien Term Loan Agreement owing to the Initial First Lien Secured Parties (in their capacity as such), including, without limitation, the 2021 Loans (as defined in the Initial First Lien Term Loan Agreement). Following a Refinancing in respect of the Initial First Lien Term Loan Agreement made in accordance with Section 5.5, all obligations (including but not limited to Refinancing Indebtedness) arising under or evidenced by the related Additional First Lien Financing Documents shall constitute "First Lien Obligations" for all purposes of this Agreement to the extent that such obligations would have constituted Initial First Lien Obligations if incurred under the Initial First Lien Financing Documents."; and

(ii) deleting the definition of "Initial First Lien Term Loan Agreement" and replacing it with the following:

""Initial First Lien Term Loan Agreement" means that certain First Lien Term Loan Credit Agreement, dated as of September 4, 2020, among the Company, the Co-Borrower, the Initial First Lien Lenders, the Initial First Lien Administrative Agent and the Initial First Lien Collateral Agent, as amended by Amendment No. 1 to First Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement among the Company, the Co-Borrower, the Initial First Lien Lenders party thereto, the Initial First Lien Administrative Agent and the Initial First Lien Collateral Agent.".

SECTION 4. Representations of the Borrowers. Each Loan Party hereby represents and warrants to the other parties hereto as of the First Amendment Effective Date that:

(a) the execution, delivery and performance by it of this First Amendment (x) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of this First Amendment or the consummation of the transactions contemplated hereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required by this First Amendment and (y) does not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents);

(b) it has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to enter into this First Amendment and the execution, delivery and performance by it of this First Amendment, has been duly authorized by all necessary organizational action by it;

(c) each Loan Party has duly executed and delivered this First Amendment, and this First Amendment, the Restated Credit Agreement and each other Loan Document to which it is a party constitutes the legally valid and binding obligations of it, enforceable against it in accordance with its terms, subject to applicable Bankruptcy Law, laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law; and

(d) each of the representations and warranties set forth in the Restated Credit Agreement and in the other Loan Documents are true and correct in all material respects on and as of the First Amendment Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

SECTION 5. Conditions of Effectiveness. The effectiveness of this First Amendment and the obligations of the 2021 Replacement Term Lenders to make 2021 Replacement Term Loans on the First Amendment Effective Date are subject (at the time of or substantially concurrently with the making of such 2021 Replacement Term Loans) to the satisfaction (or waiver by the 2021 Replacement Term Lenders) of the following conditions (the date of such satisfaction or waiver of all such conditions, the "**First Amendment Effective Date**"):

(a) the Administrative Agent (or its counsel) shall have received (i) from each 2021 Replacement Term Lender and (ii) from each Loan Party, either (x) a counterpart of this First Amendment signed on behalf of such party or (y) written evidence reasonably satisfactory to the Administrative Agent (which may include delivery of a signed signature page of this First Amendment by facsimile or other means of electronic transmission (e.g., "pdf")) that such party has signed a counterpart of this First Amendment;

(b) on the First Amendment Effective Date (both immediately prior to and after giving effect to this First Amendment), (i) no Default or Event of Default shall exist and (ii) each of the representations and warranties of the Borrowers and the Guarantors set forth in the Restated Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the First Amendment Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates;

(c) the Administrative Agent shall have received from the Parent Borrower a certificate executed by a Responsible Officer of the Parent Borrower, certifying compliance with the requirements of preceding clause (b);

(d) the Administrative Agent shall have received a solvency certificate in substantially the form of Exhibit I to the Restated Credit Agreement (modified as appropriate to give effect to this First Amendment and the 2021 Replacement Term Loan Transactions) from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Parent Borrower dated as of the First Amendment Effective Date and certifying as to the matters set forth therein;

(e) the Administrative Agent shall have received a certificate of the secretary, assistant secretary or a responsible officer with similar responsibilities of the Borrowers and each Loan Party, or in the event that such Loan Party is a limited partnership, of such person's general partner, setting forth: (i) the officers of such Loan Party (y) who are authorized to sign the First Amendment and the other Loan Documents to which such Loan Party is a party and (z) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this First Amendment and the transactions contemplated hereby; (ii) specimen signatures of such authorized officers and (iii) the Organizational Documents of such Loan Parties, certified as being true and complete. The Administrative Agent may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Parent Borrower to the contrary;

(f) the Administrative Agent and Lenders shall have received certificates for each Loan Party from the appropriate agencies with respect to the existence, qualification and good standing (to the extent applicable) of the Borrowers and each Loan Party from their jurisdiction of organization.

(g) the Agents and Lenders shall have received an opinion of (i) Milbank LLP, as New York counsel to the Borrowers and the other Loan Parties, (ii) an opinion of Kincaid Mendes Vianna Advogados, special Brazilian counsel to the Borrowers and the other Loan Parties, (iii) an opinion of Garza, Tello & Asociados, special Mexican counsel to the Borrowers and the other Loan Parties and (iv) Jones Walker LLP, special U.S. and Vanuatu maritime counsel to the Borrowers and the other Loan Parties, reasonably acceptable to the Administrative Agent dated the First Amendment Effective Date;

(h) the Administrative Agent shall have received a prepayment notice in connection with the prepayment in full of the Existing Initial Term Loans as provided under Section 2(c) above;

(i) the 2021 Replacement Term Loan Transactions shall have been consummated substantially concurrently with the occurrence of the First Amendment Effective Date;

(j) the Administrative Agent shall have received a Borrowing Request in connection with the incurrence of the 2021 Replacement Term Loans in accordance with Section 2.03(d) of the Restated Credit Agreement; and

(k) the Administrative Agent and Lenders shall have received at least three (3) Business Days prior to the First Amendment Effective Date all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money- laundering rules and regulations, including the PATRIOT Act, and, if the Borrowers qualify as "legal entity customers" under 31 C.F.R. § 1010.230, a beneficial ownership certification in respect of the Borrowers that has been requested by the 2021 Replacement Term Lenders in writing at least three (3) Business Days prior to the First Amendment Effective Date;

(l) each of the Maritime Mortgages, other than the Maritime Mortgages governed by Mexican or Brazilian law, which shall be post-closing deliverables pursuant to Section 6 below, shall be amended to reflect this First Amendment, and for each relevant Vessel documented under the U.S. flag or registered under the Vanuatu flag, the Collateral Agent shall have received evidence that each such amendment has been executed and duly filed for recordation with the U.S. Coast Guard's National Vessel Documentation Center or the Office of the Deputy Commissioner of Maritime Affairs of the Republic of Vanuatu at the Port of New York, New York, as applicable;

(m) each of the Other Brazilian Security Instruments shall be amended to reflect this First Amendment, and the Administrative Agent and the Lenders shall have received from each party thereto duly executed copies (in such number as may be reasonably requested by the Administrative Agent) of the amendments to the Other Brazilian Security Instruments; and

(n) the Administrative Agent and the Lenders shall have received all fees payable thereto or to any Lender on or prior to the First Amendment Effective Date and, to the extent invoiced at least one Business Day prior to the First Amendment Effective Date, reimbursement or payment of all reasonable and documented out-of-pocket expenses (including reasonable fees, charges and disbursements of Paul, Weiss, Rifkind, Wharton & Garrison, Seward & Kissel, Creel, García-Cuéllar, Aiza y Enriquez, S.C. and Pinheiro Neto Advogados) required to be reimbursed or paid by the Loan Parties hereunder or under any Loan Document on or prior to the First Amendment Effective Date.

SECTION 6. Post-Closing Deliverables.

(a) Within sixty (60) days after the First Amendment Effective Date (or such later date to which the Required Lenders (with written notice to the Administrative Agent) consent), the Borrowers and the other Loan Parties shall deliver (i) the certificate of Public Registry of Commerce, certifying that the Mexico Guarantors are duly incorporated and in existence under the laws of Mexico, (ii) with respect to the Real Property Interests Mortgage encumbering the Material Real Property Interests of HOS Port, LLC ("**HOS Port**"), (x) a consent and estoppel agreement among Greater Lafourche Port Commission as lessor, HOS Port as lessee and mortgagor, and the Collateral Agent as mortgagee, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders, duly executed by Greater Lafourche Port Commission and HOS Port, and (y) a loan policy of title insurance insuring the validity of the Lien of such Real Property Interests Mortgage free and clear of all Liens other than Permitted Liens, in the aggregate amount of the 2021 Replacement Term Loans and the 2021 Delayed Draw Replacement Term Loan Commitments as of the First Amendment Effective Date, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders, together with evidence of payment of the premium therefor, (iii) with respect to the Real Property Interests Mortgage encumbering the Material Real Property Interests of each of HOS Port and Hornbeck Offshore Operators, LLC, (x) an acknowledgement by the applicable mortgagor that the 2021 Loans are secured by such Real Property Interests Mortgage, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders, duly executed by such mortgagor, and (y) a legal opinion regarding the enforceability of such acknowledgment from counsel to the Loan Parties, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders, (iv) a duly executed copy (in such number as may be reasonably requested by the Administrative Agent) of the amendment to the Maritime Mortgage governed by Brazilian law, and (v) the "bring-down" opinion of Jones Walker LLP.

(b) Within thirty (30) days after the First Amendment Effective Date (or such later date to which the Required Lenders (with written notice to the Administrative Agent) consent), the Other Mexican Security Instruments shall be amended to reflect this First Amendment, and the Borrowers and the other Loan Parties shall have delivered duly executed copies (in such number as may be reasonably requested by the Administrative Agent) of the amendments to the Other Mexican Security Instruments (including, without limitation, the Maritime Mortgages governed by Mexican law).

SECTION 7. Consent and Affirmation of the Loan Parties. Each of the Loan Parties, in its capacity as a guarantor under the Guaranty and Collateral Agreement and a pledgor under the other Security Instruments, hereby (i) consents to the execution, delivery and performance of this First Amendment and agrees that each of the Guaranty and Collateral Agreement and the other Security Instruments is, and shall continue to be, in full force and effect and is hereby in all respects ratified and confirmed on the First Amendment Effective Date, except that, on and after the First Amendment Effective Date, each reference

to “Credit Agreement”, “First Lien Credit Agreement”, “thereunder”, “thereof” or words of like import shall, unless the context otherwise requires, mean and be a reference to the Restated Credit Agreement as amended on the First Amendment Effective Date, and (ii) confirms that the Security Instruments to which each of the Loan Parties is a party and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Indebtedness (including the 2021 Replacement Loans).

SECTION 8. Reference to and Effect on the Loan Documents. (a) On and after the First Amendment Effective Date, each reference in the Restated Credit Agreement to “hereunder”, “hereof”, “Agreement”, “this First Amendment” or words of like import and each reference in the other Loan Documents to “Credit Agreement”, “First Lien Credit Agreement”, “thereunder”, “thereof” or words of like import shall, unless the context otherwise requires, mean and be a reference to the Restated Credit Agreement as amended on the First Amendment Effective Date. From and after the First Amendment Effective Date, this First Amendment shall be a Loan Document under the Restated Credit Agreement.

(b) The Security Instruments and each other Loan Document, as specifically amended by this First Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed, and the respective guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Security Instruments, notwithstanding the consummation of the transactions contemplated hereby, shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties under the Restated Credit Agreement. Without limiting the generality of the foregoing, the Security Instruments and all of the Collateral described therein do and shall continue to secure the payment of all Indebtedness (including the 2021 Replacement Loans) of the Loan Parties under the Loan Documents, in each case, as amended by this First Amendment.

(c) The execution, delivery and effectiveness of this First Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 9. Execution in Counterparts; Electronic Signature. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this First Amendment shall be effective as delivery of an original executed counterpart of this First Amendment, and the words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to this First Amendment shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the 2021 Replacement Term Lenders or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 10. Amendments; Headings; Severability. This First Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by the Borrowers, the Administrative Agent, the Collateral Agent and the Lenders party hereto. The Section headings used herein are for convenience of reference only, are not part of this First Amendment and are not to affect the construction of, or to be taken into consideration in interpreting this First Amendment. Any provision of this First Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting

the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. Acknowledgment of Non-Reliance. Each 2021 Replacement Term Lender expressly acknowledges that neither the Administrative Agent nor any of its Affiliates nor any of its respective officers, directors, employees, agents or attorneys-in-fact have made any representations or warranties to such 2021 Replacement Term Lender and that no act by the Administrative Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by the Administrative Agent to any 2021 Replacement Term Lender. Each 2021 Replacement Term Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to provide its 2021 Replacement Term Loans and the 2021 Delayed Draw Replacement Term Loans hereunder and enter into this Agreement and become (or continue to be) a Lender under the Restated Credit Agreement. Each 2021 Replacement Term Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the Restated Credit Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Each 2021 Replacement Term Lender hereby (a) confirms that it has received a copy of the Restated Credit Agreement and each other Loan Document and such other documents (including financial statements) and information as it deems appropriate to make its decision to enter into this Agreement, (b) agrees that it shall (or shall continue to) be bound by the terms of the Restated Credit Agreement as a Lender thereunder and that it will perform in accordance with their terms all of the obligations by which the terms of the Loan Documents are required to be performed by it as a Lender, (c) irrevocably designates and appoints the Administrative Agent as the agent of such 2021 Replacement Term Lender under the Restated Credit Agreement and the other Loan Documents, and each 2021 Replacement Term Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of the Restated Credit Agreement and the other Loan Documents and to exercise such powers and perform such duties as are delegated to the Administrative Agent by the terms of the Restated Credit Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto and (d) specifies as its lending office and address for notices the offices set forth on the Administrative Questionnaire provided by it to the Administrative Agent prior to the date hereof.

SECTION 12. Governing Law; Etc.

(a) THIS FIRST AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST AMENDMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) WITH RESPECT TO ANY LEGAL ACTION OR PROCEEDING INVOLVING ANY LOAN PARTY INCORPORATED UNDER THE LAWS OF MEXICO WITH RESPECT TO OR ARISING OUT OF THIS FIRST AMENDMENT, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES FEDERAL COURTS SITTING IN OR WITH DIRECT OR INDIRECT JURISDICTION OVER THE SOUTHERN DISTRICT OF NEW YORK OR ANY STATE OR SUPERIOR COURT SITTING IN NEW YORK COUNTY, NEW YORK; AND (II) WAIVES ANY RIGHT TO ANY OTHER JURISDICTION TO WHICH IT MAY BE ENTITLED TO BY REASON OF ITS PRESENT OR FUTURE DOMICILE OR OTHERWISE.

(c) EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 12.09 OF THE RESTATED CREDIT AGREEMENT AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN MUTATIS MUTANDIS.

SECTION 13. No Novation. This First Amendment shall not discharge or release the Lien or priority of any Security Instrument or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the instruments securing the Existing First Lien Credit Agreement or the Restated Credit Agreement, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith and except to the extent repaid as provided herein. Nothing implied in this First Amendment or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a guarantor or pledgor under any of the Loan Documents.

SECTION 14. Notices. All notices hereunder shall be given in accordance with the provisions of Section 12.01 of the Restated Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**PARENT BORROWER:**

HORNBECK OFFSHORE SERVICES, INC.

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

**CO-BORROWER:**

HORNBECK OFFSHORE SERVICES, LLC

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

**SUBSIDIARY GUARANTORS:**

HOS-IV, LLC

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

HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC

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

HOS PORT, LLC

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

HORNBECK OFFSHORE INTERNATIONAL, LLC

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

HORNBECK OFFSHORE TRANSPORTATION, LLC

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

ENERGY SERVICES PUERTO RICO, LLC

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

HOI HOLDING, LLC

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

HOS HOLDING, LLC

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

HORNBECK OFFSIJORE NA VEGAe;AO LTDA

By: /s/ Robert Thomas Gang
Name: Robert Thomas Gang
Title: Administrator

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent, Collateral Agent and Debt Representative

By: /s/ Nelson Kercado
Name: Nelson Kercado
Title: Vice President

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P., as a 2021 Replacement Term Lender**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**ASOF HOLDINGS I , L.P.**, as a 2021 Replacement Term Lender

By: ASOF Investment Management LLC, its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B, L.P.**, as a 2021 Replacement Term Lender

By: ASSF Management IV, L.P., its general partner
By: ASSF Management IV GP LLC, its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**WHITEBOX KFA ADVANTAGE LLC,** as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX GT FUND, LP,** as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX MULTI-STRATEGY PARTNERS, LP,** as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX RELATIVE VALUE PARTNERS, LP,** as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**PANDORA SELECT PARTNERS, LP,** as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**SCHEDULE 1**

**Part A**

2021 Replacement Term Loan Commitments

| 2021 Replacement Term Lender | | 2021 Replacement Term Loan Commitment |
|---|---|---|
| ASOF Holdings II, L.P. | $ | 18,882,955 |
| ASSF IV AIV B, L.P. | $ | 500,000 |
| Highbridge Tactical Credit Master Fund, L.P. | $ | 5,972,944.50 |
| Whitebox KFA Advantage LLC | $ | 1,507,170.88 |
| Whitebox Relative Value Partners, LP | $ | 2,794,017.57 |
| Whitebox GT Fund, LP | $ | 389,771.59 |
| Whitebox Multi-Strategy Partners, LP | $ | 6,247,136.11 |
| Pandora Select Partners, LP | $ | 1,206,004.35 |
| **Total:** | **$** | **37,500,000** |

**Part B**

2021 Delayed Draw Replacement Term Loan Commitments

| 2021 Replacement Term Lender | | 2021 Delayed Draw Replacement Term Loan Commitment |
|---|---|---|
| ASOF Holdings II, L.P. | $ | 18,882,955 |
| ASSF IV AIV B, L.P. | $ | 500,000 |
| Highbridge Tactical Credit Master Fund, L.P. | $ | 5,972,944.50 |
| Whitebox KFA Advantage LLC | $ | 1,507,170.88 |
| Whitebox Relative Value Partners, LP | $ | 2,794,017.57 |
| Whitebox GT Fund, LP | $ | 389,771.59 |
| Whitebox Multi-Strategy Partners, LP | $ | 6,247,136.11 |
| Pandora Select Partners, LP | $ | 1,206,004.35 |
| **Total:** | **$** | **37,500,000** |

**SCHEDULE 2**

**SPECIFIED FIRST AMENDMENT TRANSACTIONS**

1) The ten-vessel KahunaMex acquisition[1]:

| Vessel | IMO Number |
|---|---|
| Hannah Chouest | 9385257 |
| Norbert Bouziga | 9529877 |
| Betty Chouest | 9385269 |
| C-Freedom | 9385271 |
| Dionne Chouest | 9347322 |
| Mia | 9382877 |
| C-Warrior | 9741554 |
| Allie Chouest | 9347358 |
| C-Viking | 9640231 |
| Christian Chouest | 9347334 |

2) The three-vessel Bravo acquisition:

| Vessel | IMO Number |
|---|---|
| Bravo Five (ex Bravante V) | 9645619 |
| Bravo Six (ex Bravante VI) | 9645621 |
| Bravo Seven (ex Bravante VII) | 9645633 |

3) The conversion of an existing 240 class OSV to meet the requirements of a recently awarded Military time charter[2]:

| Vessel | IMO Number |
|---|---|
| HOS Resolution | 9472335 |

1 For the avoidance of doubt, each vessel listed may be substituted and exchanged for another vessel of similar (or greater) size and type and similar (or lesser) age.

2 For the avoidance of doubt, the vessel listed may be substituted and exchanged with an existing 240 class vessel of similar (or greater) size and specifications.

**ANNEX A**

[See attached.]

*Execution Version*

**FIRST LIEN TERM LOAN CREDIT AGREEMENT**

**DATED AS OF**

**SEPTEMBER 4, 2020,**

**AS AMENDED ON DECEMBER 22, 2021**

**AMONG**

**HORNBECK OFFSHORE SERVICES, INC.,**

**AS PARENT BORROWER,**

**HORNBECK OFFSHORE SERVICES, LLC,**

**AS CO-BORROWER,**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**AS ADMINISTRATIVE AGENT,**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**AS COLLATERAL AGENT**

**AND**

**THE LENDERS PARTY HERETO**

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**EXHIBITS AND SCHEDULES**

**THIS FIRST LIEN TERM LOAN CREDIT AGREEMENT** dated as of September 4, 2020 (the "Effective Date"), is entered into by and among: Hornbeck Offshore Services, Inc., a Delaware corporation ("HOSI" or the "Parent Borrower"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("HOS" or the "Co-Borrower"); and the Parent Borrower together with the Co-Borrower, collectively, the "Borrowers" and each, a "Borrower"); each of the Lenders from time to time party hereto; Wilmington Trust, National Association as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

## RECITALS

WHEREAS, the capitalized terms used in these preliminary statements shall have the respective meanings set forth for such terms in Article I hereof;

WHEREAS, on May 19, 2020, the Borrowers and certain Subsidiaries of the Parent Borrower filed voluntary petitions with the Bankruptcy Court (collectively, the "Debtors") initiating their respective cases under chapter 11 of the Bankruptcy Code (each case of the Borrowers and such Subsidiaries, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and in the management of their businesses pursuant to Section 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Debtors filed the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization (Docket No. 7) (the "Plan of Reorganization") with the Bankruptcy Court on May 19, 2020, which Plan of Reorganization was confirmed by the Bankruptcy Court on June 19, 2020;

WHEREAS, the Borrowers have requested, and the Lenders have agreed to provide (on the terms and subject to the conditions set forth herein), a first lien senior secured term loan facility as contemplated by the Plan of Reorganization;

WHEREAS, the Borrowers have requested, and the 2021 Replacement Term Lenders have agreed to provide (i) on the First Amendment Effective Date (on the terms and subject to the conditions set forth in the First Amendment and otherwise herein), a first lien senior secured term loan facility in an aggregate principal amount of $37,500,000 and (ii) during the 2021 Delayed Draw Availability Period (on the terms and subject to the conditions set forth in the First Amendment and otherwise herein), a first lien senior secured delayed draw term loan facility in an aggregate principal amount of $37,500,000;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

## ARTICLE I
## Definitions and Accounting Matters

Section 1.01 Terms Defined Above. As used in this Agreement, each term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

~~"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.~~

"2021 Delayed Draw Extension Notice" has the meaning given to such term in Section 2.02.

"2021 Delayed Draw Replacement Term Loans" has the meaning given to such term in the First Amendment.

"2021 Delayed Draw Replacement Term Loan Commitment" has the meaning given to such term in the First Amendment.

"2021 Delayed Draw Availability Period" means the period following the First Amendment Effective Date to the earliest of (i) the date upon which all or any portion of the 2021 Delayed Draw Replacement Term Loan Commitments have been funded, (ii) July 15, 2022; provided that such date shall be extended to December 1, 2022 in the event that the Borrowers deliver a 2021 Delayed Draw Extension Notice to the Administrative Agent in accordance with Section 2.02 prior to July 1, 2022 and (iii) the date on which the Borrowers elect to terminate the 2021 Replacement Delayed Draw Term Loan Commitments pursuant to Section 2.05.

"2021 Loans" has the meaning given to such term in the First Amendment.

"2021 Replacement Term Lender" has the meaning given to such term in the First Amendment.

"2021 Replacement Term Loans" has the meaning given to such term in the First Amendment.

"2021 Replacement Term Loan Commitment" has the meaning given to such term in the First Amendment.

"2021 Replacement Term Loan Transactions" has the meaning given to such term in the First Amendment.

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acceptable Junior Lien Intercreditor Agreement" means a customary intercreditor agreement, subordination agreement, collateral trust agreement or other intercreditor arrangement (which may, if applicable, consist of a payment waterfall) in form and substance reasonably satisfactory to the Required Lenders (and under which the Indebtedness shall be treated as senior indebtedness), as such agreements may be amended, supplemented, modified or restated in accordance with the terms thereof.

"Account Control Agreement" has the meaning assigned to such term in the Guaranty and Collateral Agreement.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Administrative Agent" has the meaning specified in the recital of parties to this Agreement.

"Administrative Agent Parties" has the meaning assigned to such term in Section 12.14(f).

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affected Loans" has the meaning assigned such term in Section 5.05.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For the avoidance of doubt, an employee stock ownership plan sponsored by any Borrower shall not be an "Affiliate".

"Affiliate Transaction" has the meaning assigned to such term in Section 9.06.

"After-Acquired Vessel" means any Vessel that is acquired or constructed by the Parent Borrower or any Restricted Subsidiary thereof following the Effective Date (and for the avoidance of doubt, excluding all Vessels that are included in the Vessel Collateral as of the Effective Date, but including the HOS Warhorse and HOS Wild Horse).

"Agents" means the Administrative Agent and the Collateral Agent.

"Agreement" means this First Lien Term Loan Credit Agreement, together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases or rearrangements thereof, including the First Amendment.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) the LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Rate or the LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or the LIBO Rate, respectively. Notwithstanding the foregoing, the Alternate Base Rate shall never be less than 2.00%.

"Anti-Terrorism Laws" means any laws and regulations relating to sanctions, terrorism or money laundering, including the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act (as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced).

"Applicable Interest Rate" means, for any day,

(a) solely with respect to the Initial Term Loans, (i) from the Effective Date until the day immediately preceding the third anniversary thereof, with respect to any ABR Loan, 8.50%, and with respect to any Eurodollar Loan, 9.50%, and

(ii) from the third anniversary of the Effective Date and thereafter, with respect to any ABR Loan, 10.00%, and with respect to any Eurodollar Loan, 11.00%; and

(b) solely with respect to the 2021 Replacement Term Loans and the 2021 Replacement Delayed Draw Term Loans, with respect to any ABR Loan, 6.50%, and with respect to any Eurodollar Loan, 7.50%.

"Applicable Percentage" means, with respect to any Lender, the percentage of the total unused Commitments and Loans represented by such Lender's Commitment and outstanding Loans from time to time in effect.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Lender" means, with respect to any Lender, (i) any fund or similar investment vehicle the investment decisions with respect to which are made by (x) such Lender or (y) an investment manager or other Person that manages such Lender or (ii) the Affiliates of each of the foregoing to the extent that the investment decisions with respect to which are made as specified in (x) and (y) above.

"Approved Vessel Reflagging Transaction" means any transaction in which a Loan Party changes the flag or documentation or registration of any Vessel Collateral flagged under the laws of the United States ("Effective Date U.S. Flagged Vessels") listed on Schedule 8.11(b); provided that:

(i) no Loan Party shall be permitted to change the flag or documentation or registration of any Effective Date U.S. Flagged Vessel that is an MPSV;

(ii) other than in the case of Effective Date Low Spec Specified Vessels, no more than three (3) Effective Date U.S. Flagged Vessels may have their flag or documentation or registration changed if the result thereof is that such Effective Date U.S. Flagged Vessel is no longer flagged under the laws of the United States;

(iii) other than in the case of Effective Date Low Spec Specified Vessels, the aggregate Effective Date Vessel Collateral Value of all such Effective Date U.S. Flagged Vessels with respect to which the flag or documentation or registration has changed since the Effective Date with the result that such Vessel Collateral is no longer flagged under the laws of the United States shall not exceed $75,000,000; and (iv) for the avoidance of doubt, Effective Date Low Spec Specified Vessels are not subject to the limitations in the preceding clauses (ii) and (iii).

"Asset Sale" means the sale, lease, conveyance or other disposition of any Property of the Parent Borrower or any Restricted Subsidiary thereof (a "disposition") (including, without limitation, as the result of an Event of Loss, by way of a Sale Leaseback Transaction or by an allocation of assets among newly divided limited liability companies pursuant to a "plan of division") (provided that the disposition of all or substantially all of the Property of the Parent Borrower and its Restricted Subsidiaries taken as a whole will be subject to Section 9.04 of this Agreement). Notwithstanding the foregoing provisions of this definition, the following transactions will be deemed not to be Asset Sales: (A) any disposition (whether in a single transaction or a series of related transactions) for consideration below $250,000; provided that, in any fiscal year of the Parent Borrower, the aggregate consideration from dispositions that are deemed not to be Asset Sales pursuant to this clause (A) shall not exceed $2,500,000; (B) a disposition of any Property by any Borrower to another Loan Party or by a Guarantor to any Borrower or another Guarantor; (C) a disposition of Property that constitutes a Permitted Investment or a Restricted Payment that is permitted by Section 9.01; (D) any charter or lease of any Vessel Collateral or other Property entered into in the ordinary course of business and with respect to which the Parent Borrower or any Restricted Subsidiary thereof is the lessor or Person granting the charter, unless such charter or lease provides for the acquisition of such Vessel Collateral or other Property by the lessee during or at the end of the term thereof for an amount that is less than the fair market value thereof at the time the right to acquire such Property occurs; (E) a disposition of inventory in the ordinary course of business; (F) a disposition of cash, Cash Equivalents or similar investments in the ordinary course of business; (G) [reserved], (H) any disposition of obsolete or excess equipment or other Property (other than Vessels); (I) a disposition of Property by a Restricted Subsidiary of the Parent Borrower to a Loan Party or by a Restricted Subsidiary of the Parent Borrower that is not a Loan Party to another Restricted Subsidiary of the Parent Borrower that is not a Loan Party; (J) dispositions of Property (other than Vessel Collateral and Material Real Property Interests) to the extent that (1) such Property is exchanged for credit against the purchase price of similar replacement Property that is promptly purchased or (2) the proceeds of such disposition are promptly applied to the purchase price of such replacement Property (which replacement Property is actually promptly purchased) (provided that, in the case of sub-clauses (1) and (2), if the Property so disposed is Collateral, the replacement Property shall be Collateral) and (K) leases, subleases, rights of use, passage or access, or any other related leases or rights in respect of Real Property Interests.

"Asset Sale Proceeds Account" means a deposit account and/or securities account (as applicable) of a Borrower at a bank or other financial institution reasonably satisfactory to the Required Lenders that is subject to an Account Control Agreement that provides for control and, following an Event of Default, full dominion in favor of the Collateral Agent and into which are deposited the proceeds (whether in the form of cash, Cash Equivalents or securities or like instruments (unless such securities or like instruments have been pledged to the Collateral Agent by the physical delivery thereof)) of any Asset Sale (and into which no other amounts are deposited).

"Assignment" has the meaning assigned to such term in Section 12.04(b)(i).

"Assignment of Insurances" means each, and "Assignments of Insurances" means every, second priority assignment of the insurances with respect to Vessel Collateral documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama or Vanuatu flags, and the HOS CROSSFIRE, or in the case of a Vessel registered under any other flag except Mexico, an assignment or pledge of insurances, in each case in a form reasonably determined by the Administrative Agent and the Collateral Agent to be necessary.

"Attributable Debt" shall mean, when used with respect to any Sale Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the Borrowers' then current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale Leaseback Transaction.

"Available Liquidity" means, on any date of determination, the sum as of such date of (i) the amount of unrestricted cash and Cash Equivalents (determined in accordance with GAAP) of the Loan Parties; it being understood and agreed that cash and Cash Equivalents subject to any Account Control Agreement to which the Collateral Agent is a party shall not constitute "restricted" cash and Cash Equivalents for purposes of Available Liquidity plus (ii) unused commitments available to be borrowed by any Loan Party (after giving effect to any borrowing base limitations or any other limitations to borrowing thereunder) under any then-existing credit facility the Debt under which is permitted hereunder or that was approved by the Required Lenders.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) in relation to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country as described in the EU Bail-In Legislation Schedule from time to time and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Secrecy Act" means the Bank Secrecy Act of 1970 (Titles I and II of Pub. L. No.~~91~~91-508 (signed into law October 26, 1970 and as modified, amended, supplemented or restated from time to time)).

"Bankruptcy Code" means Title 11, U.S.C., as now or hereafter in effect, or any successor thereto.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Cases from time to time.

"Bankruptcy Law" means each of (i) the Bankruptcy Code, (ii) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including without limitation any plan of arrangement provisions of applicable corporation statutes), and (iii) any order made by a court of competent jurisdiction in respect of any of the foregoing.

"Benefit Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is subject to Title IV of ERISA, and which (a) is sponsored, maintained or contributed to by a Loan Party or an ERISA Affiliate or (b) was at any time during the six (6) calendar years preceding the date hereof sponsored, maintained or contributed to by a Loan Party or an ERISA Affiliate if liability to a Loan Party remains.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Board of Directors" means the Board of Directors of the Parent Borrower or any other Person, as applicable, or any authorized committee of the Board of Directors.

"Borrower" and "Borrowers" have the meanings specified in the recital of parties to this Agreement.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request" means a request by a Borrower for a Borrowing in accordance withSection 2.02.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to remain closed; and if such day relates to a Borrowing or continuation of, a payment or prepayment of principal of or interest on, or a conversion of or into, or the Interest Period for, a Eurodollar Loan or a notice by any Borrower with respect to any such Borrowing or continuation, payment, prepayment, conversion or Interest Period, any day which is also a day on which dealings in dollar deposits are carried out in the London interbank market.

"Calculation Date" has the meaning assigned to such term in the definition of "Pro Forma Basis," "Pro Forma Compliance" and "Pro Forma Effect".

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP. Notwithstanding the foregoing, any lease (whether entered into before or after the Effective Date) that would have been classified as an operating lease pursuant to GAAP as in effect on December 31, 2018 will be deemed not to represent a Capital Lease Obligation.

"Case" has the meaning specified in the Recitals herein.

"Cash Equivalents" means:

(a) securities issued or directly and fully guaranteed or insured by the government of the United States of America or any agency or instrumentality of any such government having maturities of not more than six (6) months from the date of acquisition,

(b) certificates of deposit and Eurodollar time deposits with maturities of six (6) months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six (6) months and overnight bank deposits, in each case with or issued by any commercial bank organized under the laws of any country that is a member of the Organization for Economic Cooperation and Development having capital and surplus in excess of $300,000,000 and whose long-term debt securities are rated at least A3 by Moody's and at least A by S&P,

(c) repurchase obligations with a term of not more than seven (7) days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above,

(d) commercial paper having a rating of at least P-1 from Moody's or at least A-1 from S&P and in each case maturing within two-hundred seventy (270) days after the date of acquisition,

(e) deposits available for withdrawal on demand with any commercial bank not meeting the qualifications specified in clause (b) above, provided that all deposits referred to in this clause (e) are made in the ordinary course of business and do not exceed $5,000,000 in the aggregate at any one time, and

(f) money market mutual funds substantially all of the assets of which are of the type described in any of the foregoing clauses (a) through (d).

"Certificate of Incorporation" means HOSI's Third Restated Certificate of Incorporation, dated as of September 4, 2020.

"Change in Control" means the occurrence of any of the following:

(a) except as permitted pursuant to Section 9.04, the sale, assignment, transfer, lease, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of (x) the Property of the Parent Borrower and its Subsidiaries, taken as a whole or (y) the Vessel Collateral (including pursuant to a sale, assignment, transfer, lease or other disposition of Specified Equity Interests);

(b) the adoption of a voluntary plan relating to the liquidation or dissolution of any Borrower;

(c) at any time on or after a Qualifying IPO, the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act as in effect on the Effective Date), including any group acting for the purpose of acquiring, holding or disposing of Securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act as in effect on the Effective Date), but excluding (i) one or more Permitted Holders and (ii) any underwriter in connection with any Qualifying IPO, of Equity Interests representing more than 50% of the total Voting Stock of the Parent Borrower;

(d) the Parent Borrower shall fail to own and control 100% of the Equity Interests of the Co-Borrower, except as otherwise expressly permitted under Section 9.04; or

(e) the occurrence of a "Change in Control" (or similar event, however denominated), as defined in the Exit Second Lien Credit Agreement (and any Permitted Refinancing Debt in respect thereof) or the documentation governing any other Material Debt.

For purposes of this definition, a time charter of, bareboat charter or other contract for, Vessels to customers in the ordinary course of business shall not be deemed a lease under clause (a) above.

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided,* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Class " means, when used in respect of any Loan or Borrowing, whether such Loan or the Loans comprising such Borrowing are Initial Term Loans, 2021 Replacement Term Loans or 2021 Replacement Delayed Draw Term Loans.

"Co-Borrower" has the meaning specified in the recital of parties to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (unless otherwise provided herein), and any successor statute.

"Collateral" means any and all Property of any Borrower or any Guarantor, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Instruments as security for the payment or performance of the Indebtedness (including, for the avoidance of doubt, the Vessel Collateral and the Material Real Property Interests subject to a Real Property Interests Mortgage).

"Collateral Agent" has the meaning specified in the recital of parties to this Agreement and shall include the institution named as Collateral Agent acting as trustee/mortgagee under each Maritime Mortgage and each Real Property Interests Mortgage.

~~"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans pursuant to Section 2.01 as such commitment may be (a) terminated pursuant to Section 2.01, (b) terminated pursuant to Article X, or (c) modified from time to time to reflect any assignments permitted by Section 12.04. The amount of each Lender's Commitment on the Effective Date shall be the amount set forth on Schedule 2.01.~~

"Commitments" means (i) the Initial Term Loan Commitments, (ii) the 2021 Replacement Term Loan Commitments and (iii) the Delayed Draw Replacement Term Loan Commitments.

"Communications" has the meaning assigned to such term in Section 12.14(a).

"Company Competitors" means any Person identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, to the extent deducted or excluded in calculating Consolidated Net Income for such period and without duplication,

(a) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale,

(b) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries,

(c) Consolidated Interest Expense of such Person and its Restricted Subsidiaries,

(d) depreciation and amortization (including impairment charges, write-offs and amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and all other non-cash expenses of such Person and its Restricted Subsidiaries,

(e) losses (or minus any gains) on early extinguishment of debt for that period (including, without limitation, any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity),

(f) stock-based compensation expense (or minus any gains) reported for such period under FAS 123R, and

(g) all Transaction Expenses and any expenses, fees, charges, or losses (other than depreciation or amortization expense) related to any Equity Offering, Permitted Investment of the type described in clause (c), (h) or (k) of the definition thereof, acquisition or disposition of Vessels, Redemption of Debt, or the incurrence of Indebtedness or Debt permitted to be incurred by this Agreement (including a refinancing thereof) (whether or not successful but, in each case, excluding any such transaction consummated on or prior to the Effective Date).

~~The parties hereto agree that Consolidated EBITDA shall be for the fiscal quarter ending (i) on September 30, 2019 shall be deemed to be $1,148,000, (ii) on December 31, 2019 shall be deemed to be $10,706,000, (iii) on March 31, 2020 shall be deemed to be $(5,644,000) and (iv) on June 30, 2020 shall be deemed to be $4,982,000.~~

"Consolidated Fixed Charge Coverage Ratio" means, with respect to any Person for any Test Period, the ratio of (a) the Consolidated EBITDA of such Person for such Test Period to (b) the sum of the Consolidated Interest Expense of such Person and the amount of cash dividends or distributions paid by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock or any Disqualified Stock that is permitted to be incurred under Section 9.02, in each case for such Test Period. For the avoidance of doubt, Consolidated Fixed Charge Coverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of (a) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations but excluding (i) amortization of debt issuance costs and (ii) any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity, to the extent that any of such nonrecurring charges constitute interest expense) and (b) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; provided that (w) solely for purposes of the calculation of Consolidated Fixed Charge Coverage Ratio, Consolidated Interest Expense shall include any interest that is paid-in-kind, (x) for all other purposes under this Agreement, Consolidated Interest Expense shall exclude any interest that is paid-in-kind or is imputed non-cash interest expense in accordance with GAAP and (y) for purposes of the calculation of Consolidated Fixed Charge Coverage Ratio, in connection with the incurrence of any Debt pursuant to Section 9.02, (i) the Borrowers may elect, pursuant to an Officer's Certificate, to treat all or any portion of the commitment (any such amount elected until revoked as described below, an "Elected Amount") under any Debt which is to be incurred (or any commitment in respect thereof) as being incurred as of the Calculation Date and (A) any subsequent incurrence of Debt under such commitment (so long as the total amount under such Debt does not exceed the Elected Amount) shall not be deemed, for purposes of this calculation, to be an incurrence of additional Debt or an additional Lien at such subsequent time, (ii) the Borrowers may revoke an election of an Elected Amount pursuant to an Officer's Certificate and (iii) for purposes of all subsequent calculations of the Consolidated Fixed Charge Coverage Ratio, the Elected Amount (if any) shall be deemed to be outstanding, whether or not such amount is actually outstanding, so long as the applicable commitment remains outstanding.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP, provided that (a) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in

cash to the referent Person or a Restricted Subsidiary thereof, (b) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, (c) unrealized losses and gains under derivative instruments included in the determination of Consolidated Net Income, including, without limitation those resulting from the application of FASB ASC Topic No. 815, Derivatives and Hedging, shall be excluded, (d) the cumulative effect of a change in accounting principles shall be excluded and (e) any extraordinary, non-recurring, unusual or infrequent items shall be excluded; provided that the exclusion set forth in this clause (e) shall not apply to lost revenues attributable to the impact of the COVID-19 pandemic but shall apply to actual costs and expenses of the Parent Borrower and its Restricted Subsidiaries attributable to the impact of COVID-19 in an amount not to exceed $250,000 for any Test Period. In addition, notwithstanding the preceding, there shall be excluded from Consolidated Net Income any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Debt" means, with respect to any Person, any indebtedness of such Person, whether or not contingent or secured, in respect of (i) borrowed money including, without limitation, any guarantee thereof, or (ii) evidenced by bonds, debentures, notes, term loans or similar instruments or letters of credit (or reimbursement agreements in respect thereof), bank guarantees or bankers' acceptances or indebtedness representing Capital Lease Obligations or the deferred and unpaid purchase price of any Property, or representing any Hedging Obligations, if and to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP; provided, however, that any accrued expense or trade payable of such Person shall not constitute Debt. The amount of any Debt outstanding as of any date shall be (a) the accreted value thereof, in the case of any Debt that does not require current payments of interest, and (b) the principal amount thereof, in the case of any other Debt (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of such Person and its Restricted Subsidiaries thereunder). Furthermore, notwithstanding the foregoing, the following shall not constitute or be deemed "Debt": (i) any indebtedness which has been defeased in accordance with GAAP or defeased pursuant to the deposit of cash or Cash Equivalents (in an amount sufficient to satisfy all such indebtedness obligations at maturity or Redemption, as applicable, and all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens, and the other applicable terms of the instrument governing such indebtedness; (ii) any obligations arising from agreements of a Person providing for indemnification, guarantees, adjustment of purchase price, holdbacks, contingent payment obligations based on a final financial statement or performance of acquired or disposed of assets or similar obligations (other than guarantees of Debt), in each case, incurred or assumed by such

Person in connection with the acquisition or disposition of assets (including through mergers, consolidations or otherwise); and (iii) obligations with respect to letters of credit in support of trade obligations incurred in the ordinary course or incurred in connection with public liability insurance, workers' compensation, unemployment insurance, old-age pensions and other social security benefits other than in respect of employee benefit plans subject to the Employee Retirement Income Security Act of 1974, as amended.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Debtors" has the meaning specified in the Recitals herein.

"Declined Amount" has the meaning assigned to such term in Section 3.04(c)(i).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrowers in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrowers or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrowers, to confirm in writing to the Administrative Agent and the Borrowers that it will comply with its prospective funding obligations hereunder (*provided,* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrowers), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, (iii) become the subject of a Bail-In Action; *provided,* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such

Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender or (iv) become the subject of a Bail-in Action. If a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrowers and each Lender.

"DIP Credit Agreement" means that certain Superpriority Debtor-in-Possession Term Loan Agreement dated as of May 22, 2020 by and among the Borrowers, certain lenders party thereto from time to time and Wilmington Trust, National Association, as administrative and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

"Disqualified Lender" means (a) those Persons identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020, (b) Company Competitors identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020, which list of Company Competitors may be supplemented from time to time after the Effective Date by the Borrowers delivering a written supplement thereto to the Administrative Agent (subject to the consent right of the Required Lenders as set forth below) and (c) any Person that is (or becomes) an Affiliate of the entities described in the preceding clauses (a) and (b) (other than any *bona fide* debt fund affiliates thereof); *provided*, that such Person is either clearly identifiable as an Affiliate solely on the basis of the similarity of its name, is identified in writing to the Administrative Agent by the Borrowers or reveals that it is such an Affiliate in a required certification by such Person prior to any assignment to such Person. Any supplement to the list of Disqualified Lenders shall be made by the Borrowers to the Administrative Agent in writing (including by email) and such supplement shall take effect one Business Day after (i) such notice has been received by the Administrative Agent and (ii) the Administrative Agent has received a written consent (not to be unreasonably withheld or delayed) to such supplement by the Required Lenders; *provided*, that such supplement shall not apply retroactively to disqualify any Person with respect to any Loans held by it immediately prior to the delivery of such supplement. The list of Disqualified Lenders shall be made available to any Lender upon request to the Administrative Agent and is subject to the provisions set forth in Section 12.11.

"Disqualified Stock" means any Equity Interests that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures (excluding any maturity as a result of an optional Redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the Maturity Date; *provided, however,* that any Equity Interests that would constitute Disqualified Stock solely because the holders thereof (or of any security into which it is convertible or for which it is exchangeable) have the right to require the issuer to repurchase such Equity Interests (or such security into which it is convertible or for which it is exchangeable) upon the occurrence of any of the events constituting an Asset Sale or a Change in Control shall not constitute Disqualified Stock if such Equity Interests (and all such securities into which it is convertible or for which it is exchangeable) provide that the issuer thereof will not repurchase or redeem any such Equity Interests (or any such security into which it is convertible or for which it is exchangeable) pursuant to such provisions prior to compliance by the Parent Borrower with Section 3.04(c).

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Restricted Subsidiary that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

"Dutch Auction" has the meaning set forth in Section 12.04(g).

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" has the meaning specified in the recital of parties to this Agreement.

"Effective Date Equity Rights Offering" means an offering of new common stock of the Company, $.00001 par value per share, as contemplated by the term "Equity Rights Offering" in the Plan of Reorganization.

"Effective Date Junior Lien Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the Effective Date, among the administrative agent and collateral agent under the Exit Second Lien Credit Agreement, the Administrative Agent, the Collateral Agent, the Loan Parties and each "Additional Representative" party thereto (and as defined therein), in the form attached hereto as Exhibit J.

"Effective Date Low Spec Specified Vessels" means the Vessels identified under the heading "Effective Date Low Spec Specified Vessel" on Schedule 8.11(b).

"Effective Date U.S. Flagged Vessels" has the meaning specified in the definition of Approved Vessel Reflagging Transaction.

"Effective Date Vessel Collateral Value" means the valuations ascribed to the Vessel Collateral as set forth on Schedule 8.11(b) as of the Effective Date.

"Environmental Laws" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other legally binding directive or requirement, whether now or hereafter in effect, pertaining to health and safety (solely to the extent relating to exposure to Hazardous Materials), pollution or protection of the environment or the preservation or reclamation of natural resources, in effect in any and all jurisdictions in which the Parent Borrower or any Subsidiary is conducting or at any time has conducted business, or where any Property of the Parent Borrower or any Subsidiary is located, including without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act ("TSCA"), as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended and the Hazardous Materials Transportation Act ("HMTA"), as amended. The term "oil" shall have the meaning specified in OPA, the term "release" (or "threatened release") has the meanings specified in CERCLA, the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; *provided, however*, that (a) in the event either OPA, CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and (b) to the extent the laws of the state or other jurisdiction in which any Property of the Parent Borrower or any Subsidiary is located establish a meaning for "oil," "hazardous substance," "release," "solid waste," "disposal" or "oil and gas waste" which is broader than that specified in either OPA, CERCLA or RCRA, such broader meaning shall apply for such purpose.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest (but excluding any debt security that is convertible into or exchangeable for Equity Interests).

"Equity Offering" shall mean any public or private sale of common stock or preferred stock of the Parent Borrower (excluding Disqualified Stock), other than: (i) public offerings with respect to the Parent Borrower's common stock registered on Form S-8, (ii) issuances of the Parent Borrower's common stock exempt from registration under Rule 701 promulgated under the Securities Act or any similar replacement provision or (iii) issuances to any Subsidiary of the Parent Borrower.

"Equity-Paired Debt" has the meaning assigned to such term in Section 9.02(b)(xi).

"ERISA" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder.

"ERISA Affiliate" means each trade or business (whether or not incorporated) which together with a Loan Party would be deemed to be a "single employer" within the meaning of Section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of Section 414 of the Code.

"ERISA Event" means:

(a) any "reportable event," as defined in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Benefit Plan, other than events for which the notice requirements have been waived under the applicable regulations;

(b) the failure of a Benefit Plan to meet the minimum funding standards under Section 412 of the Code or Section 302 of ERISA (determined without regard to any waiver of the funding provisions therein or in Section 430 of the Code or Section 303 of ERISA);

(c) the filing pursuant to Section 412 of the Code or Section 303 of ERISA of an application for a waiver of the minimum funding standard with respect to any Benefit Plan;

(d) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Benefit Plan;

(e) the receipt by a Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Benefit Plan or Benefit Plans or to appoint a trustee to administer any Benefit Plan, but only to the extent such Benefit Plan is subject to Section 412 of the Code or Section 302 of ERISA;

(f) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Section 4062(e) of ERISA or with respect to the withdrawal or partial withdrawal from any Benefit Plan (including as a "substantial employer," as defined in Section 4001(a)(2) of ERISA) or Multiemployer Plan (including the incurrence by the Parent Borrower, a Subsidiary or any ERISA Affiliate of any Withdrawal Liability); or

(g) the receipt by a Loan Party or any ERISA Affiliate of any notice concerning the imposition of a Withdrawal Liability on it or a determination that a Multiemployer Plan is, or is expected to be, in endangered or critical status, within the meaning of Section 305 of ERISA, or insolvent, within the meaning of Title IV of ERISA.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Eurodollar", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" has the meaning assigned to such term in Section 10.01.

"Event of Loss" means (i) with respect to any Material Real Property Interests, any of the following events: (a) any fire or other casualty to all or any portion of the Property with a cost to restore (as reasonably estimated by the Parent Borrower) of $2,500,000 or more; and (b) the condemnation of, or termination without cause, nationalization, requisition, seizure or other taking by any Governmental Authority of all or substantially all of such Material Real Property Interests; and (ii) with respect to any Vessel Collateral, any of the following events: (a) the actual or constructive total loss of any Vessel Collateral or the agreed, arranged or compromised total loss of any Vessel Collateral; or (b) the capture, condemnation, confiscation, nationalization, requisition, purchase, seizure or forfeiture of, or any taking of title to, or any other actual or

constructive taking of, any Vessel Collateral. An Event of Loss shall be deemed to have occurred (i) in the event of an actual loss of any Vessel Collateral, at noon Greenwich Mean Time on the date of such loss or if that is not known on the date which such Vessel Collateral was last heard from; (ii) in the event of damage which results in a constructive or an agreed, arranged or compromised total loss of a Vessel, at noon Greenwich Mean Time on the date of the event giving rise to such damage; or (iii) in the case of an event referred to in clause (b) above, at noon Greenwich Mean Time on the date on which such event is expressed to take effect by the Person making the same.

"Excess PAD" means the proceeds of any Permitted Acquisition Debt not applied to the purchase price of a Permitted Acquisition used to fund ongoing operations of a P.A. Subsidiary for twenty-four (24) months following such Permitted Acquisition so long as the incurrence of such Permitted Acquisition Debt for such purpose is approved by the Board of Directors of the Parent Borrower.

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

"Excluded Asset Sale" has the meaning set forth in the definition of "Net Proceeds".

"Excluded Assets" has the meaning set forth in the Guaranty and Collateral Agreement.

"Excluded Information" means any non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities to the extent such information could have a material effect upon, or otherwise be material to, an assigning Lender's decision to assign Loans or a purchasing Lender's decision to purchase Loans.

"Excluded Subsidiary" means any Subsidiary of the Parent Borrower (a) that is organized in a jurisdiction other than Brazil, Mexico or the United States (or, in each case, any state or other political subdivision thereof) and with respect to which the guarantee by such Subsidiary of the Indebtedness would result in material adverse tax consequences to the Parent Borrower as reasonably determined by the Parent Borrower in consultation with the Required Lenders, (b) that is prohibited from guaranteeing the Indebtedness by applicable law or contractual obligations existing on the Effective Date to the extent such contractual obligations were not entered into in contemplation of the Effective Date (or, in the case of any Subsidiary acquired after the Effective Date, in existence at the time of such acquisition but not entered into in contemplation thereof), (c) with respect to which the guarantee by such Subsidiary of the Indebtedness would require governmental (including regulatory) consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained) or (d) that is a Specified Newbuild Subsidiary. Neither the Co-Borrower nor any Subsidiary of the Parent Borrower that is a Guarantor on the Effective Date shall constitute an Excluded Subsidiary during the term of this Agreement.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other

Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.07) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 5.03(g), and (d) any withholding Taxes imposed under FATCA.

"Excluded Vessel" means (i) each of the following Vessels: Momma's Mad (description: 2012 Everglades 350CC), Momma's Mad II (description: 2011 Sea Hunt) and SeaDoo (description: 2018 SeaDoo L718), each of which is owned on the Effective Date by Hornbeck Offshore Operators, LLC, (ii) the Canopus (description: launch vessel) and (iii) any Vessel acquired (including by way of construction) after the Effective Date with a Specified Value of less than $2,500,000; provided that, for purposes of Section 8.14, HOS Warhorse or HOS Wild Horse shall not constitute an Excluded Vessel except while such Vessel is owned by a Specified Newbuild Subsidiary.

"Existing Initial Term Loans" has the meaning given to such term in the First Amendment.

"Exit Second Lien Credit Agreement" means that certain Second Lien Term Loan Credit Agreement, dated as of the date hereof, among the Parent Borrower, the Co-Borrower, the lenders party thereto from time to time and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders thereunder.

"FATCA" means the Foreign Account Tax Compliance Act as set forth in sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above), and any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Federally Regulated Lender" means any bank, savings and loan association, credit union, farm credit bank, federal land bank association, production credit association, or similar institution subject to the supervision of a federal entity or lending regulation.

"Federally Regulated Lender Excluded Property" means, solely with respect to any Federally Regulated Lender, any right, title and interest of any Loan Party in and to any real property improved by a Building (as defined in the Flood Insurance Laws) or Manufactured (Mobile) Home (as defined in the Flood Insurance Laws).

"Fee Letters" means, collectively, (a) the letter agreement with respect to this Agreement, dated as of September 4, 2020 between the Borrowers and the Administrative Agent and (b) the letter agreement with respect to this Agreement, dated as of September 4, 2020, between the Borrowers and the Lenders party thereto.

"First Amendment" means Amendment No. 1 to First Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor, dated as of December 22, 2021, by and among the Loan Parties, the 2021 Replacement Term Lenders, the Administrative Agent, the Collateral Agent and the Debt Representative.

"First Amendment Effective Date" has the meaning given to such term in the First Amendment.

"First Amendment to Exit Second Lien Credit Agreement" means Amendment No. 1 to Second Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement, dated as of December 22, 2021, by and among the Borrowers, the lenders party thereto and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders thereunder and the Debt Representative.

"Flood Insurance Laws" shall mean, collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Law Guaranty Agreements" means any agreement executed by a Foreign Subsidiary guarantying the payment of Indebtedness and governed by the laws of a jurisdiction other than the laws of the United States of America or any state thereof or the District of Columbia.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means (a) any Subsidiary that owns (directly or indirectly) no material assets other than Equity Interests (or Equity Interests and debt) of a Foreign Subsidiary and (b) any Subsidiary of a Foreign Subsidiary Holding Company.

"Foreign Vessel Reflagging Transaction" has the meaning assigned to such term in Section 8.11(b).

"Funded Debt" means all Debt of the Parent Borrower and its Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Parent Borrower or any such Restricted Subsidiary, to a date more than one year from the date of its creation or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date (including all amounts of such Funded Debt required to be paid or prepaid within one year from the date of its creation), and, in the case of the Loan Parties, Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether foreign or domestic, federal, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, department, commissions, boards, officials and officers or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any international organizations such as the United Nations, or supra-national bodies such as the European Union or the European Central Bank) over the Parent Borrower, any Subsidiary, any of their Properties, the Administrative Agent or any Lender.

"Governmental Requirement" means any international convention, treaty, law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereafter in effect of any Governmental Authority.

"Guarantors" means (i) each Restricted Subsidiary of the Parent Borrower (other than the Co-Borrower) that is party to the Guaranty and Collateral Agreement on the Effective Date, (ii) each Restricted Subsidiary of the Parent Borrower that becomes a party to the Guaranty and Collateral Agreement as a guarantor and lien grantor pursuant to Section 8.14, and (iii) each Foreign Subsidiary of the Parent Borrower that enters into a Foreign Law Guaranty Agreement on the Effective Date or thereafter, in each case until such time as any such Restricted Subsidiary of the Parent Borrower shall be released and relieved of its obligations pursuant to the provisions of this Agreement.

"Guaranty Agreements" means, collectively, the Guaranty and Collateral Agreement and each Foreign Law Guaranty Agreement.

"Guaranty and Collateral Agreement" means an agreement executed by each Borrower, the Guarantors party thereto and the Collateral Agent in substantially the form of Exhibit E (i) unconditionally guarantying on a joint and several basis, payment of the Indebtedness, as the same may be amended, modified or supplemented from time to time and (ii) granting a security interest in certain Collateral defined therein for the ratable benefit of the Guaranteed Creditors identified therein.

"Hazardous Materials" means:

(i) any "hazardous waste" as defined by RCRA;

(ii) any "hazardous substance" as defined by CERCLA;

(iii) any "toxic substance" as defined by TSCA;

(iv) any "hazardous material" as defined by HMTA;

(v) asbestos;

(vi) polychlorinated biphenyls;

(vii) any substance the presence of which is prohibited by any lawful Governmental Requirement from time to time in force and effect; and

(viii) any other substance which by any Governmental Requirement defines or regulates as "hazardous," "toxic" or words of similar import or effect.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, (b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates and (c) any foreign currency futures contract, option or similar agreement or arrangement designed to protect such Person against fluctuations in foreign currency rates, in each case to the extent such obligations are incurred in the ordinary course of business of such Person.

"Highest Lawful Rate" means, with respect to each Lender, the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Loans or on other Indebtedness under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

"HOS" has the meaning specified in the recital of parties to this Agreement.

"HOS ACHIEVER" means that certain Vanuatu-flag Vessel named HOS ACHIEVER, Official Number 1759, owned by HOS.

"HOS CROSSFIRE" means that certain Mexican-flag Vessel named HOS CROSSFIRE, Official Number 31014661325, owned by HOS.

"HOS Warhorse" means that certain newbuild hull, Official Number 1258860, under construction by HOS.

"HOS Wild Horse" means that certain newbuild hull, Official Number 1258861, under construction by HOS.

"HOSI" has the meaning specified in the recital of parties to this Agreement.

"HOSLIFT" means that certain U.S.-flag Vessel named HOSLIFT, Official Number 1259887, owned by HOS Port, LLC.

"Increased Amounts" means (a) the amount of all premiums, accrued interest and any principal amounts of such Debt attributable to interest that has been paid in kind and (b) reasonable expenses incurred in connection with the incurrence of any Permitted Refinancing Debt in respect of any Debt or Disqualified Stock.

"Indebtedness" means any and all amounts owing or to be owing by the Borrowers or any of the Guarantors, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, in each case to the Administrative Agent, the Collateral Agent or any Lender under any Loan Document.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrowers under any Loan Document and (b) to the extent not otherwise described in subsection (a) above, Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 12.03(b).

"Information" has the meaning assigned to such term in Section 12.11.

"Initial Term Loans" means the loans made (or deemed made) by the Lenders to the Borrowers on the Effective Date pursuant to Section 2.01(a).

"Initial Term Loan Commitment" means, with respect to each Lender, the commitment of such Lender to make Initial Term Loans on the Effective Date pursuant to Section 2.01(a) as such commitment may be (a) terminated pursuant to Section 2.01, (b) terminated pursuant to Article X, or (c) modified from time to time to reflect any assignments permitted by Section 12.04.

"Intellectual Property" means all U.S. and non-U.S. (a) patents, (b) trademarks, service marks, trade names, trade dress, and other source identifiers, designs and domain names, (c) copyrights, (d) design rights, inventions, original works of authorship, trade secrets, confidential information, know-how, software and all other intellectual property or proprietary rights and interests, whether registered or unregistered, (e) all registrations and applications for registration related to the foregoing, (f) all licenses, contracts and agreements pursuant to which any Borrower grants or obtains any right to use any such intellectual property or proprietary rights or interests, together with any and all amendments, restatements, renewals, extensions, supplements and continuations thereof, and (g) all rights to sue for any infringement, misappropriation or other violation related to the foregoing, and all income, royalties, damages and payments due or payable therefor.

"Interest Election Request" means a request by the Borrowers to convert or continue a Borrowing in accordance with Section 2.04.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each calendar month and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than one month's duration, each day prior to the last day of such Interest Period that occurs at intervals of one month's duration after the first day of such Interest Period.

"Interest Period" means with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as the Borrowers may elect; *provided*, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day; (b) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period; (c) no Interest Period for a Borrowing may end after the Maturity Date; and (d) the last Interest Period may be such shorter period as to end on the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees by the referent Person of, and Liens on any Properties of the referent Person securing, Debt or other obligations of other Persons), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions of Debt, Equity Interests or all or substantially all of the assets of a Person, or of other securities, and regardless of the form of consideration used to make any of the foregoing (whether cash, Vessels, Equity Interests or otherwise, or any combination thereof), together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP, and "Investment" means any of such Investments; provided, however, that the following shall not constitute Investments: (i) extensions of trade credit or other advances to customers on commercially reasonable terms in accordance with normal trade practices or otherwise in the ordinary course of business, (ii) Hedging Obligations and (iii) endorsements of negotiable instruments and documents in the ordinary course of business. If the Parent Borrower or any Restricted Subsidiary of the Parent Borrower sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Parent Borrower such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Parent Borrower, the Parent Borrower shall be deemed to have made an Investment on the date of any such sale or disposition equal to the Specified Value of the Equity Interests of such Restricted Subsidiary not sold or disposed of.

"Joint Venture" means any Person that is not a direct or indirect Subsidiary of the Parent Borrower in which the Parent Borrower or any of its Restricted Subsidiaries owns an Equity Interest that constitutes a significant portion of the Equity Interests of such Person.

"Junior Debt" means (i) any Debt or Disqualified Stock that is secured by a Lien on all or any portion of the Collateral that is junior in priority to the Liens securing Debt incurred pursuant to Section 9.02(b)(ii), (ii) any unsecured Debt or unsecured Disqualified Stock and (iii) any Debt or Disqualified Stock that is subordinated in right of payment to the Indebtedness or the Loan Guarantees, as the case may be.

"KEMOSABE" means that certain U.S.-flag Vessel named KEMOSABE, Official Number 1190172, owned by Hornbeck Offshore Operators, LLC.

"Lenders" means each of the lenders listed on Schedule 2.01, any 2021 Replacement Term Lenders and any other Person that shall have become a party hereto pursuant to an Assignment, other than any such Person that ceases to be a party hereto pursuant to an Assignment.

"LIBO Rate" means,

(a) for any interest rate calculation with respect to a Eurodollar Loan, the rate of interest per annum determined on the basis of the rate for deposits in dollars for a period equal to the applicable Interest Period which appears on Reuters Screen LIBOR01 Page (or any applicable successor page) at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of the applicable Interest Period (rounded upward, if necessary, to the nearest 1/100th of 1%). If, for any reason, such rate does not appear on Reuters Screen LIBOR01 Page (or any applicable successor page), then the "LIBO Rate" shall be determined by the Administrative Agent to be the arithmetic average of the rate per annum at which deposits in dollars in minimum amounts of at least $5,000,000 would be offered by first class banks in the London interbank market to the Administrative Agent at approximately 11:00 a.m. (London time) two (2) Business Days prior to the first day of the applicable Interest Period for a period equal to such Interest Period.

(b) for any interest rate calculation with respect to an ABR Loan, the rate of interest per annum determined on the basis of the rate a for deposits in dollars in minimum amounts of at least $5,000,000 for a period equal to one month (commencing on the date of determination of such interest rate) which appears on the Reuters Screen LIBOR01 Page (or any applicable successor page) at approximately 11:00 a.m. (London time) on such date of determination, or, if such date is not a Business Day, then the immediately preceding Business Day (rounded upward, if necessary, to the nearest 1/100th of 1%). If, for any reason, such rate does not appear on Reuters Screen LIBOR01 Page (or any applicable successor page) then the "LIBO Rate" for such ABR Loan shall be determined by the Administrative Agent to be the arithmetic average of the rate per annum at which deposits in dollars in minimum amounts of at least $5,000,000 would be offered by first class banks in the London interbank market to the Administrative Agent at approximately 11:00 a.m. (London time) on such date of determination for a period equal to one month commencing on such date of determination.

Each calculation by the Administrative Agent of the LIBO Rate shall be conclusive and binding for all purposes, absent manifest error.

Notwithstanding the foregoing, the LIBO Rate shall never be less than 1.00%.

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any 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 ("UCC") (or equivalent statutes) of any jurisdiction other than a precautionary financing statement respecting a lease not intended as a security agreement) or any assignment (or agreement to assign) any right to income or profits from any Property by way of security.

"Limited Condition Acquisition" means any Permitted Acquisition, Permitted Investment in a Permitted Business or acquisition of Vessels or related Property, including by way of merger, amalgamation or consolidation by the Parent Borrower or one or more of its Restricted Subsidiaries, the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing.

"Loan Documents" means this Agreement, the First Amendment, the Notes, Fee Letters, the Security Instruments and each Acceptable Junior Lien Intercreditor Agreement.

"Loan Guarantees" means, collectively, the guarantees of the Indebtedness made by the Guarantors pursuant to the Guaranty Agreements.

"Loan Parties" means the Borrowers and the Guarantors, and "Loan Party" means any one of them.

"Loans" means (i) the Initial Term Loans, (ii) the 2021 Replacement Term Loans, (iii) the 2021 Replacement Delayed Draw Term Loans and (iv) any other loans made by the Lenders to the Borrowers pursuant to this Agreement, including for the avoidance of doubt, Loans made pursuant to Section 2.01.

"Maritime Mortgage" means each, and "Maritime Mortgages" means every, mortgage over all or a portion of the Vessel Collateral, in substantially the forms of Exhibits F-1, F-2 or F-4, as applicable, or such other form reasonably determined by the Administrative Agent and the Collateral Agent to be appropriate in order to create a valid, enforceable and, when duly filed and recorded or registered, perfected first preferred mortgage or first priority mortgage under the laws of the applicable flag jurisdiction on the relevant Vessel Collateral, including for the applicable flag jurisdiction a statutory mortgage and the related separate deed of covenants, as applicable, with such preference or priority subject in each instance only to Permitted Maritime Liens.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, Properties, condition (financial or otherwise) or results of operations of the Parent Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrowers and the Guarantors, taken as a whole, to perform any of their payment or other material obligations under the Loan Documents, (c) the validity or enforceability of any Loan Document or (d) the ability of the Administrative Agent or any Lender to enforce any of their respective material rights under the Loan Documents.

"Material Debt" means Funded Debt (other than the Loans) or Hedging Obligations, of any one or more of the Borrowers and the Guarantors in an aggregate principal amount exceeding $17,000,000. For purposes of determining Material Debt, the "principal amount" of any Hedging Obligations shall be the Swap Termination Value thereof.

"Material Real Property Interests" means (i) any Real Property Interests which are fee-owned by, or leased to, the Borrower or a Restricted Subsidiary as of the date hereof or acquired after the date hereof by a Loan Party, in either case, having a fair market value exceeding $1,750,000 on an individual basis as of the date hereof or for Real Property Interests acquired after the date hereof, at the time of its acquisition, (ii) leasehold interests of HOS Port, LLC, a Restricted Subsidiary, in (A) that certain tract of land pursuant to a contract of lease dated December 12, 2002, originally by and between Greater Lafourche Port Commission, as lessor, and Rowan Marine Services, Inc., as lessee, registered in COB 1519, page 165, under Entry No. 928941, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time) and (B) that certain tract of land pursuant to a contract of lease dated January 1, 2003, originally by and between Greater Lafourche Port Commission, as lessor, and ASCO USA, L.L.C., as lessee, registered in COB 1524, page 691, under Entry No. 932370, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time) and (iii) fee-owned interests of Hornbeck Offshore Operators, LLC, a Restricted Subsidiary, in that certain tract or portion of land, together with, among other things, all the buildings and improvements thereon, situated in Section 40, Township 6 South, Range 7 East, and Section 45, Township 7 South, Range 7 East, Tangipahoa Parish, Louisiana.

"Maturity Date" means (i) solely with respect to the Initial Term Loans, the fourth anniversary of the Effective Date and (ii) solely with respect to the 2021 Replacement Term Loans and the 2021 Replacement Delayed Draw, June 22, 2025.

"Mexican Non-Possessory Pledge Agreement" means each, and "Mexican Non-Possessory Pledge Agreements" means every, Mexican law governed non-possessory pledge agreement over all or substantially all of the assets of each Guarantor that is organized in Mexico (or any state or other political subdivision thereof), including the marine insurance policies required under Mexican law for its Mexican-flag Vessel Collateral, between the Collateral Agent, as pledgee and each Guarantor that is organized in Mexico (or any state or other political subdivision thereof), as pledgor, in substantially the form of Exhibit F-8 or such other form reasonably determined by the Administrative Agent and Collateral Agent to be necessary.

"Minimum Fixed Charge Coverage Ratio Test" means whether the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries for the Test Period preceding the date on which additional Debt is incurred or Disqualified Stock is issued would have been at least 2.0 to 1.0 at the time such additional Debt is incurred or such Disqualified Stock is issued, as determined on a Pro Forma Basis (including a pro forma application of the net proceeds therefrom), as if the additional Debt or Disqualified Stock had been issued or incurred, as the case may be, at the beginning of such Test Period.

"Minimum Liquidity Amount" means $25,000,000.

"Mortgage" means any mortgage, deed of trust, deed to secure debt, or similar document creating a Lien on and security interest in real property.

"MPSV" means a multi-purpose support vessel.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which a Loan Party or ERISA Affiliate has liability.

"Net Income" means, with respect to any Person, the net income (or loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (a) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (i) any sale, lease, conveyance or other disposition of Property outside the ordinary course of business or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Debt of such Person or any of its Restricted Subsidiaries, (b) any extraordinary or nonrecurring gain (but not loss) and (c) the non-cash impact of the application of fresh start accounting principles as a result of the Debtors' emergence from bankruptcy, together with any related provision for taxes on such extraordinary or nonrecurring gain (but not loss). Time charters, bareboat charters and Vessel management or similar agreements shall not be included in (a)(i) above.

"Net Proceeds" means the aggregate cash proceeds received by the Parent Borrower or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale) (including, for the avoidance of doubt, any insurance proceeds received in the event of an Event of Loss), net of (without duplication) the following: (a) the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, sales commissions, recording fees, title transfer fees, appraiser fees and costs incurred in connection with preparing such asset for sale) and any relocation expenses incurred as a result thereof, (b) taxes paid or estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (c) amounts required to be applied to the repayment of Debt (other than (i) Indebtedness under this Agreement, (ii) [reserved] and (iii) any Debt that is secured by a Lien on the Property subject to such Asset Sale that ranks pari passu with or junior to the Liens on such Property securing the Indebtedness secured by a Permitted Lien on the Property (including any Vessel Collateral) that was the subject of such Asset Sale (or otherwise to discharge Liens on such Property)), and (d) any reserve established in accordance with GAAP or any amount placed in escrow, in either case for adjustment in respect of the sale price of such Properties, until such time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Proceeds shall include only the amount of the reserve so reversed or the amount returned to the Parent Borrower or its Restricted Subsidiaries from such escrow arrangement, as the case may be; provided that, no cash proceeds received by the Parent Borrower or any of its Restricted Subsidiaries during any fiscal year in respect of any Asset Sale shall constitute Net Proceeds until such proceeds (net of all amounts described in clauses (a) through (d) of the immediately preceding sentence) in respect of all Asset Sales consummated during such fiscal year exceed $2,500,000 per fiscal year (any such Asset Sale for which none of the proceeds thereof constitute Net Proceeds pursuant to this proviso, an "Excluded Asset Sale").

"Notes" means the promissory notes of the Borrowers described in Section 2.03(c) and being substantially in the form of Exhibit A together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases and/or rearrangements thereof.

"Notice of Prepayment" has the meaning assigned to such term in Section 3.04(b).

"OFAC" means the United States Treasury Department's Office of Foreign Asset Control.

"Officer's Certificate" means a certificate signed on behalf of the Borrowers by a Responsible Officer of the Borrowers.

"OPA" has the meaning set forth in the definition of "Environmental Laws."

"Organizational Documents" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Brazilian Security Instrument" means each security agreement, pledge agreement, charge, mortgage, deed of trust and any other agreements or any notices, certificates or other documents related thereto, in each case, governed by the laws of Brazil and executed and delivered by a Loan Party or any other Person as security for the payment or performance of the Indebtedness, as such agreements or documents may be amended, modified, supplemented or restated from time to time, including, without limitation (a) any private instrument of fiduciary assignment in guarantee of bank accounts and credit rights, (b) any private instrument of fiduciary sale in guarantee of quotas, (c) any letter of guaranty and (d) any private instrument of depositary services.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Mexican Security Instrument" means each security agreement, pledge agreement, charge, mortgage, deed of trust and any other agreements (including any Mexican Non-Possessory Pledge Agreements) or any notices, certificates or other documents related thereto, in each case, governed by the laws of Mexico and executed and delivered by a Loan Party or any other Person as security for the payment or performance of the Indebtedness, as such agreements or documents may be amended, modified, supplemented or restated from time to time, including, without limitation (a) any non-possessory pledge agreement, (b) any equity interest pledge agreement and (c) any stock pledge agreement.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.07).

"P.A. Subsidiary" means any Restricted Subsidiary (including a Restricted Specified Newbuild Subsidiary) of the Parent Borrower that is not a Loan Party and which is (i)(x) formed solely for the purpose of incurring or issuing Permitted Acquisition Debt, Debt issued under Section 9.02(b)(x) or Equity Interests of the Parent Borrower, as applicable, in connection with the consummation of a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property and/or the completion or construction of HOS Wild horse and HOS Warhorse and purposes reasonably related thereto and engaging in activities strictly incidental to the foregoing or (y) acquired by the Parent Borrower or any of its Restricted Subsidiaries in a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property in which Permitted Acquisition Debt was incurred or assumed, and in each case which is designated as a P.A. Subsidiary pursuant to Section 8.12 and (ii) owned by a Loan Party that is not the Parent Borrower.

"P.A. Subsidiary Equity Contribution" means an Investment made by the Parent Borrower or any of its Restricted Subsidiaries in a P.A. Subsidiary with the cash proceeds from the issuance of Equity Interests by the Parent Borrower following the Effective Date which proceeds have been identified by the Parent Borrower to the Administrative Agent as being intended to be used to fund such Investment in connection with a Permitted Acquisition and/or the ongoing operation of the applicable P.A. Subsidiary and its Subsidiaries for twenty-four (24) months following consummation of the Permitted Acquisition so long as the issuance of such Equity Interests is approved by the Board of Directors of the Parent Borrower.

"Parent Borrower" has the meaning specified in the recital of parties to this Agreement.

"Participant" has the meaning assigned to such term in Section 12.04(c).

"Participant Register" has the meaning specified in Section 12.04(e).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Acquisition" shall have the meaning provided in clause (c) of the definition of Permitted Investments.

"Permitted Acquisition Debt" means Debt or Disqualified Stock of any P.A. Subsidiary incurred, issued or assumed, or with respect to which any Property is acquired, in each case (a) to finance, or (b) that is secured by the assets acquired pursuant to, a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property, to the extent incurred, issued or assumed concurrently with such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property if, in each case on the date such Debt or Disqualified Stock was incurred, issued or assumed, either (1) the Parent Borrower would be permitted to incur at least $1.00 of additional Debt or Disqualified Stock pursuant to the Minimum Fixed Charge Coverage Ratio Test or (2) the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately after such incurrence, issuance or assumption would be greater than the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately prior to such incurrence, issuance or assumption; provided that (i) except in the case of assumed Debt or assumed Disqualified Stock, the Permitted

Acquisition LTV Ratio with respect to any such transaction shall be no greater than 75.0%, (ii) in the case of assumed Debt or Disqualified Stock only, such Debt or Disqualified Stock was not incurred in contemplation of the assumption of such Debt by the applicable Loan Party, (iii) any such Debt or Disqualified Stock described in this definition (1) shall not be secured by any Property other than (x) Property being acquired pursuant to such Permitted Acquisition of such Permitted Business or one or more Vessels or related Property, (y) a pledge of Equity Interests in the P.A. Subsidiary obligor under such Permitted Acquisition Debt and (z) other Property invested in the applicable P.A. Subsidiary, so long as such Investment is permitted under this Agreement (including any proceeds of any P.A. Subsidiary Equity Contribution or Excess PAD not otherwise applied to consummate a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property), and other Property generated by the ongoing business operations of the applicable P.A. Subsidiary), (2) shall have as the sole obligors thereunder the P.A. Subsidiary formed for the purpose of consummating such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property and any P.A. Subsidiaries acquired by the Parent Borrower or any of its Restricted Subsidiaries in such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property, (3) except in the case of assumed Debt or assumed Disqualified Stock, shall not mature and shall not have any mandatory or scheduled payments or sinking fund obligations prior to 91 days after the Maturity Date (except (x) as a result of a customary change of control or asset sale repurchase offer provisions, (y) for scheduled amortization, which shall not exceed 5.00% per annum and (z) for prepayments made solely with the cash flow attributable to the assets so acquired) and (4) except in the case of assumed Disqualified Stock, shall comply with clause (iv) of the definition of "Required Additional Debt Terms", (iv) the Collateral Agent shall be granted a Lien on 100% of the Equity Interests of each Subsidiary (other than any P.A. Subsidiary) of the Parent Borrower which owns Equity Interests of a P.A. Subsidiary (for the avoidance of doubt, the Collateral Agent shall not be required to be granted a Lien on the Equity Interests of any P.A. Subsidiary) and (v) the Parent Borrower shall deliver an Officer's Certificate to the Administrative Agent certifying compliance with the terms and conditions set forth in the preceding clauses (i) through (iv) of this proviso, and evidencing compliance with the financial incurrence test related to the Consolidated Fixed Charge Coverage Ratio set forth in this definition.

"Permitted Acquisition LTV Ratio" means, with respect to any issuance or incurrence of Permitted Acquisition Debt, the ratio of (i) the sum of the initial principal amount of such Permitted Acquisition Debt and any unused commitments in respect thereof (including revolving commitments and delayed draw term loan commitments) to (ii) the Specified Value of the assets purchased with the proceeds of such Permitted Acquisition Debt, in each case measured at the time of the issuance or incurrence of such Permitted Acquisition Debt.

"Permitted Business" means the business of providing marine transportation or marine logistics services or other businesses reasonably complementary or reasonably related thereto (as determined in good faith by the Parent Borrower's Board of Directors).

"Permitted Holder" means each of Ares Management LLC, Highbridge Capital Management, LLC and Whitebox Advisors LLC and, in the case of each of the foregoing, (i) any fund or other investment vehicle or managed account the investment decisions with respect to which are made by (x) such Permitted Holder or a direct or indirect subsidiary of such Permitted Holder or (y) an investment manager or other Person that manages such Permitted Holder or (ii) the Affiliates (other than any portfolio operating company) of each of the foregoing to the extent that the investment decisions with respect to which are made as specified in (x) or (y) above.

"Permitted Investments" means

(a) any Investment in (i) the Parent Borrower (including, without limitation, any acquisition of the Loans by the Borrowers in accordance with Section 12.04(g)) or in another Loan Party and/or (ii) a P.A. Subsidiary consisting of a P.A. Subsidiary Equity Contribution,

(b) any Investment in Cash Equivalents,

(c) any acquisition, whether by purchase, merger or otherwise, of (x) all or substantially all of the assets of a Person or all of the Equity Interests of a Person that is not, prior to such acquisition, a Subsidiary of the Parent Borrower or (y) one or more Vessels or related Property so long as, in each case, (i) such assets are acquired by a Loan Party or the Person so acquired becomes a Loan Party or (ii) in the case of any acquisition by or of a P.A. Subsidiary, (a) such acquisition shall be consummated in connection with the incurrence, issuance or assumption of Permitted Acquisition Debt or Equity Interests of the Parent Borrower and (b) no Investments in such P.A. Subsidiary following the date of such acquisition shall be made in reliance on this clause (c); provided, that in each case, Available Liquidity measured on a Pro Forma Basis as of the date on which such acquisition is consummated and after giving effect thereto shall be no less than the Minimum Liquidity Amount (any such acquisition, a "Permitted Acquisition"),

(d) any Investment made as a result of an Asset Sale (so long as the receipt of such non-cash consideration is permitted by Section 9.08),

(e) any Investment described on Schedule 9.01 and existing on the Effective Date,

(f) Investments in stock, obligations or securities received in settlement of any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower as a result of bankruptcy or insolvency proceedings or upon the foreclosure, perfection or enforcement of any Lien in favor of the Parent Borrower or any Restricted Subsidiary of the Parent Borrower, in each case as to any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower that arose in the ordinary course of business of the Parent Borrower or any such Restricted Subsidiary,

(g) any Investment in a Person to the extent such Investment was made or entered into in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Parent Borrower,

(h) Investments in a Person that is not a Loan Party (other than any Specified Newbuild Subsidiary) in an aggregate amount of all outstanding Investments made pursuant to this clause (h) during the term of this Agreement not to exceed $10,000,000,

(i) Investments in Specified Newbuild Subsidiaries consisting of (A) HOS Warhorse, the HOS Wild Horse and Specified Newbuild Related Assets related thereto, (B) Specified Newbuild Subsidiary Equity Contributions and/or (C) the proceeds received by the Parent Borrower or any Restricted Subsidiary from any Person in respect of liability of such Person for

claims asserted by the Parent Borrower or any Restricted Subsidiary related to or pertaining to the construction of the HOS Warhorse and HOS Wild Horse; provided that, in each case of sub-clauses (A) through (C), (x) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (y) such Investment is made at the time at which any Specified Newbuild Debt is outstanding or in reasonable anticipation of such Specified Newbuild Debt being incurred (as determined in good faith by the Board of Directors of the Parent Borrower),

(j) intercompany loans, capital contributions and/or advances made to consummate a Foreign Vessel Reflagging Transaction, and,

(k) additional Investments in an aggregate amount of all outstanding Investments made pursuant to this clause (k) during the term of this Agreement not to exceed $25,000,000; provided that) on a Pro Forma Basis, Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for the most recently completed Test Period less (x) drydocking capital expenditures of the Parent Borrower and its Restricted Subsidiaries for such Test Periodless (y) Consolidated Interest Expense of the Parent Borrower and its Restricted Subsidiaries for such Test Period (excluding, for purposes of this clause (k), any interest that is paid-in-kind or is imputed non-cash interest expense in accordance with GAAP) shall be no less than $40,000,000 and provided, further that Investments under this clause (k) may not be made into any Specified Newbuild Subsidiary.

The amount of any Permitted Investment shall be determined in accordance withSection 1.07 and, for purposes of clause (k) of this definition only, the results of such determination shall be evidenced by an Officer's Certificate delivered to the Administrative Agent not later than the date of making any such Permitted Investment.

For purposes of determining whether any Investment (or proposed Investment) qualifies as a Permitted Investment, in the event that any such Investment meets the criteria of more than one of subparts (a) through (k), above, the Borrower shall be permitted to divide or classify such Investment on the date it is made in any manner that qualifies as a Permitted Investment, and such Investment will be treated as having been made pursuant to one or more of such subparts.

"Permitted Liens" means

(a) Liens securing:

(i) Debt under the Exit Second Lien Credit Agreement that is incurred pursuant to, and permitted under, Section 9.02(b)(ii);provided that, (x) such Liens shall not be on any Property other than Collateral and shall rank junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Junior Lien Intercreditor Agreement;

(ii) Permitted Acquisition Debt incurred, issued or assumed pursuant to Section 9.02(b)(ix); provided that, such Liens shall not be on any Property other than Property that is expressly permitted to secure Permitted Acquisition Debt pursuant to the definition thereof;

(iii) liens on Specified Newbuild Debt issued by a Restricted Specified Newbuild Subsidiary incurred pursuant to Section 9.02(b)(x); provided that, such Liens shall not be on any Property other than the HOS Warhorse, the HOS Wild Horse, Specified Newbuild Related Assets, related cash of any Restricted Specified Newbuild Subsidiary (including the cash proceeds held by any Restricted Specified Newbuild Subsidiary from the issuance of Equity Interests of the Parent Borrower intended to be used to fund the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto), accounts receivable of any Restricted Specified Newbuild Subsidiary, Excess PAD and the Equity Interests of the Person that directly owns the HOS Warhorse and HOS Wild Horse (in the case of the Lien on such Equity Interests, solely to the extent that such Lien is permitted under the definition of Specified Newbuild Debt); and

(iv) Equity-Paired Debt incurred pursuant to Section 9.02(b)(xi); provided that, (x) such Liens shall not be on any Property other than Collateral and shall rank junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Junior Lien Intercreditor Agreement;

(b) Liens existing on the Effective Date and described on Schedule 9.03;

(c) any interest or title of a lessor under an operating lease or precautionary liens on Property covered by leases;

(d) Liens on Property (other than on Vessel Collateral and any Real Property Interests) of the Parent Borrower or any of its Restricted Subsidiaries to secure Debt incurred for the purpose of (i) financing all or any part of the purchase price of such Property incurred prior to, at the time of, or within 180 days after, completion of the acquisition of such Property or (ii) financing all or any part of the cost of construction, improvement or conversion of any such Property, provided that the amount of any such financing shall not exceed the amount expended in the acquisition of, or the construction, improvement or conversion of, such Property and such Liens shall not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof);

(e) Liens (other than on Vessel Collateral and any Real Property Interests) securing the performance of tenders, bids, statutory obligations, surety, appeal, return-of-the-money or performance bonds, government contracts, insurance obligations or other obligations of a like nature incurred in the ordinary course of business;

(f) Liens securing Permitted Refinancing Debt with respect to any Debt secured by Liens referred to in clauses (a), (b) and (d) above and in this clause (f); provided that:

(i) in the case of clause (a) above and this clause (f) (to the extent relating to clause (a)), such Debt could have originally been incurred in accordance with the applicable clause of Section 9.02(b) and such Liens comply with the applicable limitations set forth or referred to in clause (a) above; and

(ii) in the case of clauses (b) and (d) above and this clause (f) (to the extent relating to clauses (b) and (d) above), such Liens do not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof);

(g) with respect to any Real Property Interests, those Permitted Encumbrances (that are defined in any Mortgage), upon such Real Property Interests, including, but not limited to, Prior Recorded Interests with respect to such Real Property Interests, whether or not included in such Permitted Encumbrance definition;

(h) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceeding that may have been duly initiated for the review of such judgment has not been finally terminated or the period within which such proceeding may be initiated has not expired;

(i) Liens upon specific items of inventory or other goods and proceeds of the Parent Borrower or its Restricted Subsidiaries securing the Parent Borrower's or any such Restricted Subsidiary's obligations in respect of bankers' acceptances issued or created for the account of any such Person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business;

(j) legal or equitable Liens deemed to exist by reason of negative pledge covenants and other covenants or undertakings of a like nature;

(k)(1) Liens for Taxes not yet due or which are being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, (2) with respect to U.S.-flag Vessels, "preferred maritime liens" as defined in 46 U.S. Code §31301, and, with respect to non-U.S.-flag Vessels, those maritime liens that are given preferred status over a Maritime Mortgage under the laws of the applicable foreign-flag jurisdiction, in each case arising by law in the ordinary course of business for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, and (3) shipyard Liens and other Liens arising by operation of law in the ordinary course of business in constructing, operating, maintaining and repairing the Vessels, including any Liens for charters or leases of a Vessel, for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, *provided*, that in each of case (1), (2) and (3), such contest will, more likely than not, not result in (i) the sale, forfeiture, confiscation, distraint, seizure, or loss of any Vessel Collateral or any interest therein in the course of any such proceedings, or as a result of any such Lien or (ii) any materially adverse effect on the interests of any mortgagee under the applicable Maritime Mortgage or other such mortgage or security;

(l) Liens created pursuant to the Loan Documents securing the Indebtedness;

(m) Liens in favor of the Borrowers and any other Loan Parties;

(n) customary rights of banks to set off deposits against Debt owed to said bank;

(o) Liens on cash collateral securing Debt permitted under Section 9.02(b)(xvi) in an aggregate amount outstanding not to exceed $600,000 at any time;

(p) leases and sub-leases, rights of use, passage or occupancy entered into in the ordinary course of business affecting the Real Property Interests;

(q) limitations and conditions under that certain Third Amended and Restated Trade Name and Trademark License Agreement between HFR, LLC and Hornbeck Offshore Operators, LLC, effective as of the Effective Date (the "Third Amended and Restated Trade Name and Trademark License Agreement"); and

(r) other Liens not otherwise permitted pursuant to the foregoing in the aggregate at any one time outstanding not to exceed $15,000,000; provided that, with respect to any such Liens that secure debt for borrowed money or debt evidenced by bonds, indentures, notes, term loans or similar instruments, (x) such Liens shall not be on any Property other than Collateral and shall rank junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Junior Lien Intercreditor Agreement.

"Permitted Maritime Liens" means those Permitted Liens under clauses (a) (to the extent that such Liens comply with the applicable limitations set forth or referred to in such clause (a)), (b), (k) and (l) of the definition thereof.

"Permitted Refinancing Debt" means any Debt of the Parent Borrower or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Debt of the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that (a) the principal amount of such Permitted Refinancing Debt does not exceed the principal amount of, plus Increased Amounts, if any, the Debt so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith), (b) such Permitted Refinancing Debt has a final maturity date no earlier than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (c) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Loans or the Loan Guarantees, as the case may be, such Permitted Refinancing Debt is subordinated in right of payment to the Loans or the Loan Guarantees on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (d) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is secured by all or any portion of the Collateral and is subject to an intercreditor agreement to which the Administrative Agent or the Collateral Agent is a party, (i) such Permitted Refinancing Debt shall not be secured by any Property other than Property that secured the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (ii) the priority of the Liens on the Collateral securing such Permitted Refinancing Debt (if any) shall have the same or a lesser ranking relative to the Liens on the Collateral securing the Indebtedness than the Liens on the Collateral securing the Debt being extended, refinanced, renewed, replaced, defeased or refunded and (iii) such Permitted Refinancing Debt (if secured) shall be subject to a customary intercreditor agreement, subordination agreement, collateral trust agreement or other intercreditor arrangement (which may, if applicable, consist of a payment waterfall) in form and substance satisfactory to the Required Lenders, (e) if the Debt being extended, refinanced, renewed, replaced, defeased or

refunded is unsecured, such Permitted Refinancing Debt shall be unsecured, (f) such Debt is incurred either by the Parent Borrower or any of its Restricted Subsidiaries that is the obligor on the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, however, that the Parent Borrower or a Restricted Subsidiary of the Parent Borrower may guarantee Permitted Refinancing Debt incurred by the Borrowers, but only to the extent the Parent Borrower or such Restricted Subsidiary was an obligor or guarantor of the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, further, however, that if such Permitted Refinancing Debt is subordinated to the Loans, such guarantee shall be subordinated to such Restricted Subsidiary's Loan Guarantee to at least the same extent and (g) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded initially consisted of Permitted Acquisition Debt, Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary or Equity-Paired Debt or the initial incurrence, issuance or assumption thereof was conditioned upon compliance with clause (iii) or the provisos to clause (iv) of the Required Additional Debt Terms, the Permitted Refinancing Debt shall comply with the terms set forth in the definitions of Permitted Acquisition Debt, Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary, Equity-Paired Debt or clause (iii) and/or the provisos to clause (iv) of the Required Additional Debt Terms, as applicable (to the same extent that the initial Debt was required to comply with such terms, except that the use of proceeds of such Permitted Refinancing Debt shall be to extend, refinance, renew, replace, defease or refund the Debt being extended, refinanced, renewed, replaced, defeased or refunded).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, unincorporated organization, Governmental Authority or other entity.

"Plan Effective Date" has the meaning assigned to the term "Effective Date" in the Plan of Reorganization.

"Plan of Reorganization" has the meaning specified in the Recitals herein.

"Platform" has the meaning assigned to such term in Section 12.14(b).

"Prime Rate" means the rate of interest per annum publicly quoted from time to time by The Wall Street Journal as the "prime rate" (or, if The Wall Street Journal ceases quoting a prime rate, the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as the bank prime loan rate or its equivalent). Any change in such prime rate shall take effect at the opening of business on the day specified in the public announcement of such change.

"Prior Recorded Interests" means, ownership interests, servitudes, real rights, liens, leases and other interests in property that appear in the public records affecting the Real Property Interests and in existence as of the date hereof.

"Pro Forma Basis," "Pro Forma Compliance," and "Pro Forma Effect" shall mean, with respect to compliance with any test, financial ratio, or covenant hereunder, including, without limitation, Consolidated EBITDA, Consolidated Fixed Charge Coverage Ratio, Consolidated Interest Expense, Consolidated Net Income, and Total Leverage Ratio that all Specified

Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable Test Period of measurement in such test, financial ratio or covenant, without duplication: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (1) in the case of a sale, transfer, or other disposition of all or substantially all of the Equity Interests in any Subsidiary of Parent Borrower or any division, product line, or facility used for operations of Parent Borrower or any of its Subsidiaries made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be excluded, and (2) in the case of an acquisition of one or more Vessels or related Property or a Permitted Investment made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be included, (b) any incurrence, assumption, guarantee or Redemption of Debt by the Parent Borrower or any of its Restricted Subsidiaries in connection therewith (it being agreed that if such Debt has a floating or formula rate, such Debt shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Debt as at the relevant date of determination) subsequent to the commencement of the Test Period for which such test, financial ratio or covenant hereunder is being calculated but prior to the date on which the event occurred for which the calculation of such test, financial ratio or covenant hereunder is made (the "Calculation Date"); (c) any delivery to, or acquisition by, the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures of any newly constructed Vessel (or Vessels), whether constructed by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures or otherwise or any reactivated Vessel that has been a Stacked Vessel for more than twelve (12) months (including, but not limited to, offshore supply vessels, offshore service vessels, multi-purpose support vessels, other construction vessels, crewboats, fast supply vessels, anchor handling and towing supply vessels, tankers, tugs and tank barges) usable in the normal course of business of the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, that is (or are) subject to a Qualified Services Contract, (d) solely to the extent relating to or arising from a Permitted Acquisition or an acquisition of Vessels or related Property (or Equity Interests of a Person engaged in a Permitted Business), the amount of reasonably identifiable and factually supportable operating expense reductions and other expense synergies, including elimination of duplicative general and administrative expenses and the economic impact of the stacking of any acquired vessels, that are projected by the Borrowers in good faith to result from actions either taken or reasonably expected to be taken within 12 months of the determination to take such action, net of the amount of actual benefits realized prior to or during such period from such actions; provided that, in order for such operating expense reductions and other expense synergies to be taken into account for purposes of this definition, the Administrative Agent shall have received a certificate from a Responsible Officer of the Parent Borrower certifying that such operating expense reductions and other expense synergies are reasonably identifiable and factually supportable; provided, further, that if the amount of such operating expense reductions and other expense synergies exceed the greater of (x) $2,000,000 and (y) 10% of Consolidated EBITDA for the most recently ended Test Period (in the case of sub-clause (y), calculated before giving effect to such adjustment), the certificate described in the immediately preceding proviso shall instead be provided by the Board of Directors of the Parent Borrower and (e) any other transaction that may be given pro forma effect in accordance with Article 11 of Regulation S-X under the Securities Act as in effect from time to time; provided, further, however, that (i) the Consolidated EBITDA attributable to discontinued operations and operations or businesses disposed of prior to the Calculation Date, shall be excluded and (ii) the Consolidated Interest Expense attributable to

discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the referent Person or any of its Restricted Subsidiaries following the Calculation Date. For purposes of clause (c) of this definition, the amount of Consolidated EBITDA attributable to such Vessel (or Vessels) shall be calculated in good faith by a Responsible Officer of the Borrowers and shall include in the calculation of the Consolidated Fixed Charge Coverage Ratio and the Total Leverage Ratio the revenues to be earned pursuant to the Qualified Services Contract relating to such Vessel (or Vessels), taking into account, where applicable, only contractual minimum amounts, and the estimated expenses related thereto. Such estimated expenses shall be based on the expenses previously incurred by any reactivated Stacked Vessel or, in the case of a new Vessel (or Vessels), expenses of the most nearly comparable Vessel in such Person's fleet or, if no such comparable Vessel exists, then on the industry average for expenses of comparable Vessels; provided, however, in determining the estimated expenses attributable to such new Vessel (or Vessels), the calculation shall give effect to the interest expense attributable to the incurrence, assumption or guarantee of any Debt relating to the construction, delivery, acquisition or reactivation of such Vessel (or Vessels) in accordance with clause (a) of this definition. Notwithstanding the foregoing, in any calculation of Consolidated Fixed Charge Coverage Ratio or Total Leverage Ratio based on the foregoing clause (c), the pro forma inclusion of Consolidated EBITDA attributable to such Qualified Services Contract for the Test Period shall be reduced by the actual Consolidated EBITDA from such Vessel (or Vessels) previously earned and accounted for in the actual results for the Test Period. Further, where such Qualified Services Contract is held by a Joint Venture, the pro forma inclusion of Consolidated EBITDA attributable to such Qualified Services Contract shall be reduced by a percentage equal to the percentage of such Joint Venture's Equity Interests that is not owned by the Parent Borrower or any of its Restricted Subsidiaries as further adjusted in the manner provided in the immediately preceding sentence and such Consolidated EBITDA shall be further reduced to the extent that there is any contractual or legal prohibition on its distributions to the Parent Borrower or any of its Restricted Subsidiaries.

"Projections" has the meaning assigned to such term in Section 7.12.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts, Intellectual Property and contract rights.

"Public Lender" has the meaning assigned to such term in Section 12.14(c).

"Qualified Services Contract" means, with respect to any newly constructed, substantially converted or substantially reconstructed offshore supply vessel or offshore service vessel (including, without limitation, any crew boat, fast supply vessel, multi-purpose support vessel (MPSV), other construction vessel and anchor-handling towing supply (AHTS) vessel, tug, double-hulled tank barge and double-hulled tanker or other complementary offshore marine vessel) delivered to the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, or any such newly constructed, substantially converted or substantially reconstructed vessel constructed, converted or reconstructed for a third party and then acquired by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures within 365 days of such vessel's original delivery date, or any reactivated Vessel (whether previously owned or recently acquired,

constructed or converted) that has been a Stacked Vessel for a period of more than twelve (12) months, a contract that a Responsible Officer of the Borrowers acting in good faith, designates as a "Qualified Services Contract", which contract:

(a) provides for services to be performed by the Parent Borrower or one of its Restricted Subsidiaries or Joint Ventures involving the use of such vessel or a charter (bareboat or otherwise) of such vessel by the Parent Borrower or one of its Subsidiaries, in either case for a minimum period of at least 30 days; and

(b) provides for a fixed or minimum day rate or fixed or minimum volume or freight rates (including, if applicable, lay time and demurrage) for such vessel.

"Qualifying IPO" means an initial public offering and sale by the Parent Borrower (or its direct or indirect parent company) of Equity Interests in the Parent Borrower (or in its direct or indirect parent company, as the case may be) after the Effective Date pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act, other than a registration statement on Form S-4 or Form S-8 or their equivalent.

"Real Property Interests" means any interest of any kind including fee ownership, a leasehold or sub-leasehold interest, right of use, right of access, servitude or other possessory rights in and to such Property.

"Real Property Interests Collateral Requirements" means, with respect to any Material Real Property Interests subject to a Real Property Interests Mortgage and subject to the applicable time period set forth in this Agreement, the requirement that:

(a) the entity that owns such Material Real Property Interests shall be or shall have become a Loan Party and shall have: (i) duly authorized, executed and delivered (A) if necessary, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement in form and substance satisfactory to the Collateral Agent; (B) [reserved], and (C) a Mortgage and, if applicable, a Real Property Interests SNDA, with respect to such Material Real Property Interests; and (ii) caused such Mortgage and, if applicable, and subject to receipt of the lessor's counterpart signatures thereto as required pursuant to paragraph (b) below, such Real Property Interests SNDA, to be recorded in accordance with the laws of the applicable jurisdiction in which such Material Real Property Interests are located and such Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable mortgage upon such Material Real Property Interests under the laws of such applicable jurisdiction subject only to Permitted Liens;

(b) for those Material Real Property Interests that are leasehold interests in which a Loan Party is the lessee, the Loan Party shall have used commercially reasonable efforts to cause the lessor to duly authorize, execute and deliver a Real Property Interests SNDA;

(c) subject to the applicable time period set forth in this Agreement, all filings, deliveries of instruments and other actions necessary in the reasonable opinion of the Collateral Agent to perfect and preserve the security interests described in clause (a) above under the laws of the applicable jurisdiction shall have been duly effected and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to it; and

(d) the Collateral Agent shall, subject to the applicable time period set forth in this Agreement, have received each of the following with respect to any Real Property Interests Mortgage:

~~(i) [reserved];~~

~~(ii)~~(i) evidence of insurance required by Section 8.08; and

~~(iii)~~(ii) if reasonably requested by the Collateral Agent and the Required Lenders, a legal opinion regarding due authorization, execution and enforceability of such Real Property Interest Mortgage from counsel to the Borrowers and other Loan Parties in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders.

"Real Property Interests Mortgage" means, with respect to any Material Real Property Interests, a Mortgage granting to the Collateral Agent a valid lien over such Real Property Interests, in the form of Exhibit F-5-1 or Exhibit F-5-2, hereto, as applicable.

"Real Property Interests SNDA" means, with respect to any Material Real Property Interests consisting of a leasehold interest, a subordination, non-disturbance and attornment agreement, substantially in the form of Exhibit F-6 hereto.

"Recipient" means (a) any Agent, and (b) any Lender, as applicable.

"Redemption" means with respect to any Debt, the refinancing, repurchase, redemption, prepayment, repayment, or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of such Debt, including by compromise, exchange, settlement at a discount, whether in an exchange offer, block purchases, open market repurchases or otherwise. "Redeem" has the correlative meaning thereto.

"Register" has the meaning assigned to such term in Section 12.04(b).

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Reinvestment Right" has the meaning assigned such term in Section 3.04(c)(iv).

"Rejection Notice" has the meaning assigned to such term in Section 3.04(c)(i).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Required Additional Debt Terms" means, with respect to any Debt or Disqualified Stock:

(i) such Debt or Disqualified Stock does not mature and does not have any mandatory or scheduled payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to the prior making of any required payments on the Indebtedness hereunder);

(ii) such Debt or Disqualified Stock has no obligors other than Persons that are Loan Parties;

(iii) [reserved]; and

(iv) subject to clauses (i) through (iii) of this definition, the terms of such Debt or Disqualified Stock shall be determined by the applicable Loan Parties and the holders of such Debt or Disqualified Stock; provided that, if such Debt or Disqualified Stock includes a financial maintenance covenant, such financial maintenance covenant shall be added to this Agreement for the benefit of the Lenders; provided, further, that any such financial maintenance covenant added to this Agreement for the benefit of the Lenders shall be deemed to have no further force or effect under this Agreement upon such Debt or Disqualified Stock that originally included such financial maintenance covenant being Redeemed in full and any Permitted Refinancing Debt in respect thereof does not include such financial maintenance covenant and is provided by Persons (including Persons that have received "allocations" of such Permitted Refinancing Debt) none of whom are holders of the Debt or Disqualified Stock that is being Redeemed and the receipt by the Administrative Agent of an Officer's Certificate certifying as to the occurrence of such Redemption.

"Required Lenders" means, at any time while no Loans are outstanding, Lenders having more than fifty percent (50%) of the total Commitments; and at any time while any Loans are outstanding, Lenders holding more than fifty percent (50%) of the sum of (i) outstanding aggregate principal amount of the Loans (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)) and (ii) the total outstanding Commitments; provided that, at any time there are two or more Lenders (who are not Affiliates of one another or who are not Approved Lenders with respect to each other), "Required Lenders" must include at least two Lenders (who are not Affiliates of one another or who are not Approved Lenders with respect to each other). The Commitment and Loans of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as to any Person, the chief executive officer, the president, the chief financial officer, the principal accounting officer, the treasurer, the corporate finance director or the controller of such Person. Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Borrowers.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payment" has the meaning set forth in Section 9.01.

"Restricted Specified Newbuild Subsidiary" means a Specified Newbuild Subsidiary that the Parent Borrower has designated in writing to the Administrative Agent as a Restricted Subsidiary. It is agreed and understood that (i) the Parent Borrower shall not be permitted, after such designation, to redesignate such Restricted Specified Newbuild Subsidiary as a non-Restricted Subsidiary and (ii) no Specified Newbuild Subsidiary may be designated as a Restricted Subsidiary after the date on which such Subsidiary has incurred any Debt.

"Restricted Subsidiary" of a Person means any Subsidiary of such Person other than a Specified Newbuild Subsidiary of such Person (unless designated as a Restricted Specified Newbuild Subsidiary in accordance with the definition thereof).

"Sale Leaseback Transaction" shall mean any arrangement, directly or indirectly, with any Person whereby the Parent Borrower or any of its Restricted Subsidiaries shall sell, transfer or otherwise dispose of any Property, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred; provided that, (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (ii) such Sale Leaseback Transaction is consummated within 180 days of the disposition of such property.

"Sanctioned Country" means, at any time, a country or territory which is, or whose government is, the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, or by the United Nations Security Council, Her Majesty's Treasury of the United Kingdom, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by, or owned 50 percent or more, directly or indirectly, by, any such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Parties" means, collectively, the Agents, the Lenders and each sub-agent pursuant toSection 11.05 appointed by any Agent with respect to matters relating to the Loan Documents.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Instruments" means the Guaranty and Collateral Agreement, each Maritime Mortgage, the Assignments of Insurances, each Real Property Interests Mortgage, each Other Brazilian Security Instrument, each Other Mexican Security Instrument and any and all other agreements now or hereafter executed and delivered by the Borrowers or any other Person as security for the payment or performance of the Indebtedness (including, without limitation, any such agreements described on Schedule 8.17), as such agreements securing the Indebtedness may be amended, modified, supplemented or restated from time to time.

"Specified Equity Interests" means any Equity Interests of any Person that owns Vessel Collateral.

"Specified Newbuild Debt" means Debt of one or more Specified Newbuild Subsidiaries; provided that (i) the use of proceeds of Specified Newbuild Debt shall be limited to funding the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto, (ii) Specified Newbuild Debt may only be secured by Liens on the HOS Warhorse, the HOS Wild Horse, Specified Newbuild Related Assets, the Equity Interests of the Person that directly owns the HOS Warhorse and HOS Wild Horse and the cash proceeds of any Specified Newbuild Subsidiary Equity Contribution held by any Specified Newbuild Subsidiary, (iii) except to the extent otherwise agreed to by the Required Lenders in their discretion, the Collateral Agent shall be granted a Lien on the HOS Warhorse and HOS Wild Horse and any Specified Newbuild Related Assets to the extent a Lien on any of the foregoing is granted to secure Specified Newbuild Debt; provided that, (x) subject to clause (y), such Lien in favor of the Collateral Agent (1) shall be subject to the Specified Shipyard Liens and (2) shall not be junior in priority to any Lien on the HOS Warhorse and HOS Wild Horse and any Specified Newbuild Related Assets securing any Debt other than any such Lien securing Specified Newbuild Debt, (y) subject to clause (z), if such Lien in favor of the Collateral Agent is not permitted under the terms of the documentation governing the Specified Newbuild Debt after the Parent Borrower's use of reasonable best efforts to permit such Lien, the Collateral Agent shall instead be granted a Lien on the Equity Interests of the Person that owns the HOS Warhorse and HOS Wild Horse (and in such case such Equity Interests shall not be subject to any other Lien securing Debt (including the Specified Newbuild Debt), other than any such Lien securing the Indebtedness or Equity-Paired Debt) and (z) if such Lien on the Equity Interests of the Person that owns the HOS Warhorse and HOS Wild Horse is not permitted under the terms of the documentation governing the Specified Newbuild Debt after the Parent Borrower's use of reasonable best efforts to permit such Lien, the Collateral Agent shall instead be granted a Lien on the Equity Interests of the direct parent company of the entity that owns the HOS Warhorse and HOS Wild Horse (and in such case (i) such Equity Interests shall not be subject to any other Lien securing Debt (including the Specified Newbuild Debt), other than any such Lien securing the Indebtedness or Equity-Paired Debt and (ii) the Equity Interests of the entity that owns the HOS Warhorse and HOS Wild Horse shall not be subject to any Lien securing Debt, other than a Lien securing the Specified Newbuild Debt); provided, further, that any Lien granted in favor of the Collateral Agent pursuant to this clause (iii) shall be subject to documentation reasonably acceptable to the Required Lenders (including intercreditor arrangements with respect thereto), and shall be accompanied by ancillary documentation reasonably requested by the Required Lenders, (iv) the Person that owns the HOS Warhorse and HOS Wild Horse shall be the borrower under the Specified Newbuild Debt and shall own no assets other than the HOS Warhorse and HOS Wild Horse and Specified Newbuild Related Assets, (v) the Specified Newbuild Debt shall not be guaranteed by any Person (other than, if requested by the holders of the Specified Newbuild Debt, a holding company that itself is a Specified Newbuild Subsidiary and not a Loan Party and existing for the sole purpose of holding the Equity Interests of the borrower under the applicable Specified Newbuild Debt and holding no other assets other than assets of a de minimis nature) and (vi) the Specified Newbuild Debt shall not have any mandatory or scheduled payments or sinking fund obligations required to be made by the Parent Borrower or any Restricted Subsidiary thereof prior to 91 days after the Maturity Date or redemptions thereof (in each case, other than any Specified Newbuild Debt Permitted Redemption).

"Specified Newbuild Debt Permitted Redemption" means any optional payments or mandatory or scheduled payments or sinking fund obligations (x) made solely with a portion of the cash flow attributable to the HOS Warhorse, HOS Wild Horse or any Specified Newbuild Related Assets, (y) made with the Net Proceeds (ignoring for such purposes clause (c) of the definition thereof) from any disposition of the HOS Warhorse or HOS Wild Horse permitted under this Agreement or (z) made with the Specified Proceeds received by the Parent Borrower or any Restricted Subsidiary in respect of the HOS Warhorse, HOS Wild Horse or any Specified Newbuild Related Assets.

"Specified Newbuild Related Assets" means, with respect to each of the HOS Warhorse and HOS Wild Horse:

(a) prior to completion of the construction and the delivery of the applicable Vessel, (i) the rights and interests of the Person that directly owns such Vessel in (A) contracts, contract claims, defenses, causes of action relating or pertaining to contracts with Gulf Island Shipyards, LLC." and its predecessors and successors in interest; (B) the surety bonds issued by sureties in respect of the contracts for construction of the HOS Wild Horse and the HOS Warhorse, including all claims, causes of action against the sureties; (C) all contracts for the completion of the construction of each such Vessel with any shipyard that will perform such work, together with any other contracts with any other Person for services or equipment necessary for the completion of any such Vessel and its placement into service, (D) the builder's risk and other insurances with respect to each such Vessel, and (ii) all equipment and materials in the possession of Gulf Island Shipyards, LLC" or any other person or required to be purchased and furnished in order to complete the construction of each such Vessel; and

(b) after completion of the construction and the delivery of the applicable Vessel, the rights and interests of the Person that directly owns such Vessel in (i) the cash, accounts receivable and earnings generated by such Vessel, (ii) any charter, lease or other contract for the use, employment or operation of such Vessel, and (iii) the hull and machinery, war risk, protection and indemnity and other insurances with respect to such Vessel.

"Specified Newbuild Subsidiary" means a direct or indirect Subsidiary of the Parent Borrower (a) who is, or is formed for the purpose of becoming, the borrower or the guarantor of any Specified Newbuild Debt, (b) whose sole purposes are (i) in the case of a Specified Newbuild Subsidiary that is or shall be the guarantor of any Specified Newbuild Debt, the ownership of another Specified Newbuild Subsidiary or (ii) the ownership of the HOS Warhorse and/or HOS Wild Horse (and, in each case, Specified Newbuild Related Assets related thereto), the completion of construction thereof and, in each case, activities reasonably incidental to the foregoing, (c) the assets of which do not consist solely of cash and/or Cash Equivalents and (d) that is (directly or indirectly) wholly-owned by the Parent Borrower. For the avoidance of doubt, if at any time a Specified Newbuild Subsidiary fails to satisfy the requirements of any of the foregoing clauses (a) through (d) for a period of longer than 10 Business Days, such Subsidiary shall cease to constitute a Specified Newbuild Subsidiary.

"Specified Newbuild Subsidiary Equity Contribution" means an Investment made by the Parent Borrower or any of its Restricted Subsidiaries in a Specified Newbuild Subsidiary with the cash proceeds from the issuance of Equity Interests of the Parent Borrower following the Effective Date which proceeds have been identified by the Parent Borrower to the Administrative Agent as being intended to be used to fund the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto or to fund up to twenty-four (24) months of ongoing operations of a Specified Newbuild Subsidiary, in each case so long as such Investment has been approved by the Board of Directors of the Parent Borrower.

"Specified Proceeds" means the cash proceeds realized by the Parent Borrower or any of its Restricted Subsidiaries from the sale or assignment to an unrelated third party of any construction contract related to the HOS Warhorse or HOS Wild Horse or any other Vessel under construction as to which monies of whatsoever nature are paid to the Parent Borrower or any of its Restricted Subsidiaries in respect of such contracts, the HOS Warhorse or HOS Wild Horse or any other Vessel under construction, including, without limitation, the Vessel purchase price (or any refund thereof), commissions, insurances, bonds, damages, awards or judgments, in each case net of costs of the sale or assignment and amounts required to be applied to the repayment of Debt (including, where applicable, Specified Newbuild Debt) secured by a Permitted Lien on such Vessel under construction, which Lien is senior to the Lien on such Property securing the Indebtedness.

"Specified Qualified Appraisers" means (i) Dufour Laskay & Strouse, Inc., (ii) Fearnley Offshore, (iii) Clarksons Platou (iv) Pareto, (v) VesselsValue, (vi) Seabrokers Group and (vii) Arctic Offshore.

"Specified Shipyard Liens" shall mean the Liens in favor of Gulf Island Shipyard, LLC, with respect to which the UCC-1 financing statements described on Schedule 9.03 in which Gulf Island Shipyard, LLC is the "secured party" have been filed.

"Specified Transaction" shall mean, with respect to any period, any Investment (including a Permitted Acquisition), any asset acquisition or sale, incurrence or Redemption of Debt, Restricted Payment, Subsidiary designation, or other event or action that in each case by the terms of this Agreement requires Pro Forma Compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

"Specified Value" means, subject in all cases to Section 1.07:

(a) with respect to any Property (other than cash) below $2,500,000, the fair market value of such Property at the time of the event requiring such determination, as determined in good faith by management of the Parent Borrower;

(b) with respect to any Property (other than cash) equal to or above $2,500,000 but below $10,000,000, the fair market value of such Property at the time of the event requiring such determination, as determined in good faith by the Board of Directors of the Parent Borrower;

(c) with respect to any Property (other than cash) in excess of $10,000,000, the fair market value of such Property at the time of the event requiring such determination as determined by a reputable investment bank or accounting or appraisal firm, in each case that is reasonably satisfactory to the Required Lenders (it being agreed that, with respect to the appraisal of any Vessel or Vessels (or any Specified Equity Interests), the Specified Qualified Appraisers shall be deemed to be satisfactory to the Required Lenders); and

(d) with respect to cash, the aggregate amount thereof.

"Stacked Vessel" means (i) a Vessel that has been removed from service in the exercise of the Parent Borrower's reasonable judgment consistent with reasonable business practices in light of the facts known at the time the decision was made (including, without limitation, operating costs and available marketing opportunities), or (ii) any After-Acquired Vessel (whether by acquiring the Vessel or the entity that owns such Vessel) that was stacked at the time of its acquisition (including any period immediately prior to the acquisition of such After-Acquired Vessel that such After-Acquired Vessel was continuously stacked by its previous owner) or that, after becoming operational, has been removed from service in the exercise of the Parent Borrower's reasonable judgment consistent with reasonable business practices in light of the facts known at the time the decision was made (including, without limitation, operating costs and available marketing opportunities).

"Stated Maturity" means, with respect to any mandatory sinking fund or other installment of interest or principal on any series of Debt, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Debt, and shall not include any contingent obligations to repay, Redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof, but shall include any rights of the holders to require the obligor to repurchase such Debt at any particular date.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" means any Person of which at least a majority of the outstanding Equity Interests having by the terms thereof ordinary voting power to elect a majority of the board of directors, manager or other governing body of such Person (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by the Parent Borrower or one or more of its Subsidiaries. Unless otherwise indicated herein, each reference to the term "Subsidiary" shall mean a direct or indirect Subsidiary of the Parent Borrower.

"Supplemental Perfection Certificate" means a certificate in substantially the form of Exhibit C or in any other form approved by the Required Lenders.

"Swap Termination Value" means, in respect of any Hedging Obligation, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Obligations, (a) for any date on or after the date such Hedging Obligations have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Obligations, as determined by the counterparties to such Hedging Obligations.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Parent Borrower most recently ended on or prior to such date of determination and for which financial statements have been delivered to the Administrative Agent at the time of such determination.

"Total Assets" means, as of any date, the total assets of Parent Borrower and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Parent Borrower, determined on a Pro Forma Basis.

"Total Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Debt of the Parent Borrower and its Restricted Subsidiaries as of the last day of such Test Period consisting of (i) indebtedness for borrowed money including, without limitation, any guarantee thereof, (ii) indebtedness evidenced by bonds, debentures, notes, term loans or similar instruments (or reimbursement agreements in respect thereof), (iii) letters of credit (to the extent of any unreimbursed amounts thereunder), (iv) Capital Lease Obligations and (v) Attributable Debt in respect of Sale Leaseback Transactions to (b) Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for such Test Period. For the avoidance of doubt, Total Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Transaction Expenses" shall mean any fees, costs, or expenses incurred or paid by the Borrowers in connection with the Transactions,the 2021 Replacement Term Loan Transactions, this Agreement and the other Loan Documents, and the transactions contemplated hereby and thereby.

"Transactions" means (a) with respect to the Borrowers, the execution, delivery and performance by the Borrowers of this Agreement, and each other Loan Document to which it is a party, the borrowing of the Initial Term Loans as contemplated by Section 2.01 and the granting of Liens by the Borrowers on Collateral pursuant to the Security Instruments, (b) with respect to each Guarantor, the execution, delivery and performance by such Guarantor of each Loan Document to which it is a party, the guaranteeing of the Indebtedness and the other obligations under the Guaranty Agreements by such Guarantor, and the granting of Liens by such Guarantor on Collateral pursuant to the Security Instruments (for the avoidance of doubt, excluding Excluded Assets (as defined in the Guaranty and Collateral Agreement)) and (c) the consummation of the Plan of Reorganization, including the transactions contemplated thereunder to be consummated on the Effective Date.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing is determined by reference to the Alternate Base Rate or the Adjusted LIBO Rate.

"UCC" has the meaning set forth in the definition of "Lien".

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolutions of any UK Financial Institution.

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001 and as modified, amended, supplemented or restated from time to time)) and the regulations and rules promulgated thereunder.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.03(g)(ii)(B)(3).

"Vessel Collateral" means, collectively, any Vessels subject to Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, securing obligations of the Loan Parties under the Loan Documents and guaranties thereof, including, without limitation, all Vessels set forth on Schedule 8.14-1; *provided,* that, except when such Vessel shall constitute an Excluded Vessel, each of the HOS Warhorse and HOS Wild Horse shall be deemed to constitute Vessel Collateral upon each such Vessel's (i) delivery thereof to any Loan Party and (ii) documentation with the U.S. Coast Guard; *provided*, *further*, that prior to the satisfaction of the conditions in the immediately preceding proviso, each, except when such Vessel shall constitute an Excluded Vessel, of the HOS Warhorse and HOS Wild Horse shall be deemed to constitute Vessel Collateral for purposes of the definitions herein of "Event of Loss", "Permitted Liens" and "Specified Equity Interests" and for purposes of Section 9.01.

"Vessel Collateral Requirements" shall mean, with respect to any Vessel Collateral and subject to the applicable time period set forth in this Agreement, the applicable requirements set forth on Schedule 8.14-2.

"Vessels" means marine vessels, and "Vessel" shall mean any of such Vessels.

"Voting Stock" of any Person as of any date means the Equity Interest of such Person that is at the time entitled to vote in the election of the board of directors, managers or trustees of such Person.

"Weighted Average Life to Maturity" means, when applied to any Debt at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (b) the then outstanding principal amount of such Debt.

"Wholly-Owned Restricted Subsidiary" means (a) any Restricted Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares and Equity Interests held by other statutorily required minority shareholders) shall at the time be owned directly or indirectly by such Person or (b) any Restricted Subsidiary that is organized in a foreign jurisdiction and is required by the applicable laws and regulations of such foreign jurisdiction or its governmental agencies, authorities or state-owned businesses to be partially owned by the government of such foreign jurisdiction or individual or corporate citizens of such foreign jurisdiction in order for such Restricted Subsidiary to transact business in such foreign jurisdiction, *provided,* that such Person, directly or indirectly, owns the remaining Equity Interests in such Restricted Subsidiary and, by contract or otherwise, controls the management and business of such Restricted Subsidiary to substantially the same extent as if such Restricted Subsidiary were a Wholly-Owned Restricted Subsidiary.

"Wilmington Trust" means Wilmington Trust, National Association.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"Withholding Agent" means the Parent Borrower and the Administrative Agent.

"Write-Down and Conversion Powers" means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.03 Types of Loans and Borrowings. For the purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Class and/or Type (e.g., a "Eurodollar Loan", ~~or a~~ "Eurodollar Borrowing", a "2021 Replacement Term Loan" or "2021 Replacement Term Loan Borrowing").

Section 1.04 Terms Generally; Rules of Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise:

(a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time supplemented, restated, renewed, refinanced, modified, amended, extended for any period, increased and/or otherwise rearranged (subject to any restrictions on such supplements, restatements, renewals, refinances, modifications, amendments, extensions, increases and/or rearrangements as set forth in the Loan Documents);

(b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time;

(c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents);

(d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof,

(e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including" and

(f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement.

No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP.

(a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, as in effect from time to time; provided, that if the Parent Borrower notifies the Administrative Agent in writing that the Parent Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Parent Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn, such provision amended in accordance herewith

(b) When calculating the availability under any basket or ratio hereunder, in each case in connection with a Limited Condition Acquisition, the date of determination of such basket or ratio and of any Default or Event of Default shall, at the option of the Parent Borrower (which election shall be made, if at all, on the date the definitive agreements for such Limited Condition Acquisition are entered into), be the date the definitive agreements for such Limited Condition Acquisition are entered into and such baskets or ratios shall be calculated with such pro forma adjustments as are consistent with the pro forma adjustment provisions set forth in the definition of Pro Forma Basis after giving effect to such Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Debt and the use of proceeds thereof) as if they occurred at the beginning of the applicable period for purposes of determining the ability to consummate any such Limited Condition Acquisition, and, for the avoidance of doubt, (x) if any of such baskets or ratios are exceeded as a result of fluctuations in such basket or ratio (including due to fluctuations in Consolidated EBITDA of the Parent Borrower or the target company for the applicable measurement period) subsequent to such date of determination and at or prior to the consummation of the relevant Limited Condition Acquisition, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Acquisition is permitted hereunder and (y) such baskets or ratios shall not be tested at the time of consummation of such Limited Condition Acquisition or related transactions; provided that if the Parent Borrower elects to have such determinations occur at the time of entry into such definitive agreement, any such transactions (including any incurrence of Debt and the use of proceeds thereof) shall be deemed to have occurred on the date the definitive agreements are entered and to be outstanding thereafter for purposes of calculating any baskets or ratios hereunder after the date of such agreement and before the consummation of such Limited Condition Acquisition unless and until such Limited Condition Acquisition has been abandoned, as determined by the Parent Borrower, prior to the consummation thereof; provided, further that the foregoing shall be inapplicable to any determination under clause (c) of the definition of Permitted Investments.

Section 1.06 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Section 1.07 Valuation of Certain Investments and Restricted Payments. Notwithstanding anything in this Agreement to the contrary, unless otherwise explicitly addressed in the definition of "Permitted Investment" or in any exception to Section 9.01, for purposes of determining the amount of an Investment made or Property acquired or any Restricted Payment of the type described in clause (i) or (ii) of the definition thereof made, in each case by the Parent Borrower or any Restricted Subsidiary thereof following the Effective Date, (a) the amount of any Investment so made shall be (1) the Specified Value of the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment minus (2) the amount of (x) dividends or distributions received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or Cash Equivalents and (y) liabilities or

commitments assumed by the Person into which the Investment is being made pursuant to a customary agreement that releases or indemnifies the Parent Borrower or applicable Restricted Subsidiary from further liability (excluding, if applicable, the commitment to complete the construction of the HOS Warhorse and HOS Wild Horse under a future contract and excluding any such deduction made in reliance on this clause (y) to the extent the corresponding deduction in value is accounted for in the determination of the Specified Value of such Property); provided, that if such Investment is made with Collateral or proceeds of Collateral, such cash or Cash Equivalents are received by a Loan Party in a deposit account or securities account, as applicable, that is subject to an Account Control Agreement, (b) the amount of any Property so acquired shall be the Specified Value of the Property at the time of acquisition; provided that, if such Property so acquired is subsequently invested or is the subject of a Restricted Payment of the type described in clause (i) or (ii) of the definition thereof, clause (a) or (c) of this paragraph, as applicable, shall apply and (c) the amount of any Restricted Payment of the type described in clause (i) or (ii) of the definition thereof so made shall be the Specified Value at the time such Restricted Payment is made.

**ARTICLE II**
**The Commitments**

Section 2.01 Commitment. (a) Subject to the terms and conditions set forth herein, each Lender severally agrees that it shall be deemed, pursuant to the Plan of Reorganization, to have made ~~a~~ an Initial Term Loan to the Borrowers on the Effective Date in U.S. Dollars in an aggregate principal amount equal to such Lender's Initial Term Loan Commitment. The initial aggregate principal amount of the Initial Term Loans deemed made on the Effective Date ~~shall be~~was equal to the aggregate amount of ~~the Commitments set forth on Schedule 2.01~~$18,654,713.86. The deemed making of the Initial Term Loans by the Lenders on the Effective Date as contemplated by this Section 2.01(a) ~~shall satisfy~~satisfied, dollar for dollar, such Lender's obligation to make Initial Term Loans on the Effective Date. Upon the deemed making of the Initial Term Loans pursuant to this Section 2.01(a), the Initial Term Loan Commitments ~~shall~~ terminated in full. Any amounts paid or prepaid in respect of the Initial Term Loans may not be reborrowed.

(b) Subject to the terms and conditions set forth herein, each 2021 Replacement Term Lender severally agrees that it shall make a 2021 Replacement Term Loan to the Borrowers on the First Amendment Effective Date in U.S. Dollars in an aggregate principal amount equal to such Lender's 2021 Replacement Term Loan Commitment. The initial aggregate principal amount of the 2021 Replacement Term Loans to be made on the First Amendment Effective Date is equal to the aggregate amount of $37,500,000. Upon the making of the 2021 Replacement Term Loans pursuant to this Section 2.01(b), the 2021 Replacement Term Loan Commitments shall terminate in full. Any amounts paid or prepaid in respect of the 2021 Replacement Term Loans may not be reborrowed.

~~(a)~~(c) Subject to the terms and conditions set forth herein, each 2021 Replacement Term Lender severally agrees that it shall make a 2021 Delayed Draw Replacement Term Loan to the Borrowers in one single advance during the 2021 Delayed Draw Term Loan Availability Period in U.S. Dollars in an aggregate principal amount not to exceed such Lender's 2021 Delayed Draw Replacement Term Loan Commitment. The aggregate principal amount of the 2021 Delayed Draw

Replacement Term Loans to be made during the 2021 Delayed Draw Term Loan Availability Period shall not exceed the aggregate amount of $37,500,000. Upon the making of the 2021 Delayed Draw Replacement Term Loans pursuant to this Section 2.01(c), the 2021 Delayed Draw Replacement Term Loan Commitments shall terminate in full. Any amounts paid or prepaid in respect of the 2021 Delayed Draw Replacement Term Loans may not be reborrowed.

Section 2.02 ~~[Reserved~~2021 Delayed Draw Extension~~.]~~. Prior to July 1, 2022, the Borrowers may deliver to the Administrative Agent, for distribution to the applicable Lenders, a written notice (such notice the "2021 Delayed Draw Extension Notice") executed by the Borrowers requesting that the date set forth in clause (ii) of the definition of 2021 Delayed Draw Availability Period be extended from July 15, 2022 to December 1, 2022. Upon receipt of such 2021 Delayed Draw Extension Notice in accordance with this Section 2.02, the date set forth in clause (ii) of the definition of 2021 Delayed Draw Availability Period shall automatically be extended to December 1, 2022.

Section 2.03 Borrowings; Several Obligations.

(a) Each Loan made shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Types of Loans. Subject to Section 3.03, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrowers may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement and such domestic or foreign branch or Affiliate will be subject to the requirements under Section 5.03(g).

(c) Notes. Any Lender may request that the Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns, substantially in the form of Exhibit A (with a copy to the Administrative Agent) dated (i) the Effective Date, the First Amendment Effective Date or the date of Borrowing of a 2021 Delayed Draw Replacement Term Loan (as applicable) or (ii) the effective date of an Assignment pursuant to Section 12.04(b), in a principal amount equal to its Commitment as originally in effect and otherwise duly completed and such substitute Notes as required by Section 12.04(b); *provided,* that promissory notes requested in amounts less than $1,000,000 shall require the consent of the Parent Borrower, such consent not to be unreasonably withheld or delayed. The date, amount, Type, interest rate and Interest Period of each Loan made by each Lender and all payments made on account of the principal thereof, shall be recorded by such Lender on its books and maintained in accordance with its usual practice. Failure to make such recordation shall not affect any Lender's or the Borrowers' rights or obligations in respect of such Loans. In the event that one or more Notes shall be issued after the Effective Date, it shall not be necessary to tender or present any such Note to the Administrative Agent for any payment hereunder, including on the Maturity Date.

(d) Requests for Borrowings. To request a Borrowing, the Borrowers shall deliver to the Administrative Agent, for distribution to the Lenders, a written Borrowing Request in substantially the form of Exhibit B-1 and signed by the Borrowers (A) in the case of a Eurodollar Borrowing, not later than 12:00 p.m., Eastern time, three Business Days before the date of the proposed Borrowing (or such later date as agreed to by the Administrative Agent) or (B) in the case of an ABR Borrowing, not later than 12:00 p.m., Eastern time, three Business Days before the date of the proposed Borrowing (or such later date as agreed to by the Administrative Agent).

Section 2.04 Interest Elections.

(a) Conversion and Continuance. Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Parent Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.04. The Parent Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. Subject to clause (b) below, each conversion or continuation shall be made by giving the Administrative Agent (x) in the case of a conversion or continuation into a Eurodollar Loan, at least three Business Days' prior written notice, and (y) in the case of a conversion into ABR Loans, at least one Business Day's prior written notice.

(b) [reserved]

(c) Information in Interest Election Requests. Each Interest Election Request shall specify the following information:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to Section 2.04(c)(iii) and (iv) shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Parent Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Notice to Lenders by the Administrative Agent. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Effect of Failure to Deliver Timely Interest Election Request and Events of Default. If the Parent Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Eurodollar Borrowing with an Interest Period of one month's duration. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing: (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing (and any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective) and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.05 ~~[Reserved~~Termination or Reduction of Commitments~~.]~~. The Borrowers may at any time terminate, or from time to time reduce, the 2021 Delayed Draw Replacement Term Loan Commitments without penalty or premium; provided, that each reduction of the 2021 Delayed Draw Replacement Term Loan Commitments shall be in an amount that is an integral multiple of $250,000 and not less than $1,000,000 (or, if less, the remaining amount of the 2021 Delayed Draw Replacement Term Loan Commitments). The Borrowers shall notify the Administrative Agent of any election to terminate or reduce the 2021 Delayed Draw Replacement Term Loan Commitments at least three (3) Business Days prior to the effective date of such termination or reduction (or such shorter period acceptable to the Administrative Agent), specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each notice delivered by the Borrowers pursuant to this Section 2.05 shall be irrevocable. Any termination or reduction of the 2021 Delayed Draw Replacement Term Loan Commitments shall be permanent. Each reduction of the 2021 Delayed Draw Replacement Term Loan Commitments shall be made ratably among the applicable Lenders in accordance with their respective Commitments.

Section 2.06 [Reserved.].

Section 2.07 Replacement of Lenders. The Parent Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 5.01 or 5.03, (b) fails to vote in favor of any measure requiring the affirmative vote of one hundred percent (100%) of the Lenders or all affected Lenders (and such measure has otherwise received the affirmative vote by the Required Lenders) or (c) is a Defaulting Lender, with any Person that meets the requirements to be an assignee under Section 12.04; *provided*, that:

(i) such replacement does not conflict with any Governmental Requirement;

(ii) no Event of Default shall have occurred and be continuing at the time of such replacement that has not been waived in accordance with the terms hereof;

(iii) prior to any such replacement, such Lender shall have taken no action under Section 5.04 so as to eliminate the continued need for payment of amounts owing pursuant to Section 5.01 or 5.03(a);

(iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement;

(v) the Borrowers shall be liable to such replaced Lender under Section 5.02 if any Eurodollar Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto;

(vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 12.04 *(provided*, that any replaced Lender shall be deemed to have consented to the assignment and delegation of its interests, rights and obligations if it does not execute and deliver an Assignment to the Administrative Agent within three (3) Business Days after having received a request therefor, and the Borrowers shall be obligated to pay the registration and processing fee referred to therein);

(vii) until such time as such replacement shall be consummated, the Borrowers shall pay all additional amounts (if any) required pursuant to Section 5.01 or 5.03(a), as the case may be; and

(viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender.

Section 2.08 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders.

(b) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article X or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 12.08 shall be applied by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder (including any legal fees and expenses); second, as the Parent Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; third, if so determined by the Parent Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement (solely to the extent any such obligation exists); fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement;

fifth, so long as no Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided,* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 6.01 were satisfied or waived, such payment shall be applied solely to pay the Loans of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata under the applicable facility. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

## ARTICLE III
## Payments of Principal and Interest; Prepayments; Fees

Section 3.01 Repayment of Loans.

(a) The Borrowers hereby unconditionally promise to pay to the Administrative Agent, for the account of each Lender, the then unpaid principal amount of each Loan on the Maturity Date applicable to such Loan.

Section 3.02 Interest.

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Interest Rate, but in no event to exceed the Highest Lawful Rate.

(b) Eurodollar Loans. The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Interest Rate, but in no event to exceed the Highest Lawful Rate.

(c) Post-Default. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, upon the request of the Required Lenders, all Loans outstanding hereunder shall bear interest from and after the date of such Event of Default until such Event of Default has been cured or waived, after as well as before judgment, at a rate per annum equal to two percent (2.00%) plus the then applicable rate of interest accruing on such Loan as provided in Sections 3.02(a) and (b), but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Maturity Date applicable to such Loan and shall be payable entirely in cash; provided that (i) interest accrued pursuant to Section 3.02(c) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan prior to the Maturity Date), accrued interest on the principal amount repaid or prepaid shall be payable in cash on the date of such repayment or prepayment, and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error, and be binding upon the parties hereto.

Section 3.03 Alternate Rate of Interest; Effect of Benchmark Transition Event

(a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate for such Interest Period; provided, that no Benchmark Transition Event shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Parent Borrower and the Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Parent Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Administrative Agent and the Borrowers may amend this Agreement to replace the LIBO Rate with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all Lenders and the Borrowers so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. Any such amendment with respect to an Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders accept such amendment. No replacement of the LIBO Rate with a Benchmark Replacement pursuant to this Section 3.03 will occur prior to the applicable Benchmark Transition Start Date.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent (acting at the direction of the Required Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document (and the Lenders hereby (i) authorize and direct the Administrative Agent to make any Benchmark Replacement Conforming Changes (and to enter into any modifications to the Credit Agreement or Loan Documents implementing such Benchmark Replacement Conforming Changes) that have been consented or agreed to by the Required Lenders, or in respect of which the Administrative Agent has received a direction from the Required Lenders to implement and (ii) acknowledge and agree that the Administrative Agent shall be entitled to all of the exculpations, protection and indemnifications provided for in this Agreement in favor of the Administrative Agent in implementing any Benchmark Replacement Conforming Changes (or in entering into any modifications to the Credit Agreement or the other Loan Documents implementing the same) that have been consented or agreed to by the Required Lenders, or in respect of which the Administrative Agent has received a direction from the Required Lenders to implement), any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders of (i) any Early Opt-in Election, as applicable, and its related Benchmark Replacement Date and Benchmark Transition Start Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to clauses (b) through (e) of this Section 3.03 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.03.

(e) Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, the Parent Borrower may revoke any request for a Eurodollar Borrowing of, conversion to or continuation of Eurodollar Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Parent Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During any Benchmark Unavailability Period, the component of ABR based upon the LIBO Rate will not be used in any determination of ABR.

(f) Certain Defined Terms. As used in this Section 3.03:

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate (which may include Term SOFR) that has been selected by the Administrative Agent, the Required Lenders, and the Parent Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBO Rate for U.S. dollar-denominated syndicated credit facilities and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement; provided further that any such Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the LIBO Rate with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent, the Required Lenders and the Parent Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBO Rate with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time, provided that any such Benchmark Replacement Adjustment shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent and the Required Lenders decide in their reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent and the Required Lenders determine that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent and the Required Lenders decide is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the LIBO Rate:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the LIBO Rate permanently or indefinitely ceases to provide the LIBO Rate; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the LIBO Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the LIBO Rate announcing that such administrator has ceased or will cease to provide the LIBO Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBO Rate, a resolution authority with jurisdiction over the administrator for the LIBO Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBO Rate, which states that the administrator of the LIBO Rate has ceased or will cease to provide the LIBO Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBO Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBO Rate announcing that the LIBO Rate is no longer representative.

"Benchmark Transition Start Date" means (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Required Lenders, as applicable, by notice to the Borrowers, the Administrative Agent (in the case of such notice by the Required Lenders) and the Lenders.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBO Rate and solely to the extent that the LIBO Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder in accordance with the Section titled "Effect of Benchmark Transition Event" and (y) ending at the time that a Benchmark Replacement has replaced the LIBO Rate for all purposes hereunder pursuant to the Section titled "Effect of Benchmark Transition Event."

"Early Opt-in Election" means the occurrence of:

(1) (i) a determination by the Administrative Agent or (ii) a notification by the Required Lenders to the Administrative Agent (with a copy to the Borrowers) that the Required Lenders have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in this Section 3.03 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBO Rate, and

(2) (i) the election by the Administrative Agent or (ii) the election by the Required Lenders to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Administrative Agent of written notice of such election to the Borrowers and the Lenders or by the Required Lenders of written notice of such election to the Administrative Agent.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website.

"Term SOFR" means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Section 3.04 Prepayments.

(a) Optional Prepayments.

(i) ~~The~~ Subject to Section 3.04(a)(ii), the Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b).

~~(i)~~(ii) If, prior to the first anniversary of the First Amendment Effective Date, any Borrower makes (A) any voluntary prepayment of the 2021 Replacement Term Loans then outstanding or the 2021 Delayed Draw Replacement Term Loans then outstanding in accordance with Section 3.04(a)(i) or (B) any mandatory prepayment of the 2021 Replacement Term Loans then outstanding or the 2021 Delayed Draw Replacement Term Loans then outstanding in accordance with Section 3.04(c) or (d), then the Borrowers shall pay to the Administrative Agent, for the benefit of 2021 Replacement Term Lenders, as compensation for the costs of 2021 Replacement Term Lenders being prepared to make funds available to Borrowers under this Agreement, a premium of 1.00% (the "Prepayment Premium") of the aggregate principal amount of such Loans so prepaid. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, it is understood and agreed that if the Obligations are accelerated as a result of the occurrence of any Event of Default (including by operation of law or otherwise), the Prepayment Premium will also be due and payable on the aggregate principal amount of such Loans outstanding as of the date of such acceleration, and will be treated and deemed as though the Loans were prepaid as of such date and shall constitute part of the Obligations for all purposes herein. Any Prepayment Premium payable in accordance with this Section 3.04(a)(i) shall be presumed to be equal to the liquidated damages sustained by the applicable Lenders as the result of the occurrence of the prepayment or Event of Default, and the

Loan Parties agree that it is reasonable under the circumstances currently existing. The Prepayment Premium shall also be due and payable on the aggregate principal amount of such Loans outstanding as of the date the Obligations (and/or this Agreement) are satisfied or released by foreclosure (whether by power of judicial proceeding), deed in lieu of foreclosure or by any other means. THE LOAN PARTIES EXPRESSLY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING PREPAYMENT PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. The Loan Parties expressly agree that (i) the Prepayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel, (ii) the Prepayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iii) there has been a course of conduct between the Lenders and the Loan Parties giving specific consideration in this transaction for such agreement to pay the Prepayment Premium, (iv) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this Section 3.04(a)(i), (v) the agreement to pay the Prepayment Premium is a material inducement to the applicable Lenders to provide the Commitments and make the Loans, and (vi) the Prepayment Premium represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of such prepayment or Event of Default.

(b) Notice and Terms of Optional Prepayment. The Parent Borrower shall notify the Administrative Agent by delivery of a notice of prepayment in the form of Exhibit B-2 hereto ("Notice of Prepayment") executed by a Responsible Officer of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 1:00 p.m., Eastern time, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 1:00 p.m., Eastern time, two (2) Business Days before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, a Notice of Prepayment may state that such notice is conditioned upon the occurrence of a specified event, in which case such notice may be revoked by the Parent Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each prepayment hereunder shall be in an amount that is an integral multiple of $1,000,000 (or such lesser amount or integral to repay a Borrowing in full). Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02. The Borrowers shall be responsible for any break funding payments pursuant toSection 5.02 in connection with any prepayment under Section 3.04(a).

(c) Asset Sale and Specified Proceeds Mandatory Prepayments.

(i) Subject to Section 3.04(c)(iii) below, if a prepayment shall be required under this Section 3.04(c)(i), not later than five (5) Business Days following the date on which any Asset Sale is consummated (other than any Excluded Asset Sale) or the Parent Borrower or any Restricted Subsidiary receives any Specified Proceeds, the Parent Borrower shall deliver an Officer's Certificate to the Administrative Agent which shall specify in reasonable detail (x) the aggregate amount of Net Proceeds of such Asset Sale (or, as applicable, the aggregate amount

of Specified Proceeds received by the Parent Borrower and its Restricted Subsidiaries) and (y) the amount of such Net Proceeds (or, as applicable, the amount of Specified Proceeds) that is required to be offered by the Parent Borrower to the Lenders to prepay the Loans, as determined pursuant to the table immediately below and taking into account the provisions in Sections 3.04(c)(ii) through (v).

| Type of Asset Sale or other event | Percentage of Net Proceeds (or Specified Proceeds) subject to prepayment requirement | Percentage of Net Proceeds (or Specified Proceeds) eligible for Reinvestment Right |
|---|---|---|
| "Event of Loss" | 100% | 100% |
| Receipt of "Specified Proceeds" | 100% | 100% |
| 9.08(b)(i): Asset Sales of Stacked Vessels or Vessels that are no longer useful in the business of the Parent Borrower and its Restricted Subsidiaries | 100% | 66% |
| 9.08(b)(ii): Sale Leaseback Transactions | 50% | 0% |
| 9.08(b)(iii): other Asset Sales | 100% | 100%, and in the case of each of HOS Warhorse and HOS Wild Horse, 66% |

The Administrative Agent shall provide such Officer's Certificate to the Lenders to be offered to prepay the Loans (a "Prepayment Offer"), each of whom may decline all but not less than all of its pro rata share of the Net Proceeds or Specified Proceeds, as applicable, required to prepay the Loans (any such amounts not accepted, the "Declined Amounts") by providing written notice (a "Rejection Notice") to the Administrative Agent and the Parent Borrower no later than 5:00 p.m., Eastern time, five Business Days after the date on which the Administrative Agent provides such Officer's Certificate to the Lenders (and the Administrative Agent shall provide the Parent Borrower with the date on which such Officer's Certificate is so provided). If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time period specified above, such Lender shall be deemed to have accepted the full amount of its share of the Prepayment Offer. The Borrowers shall prepay all Loans required to be prepaid by it under this Section 3.04(c)(i) no later than two Business Days after expiration of the time period specified above. Any Declined Amounts shall no longer be subject to this Section 3.04(c)(i) and may be used by the Parent Borrower or any of its Restricted Subsidiaries in any manner not prohibited by this Agreement, subject to any prepayment requirement under any other Debt.

(ii) [Reserved].

(iii) [Reserved].

(iv) Notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i), with respect to any Net Proceeds realized or received with respect to any Asset Sale or any Specified Proceeds, in each case other than Net Proceeds that are not eligible for the Reinvestment Right (as defined below) pursuant to the table set forth in Section 3.04(c)(i), if the Parent Borrower elects to reinvest the permitted percentage (set forth in the table in Section 3.04(c)(i)) of such Net Proceeds or Specified Proceeds in assets useful in the business of the Loan Parties (excluding cash or Cash Equivalents), then the Parent Borrower shall not be required to make a mandatory prepayment offer under Section 3.04(c)(i) in respect of such Net Proceeds or Specified Proceeds that are so reinvested within 365 days following receipt thereof (such period, the "Reinvestment Period"; and such right to reinvest such Net Proceeds, the "Reinvestment Right"); provided that, that to the extent that such Net Proceeds or Specified Proceeds have not been so reinvested prior to the expiration of the Reinvestment Period, the Parent Borrower shall within three (3) Business Days of the expiration of the Reinvestment Period, apply such non-reinvested Net Proceeds or Specified Proceeds to the prepayment of Loans as provided in Section 3.04(c)(i).

(v) Notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i), any prepayment referred to in Section 3.04(c)(i) attributable to any Foreign Subsidiary is subject to permissibility under local law (e.g., financial assistance, thin capitalization, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of the relevant Subsidiaries). Further, there will be no requirement to make any prepayment to the extent that the Parent Borrower or any of its Restricted Subsidiaries would suffer material adverse tax consequences as a result of upstreaming or repatriating cash to make such prepayment (including the imposition of withholding taxes); provided that, a material adverse tax consequence shall only arise to the extent that a prepayment would materially increase the amount of tax that the Parent Borrower or any of its Restricted Subsidiaries would otherwise be required to pay if such prepayment were not made, taking into account the availability of any items of deduction or credit (but excluding any net operating losses) of the Parent Borrower and its Restricted Subsidiaries to offset the amount of income required to be included or the amount of tax required to be paid by the Parent Borrower or any of its Restricted Subsidiaries. This non-application of amount as a result of the foregoing provisions will not constitute an Event of Default and such amounts shall be available for general corporate purposes of the applicable Foreign Subsidiary. The Parent Borrower and each Foreign Subsidiary will undertake to use its reasonable best efforts to overcome or eliminate any such restrictions and/or minimize any such costs of prepayment (subject to the considerations above) to make the relevant prepayment (all as determined in accordance with the Parent Borrower's reasonable business judgment). Notwithstanding the foregoing, any prepayments required after application of the above provision shall be net of any costs, expenses or taxes incurred by the Parent Borrower (or its direct or indirect members) or any of its Restricted Subsidiaries and arising as a result of compliance with the preceding sentence, and the Parent Borrower and its Restricted Subsidiaries shall be permitted to make, directly or indirectly, a dividend or distribution to its affiliates in an amount sufficient to cover such tax liability, costs or expenses.

(d) Unpermitted Debt Mandatory Prepayment. If following the Effective Date, the Parent Borrower or any Restricted Subsidiary incurs or issues any Debt or Disqualified Stock not expressly permitted to be incurred or issued pursuant to Section 9.02, the Parent Borrower shall cause to be prepaid an aggregate principal amount of Loans equal to 100% of all Net Proceeds received therefrom on or prior to the date which is two Business Days after the receipt of such Net Proceeds.

~~(d)~~(e) Application of Mandatory Prepayments. All mandatory prepayments of Loans shall be applied pro rata between the Loans according to the outstanding principal amounts thereof and, as to each Loan, pro rata to the remaining installments thereof (including the final installment due on the applicable Maturity Date).

Section 3.05 Fees.

(a) Administrative Agent Fees. The Borrowers agree to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent in the applicable Fee Letter.

(b) Other Fees. The Borrowers agree to pay to the Lenders as of the Effective Date, fees payable in the amounts and at the times separately agreed upon between the Borrowers and such Lenders in the applicable Fee Letter.

(c) Commitment Fees. The Borrowers agree to pay to the Administrative Agent (i) (for distribution to each 2021 Replacement Term Lender on a pro rata basis in accordance with its 2021 Replacement Term Loan Commitments) a fee in an aggregate amount equal to $750,000 (the "2021 Replacement Term Loan Commitment Fee") on the First Amendment Effective Date; provided that such 2021 Replacement Term Loan Commitment Fee shall take the form of original issue discount on the First Amendment Effective Date and (ii) (for distribution to each 2021 Replacement Term Lender on a pro rata basis in accordance with its 2021 Delayed Draw Replacement Term Loan Commitments) a fee in an aggregate amount equal to $750,000 (the "2021 Delayed Draw Replacement Term Loan Commitment Fee" and together with the 2021 Replacement Term Loan Commitment Fee, the "Commitment Fees"). The Commitment Fees shall be deemed fully earned upon the First Amendment Effective Date and shall be non-refundable when paid.

~~(b)~~(d) Extended Delayed Draw Fees. In the event that the Borrowers have delivered a 2021 Delayed Draw Extension Notice to the Administrative Agent in accordance with Section 2.02 of this Agreement, from and following July 15, 2022 and until the expiry of the 2021 Delayed Draw Availability Period, Borrowers shall pay to the Administrative Agent (for distribution to each 2021 Replacement Term Lender on a pro rata basis in accordance with its 2021 Delayed Draw Replacement Term Loan Commitments), a fee in an aggregate amount equal to (i) the average daily amount of the 2021 Delayed Draw Replacement Term Loan Commitments minus the 2021 Delayed Draw Replacement Term Loans outstanding during the preceding month multiplied by (ii) 0.50% per month. Commencing with the fiscal month ending on July 30, 2022, such fee is to be paid in arrears on the last day of each fiscal month and on expiry of the 2021 Delayed Draw Availability Period (or the Maturity Date, if the Maturity Date occurs during the 2021 Delayed Draw Availability Period).

## ARTICLE IV
## Payments; Pro Rata Treatment; Sharing Set-offs

Section 4.01 Pro Rata Treatment; Sharing of Set~~-~~offs.

(a) Payments by the Borrowers. The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest, fees or reimbursement of

amounts payable under Section 5.01, Section 5.02, Section 5.03 or otherwise) prior to 12:00 p.m., Eastern time, on the date when due, in immediately available funds, without defense, deduction, recoupment, set-off or counterclaim. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except that payments pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate Recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in U.S. dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder (plus any fees and expenses owed to the Administrative Agent), pro rata among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations (other than pursuant to Section 5.01, Section 5.02, Section 5.03 and Section 12.03) greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (i) notify the Administrative Agent of such fact, and (ii) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided,* that:

~~(A)~~ (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and

~~(B)~~ (ii) the provisions of this Section 4.01(c) shall not be construed to apply to (1) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or (2) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Parent Borrower or any of its Subsidiaries (except if such assignment is pursuant to Section 12.04(g), as to which the provisions of this Section 4.01(c) shall not apply). The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

Section 4.02 Presumption of Payment by the Borrowers. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may (but shall have no obligation to), in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 4.02 then the Administrative Agent may (notwithstanding any contrary provision hereof) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Class of Loan while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Class of Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Class of Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 10.02(c).

## ARTICLE V
## Increased Costs; Break Funding Payments; Taxes; Illegality

Section 5.01 Increased Costs.

(a) Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient in accordance with Section 5.01(c), the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time upon request of such Lender in accordance with Section 5.01(c), the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 5.01(a) or (b) together with reasonable supporting documentation shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lenders to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's right to demand such compensation; *provided*, that the Borrowers shall not be required to compensate a Lender pursuant to this Section 5.01 for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided, further,* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 5.02 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan into an ABR Loan other than on the last day of the Interest Period applicable thereto, or (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrowers shall compensate each Lender

requesting a reimbursement for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market.

A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.02 shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

Section 5.03 Taxes.

(a) For purposes of this Section 5.03, the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. The Borrowers shall cause any and all payments by or on account of any obligation of any Loan Party under any Loan Document to be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes. Without duplication of Section 5.03(b) (Payments Free of Taxes), the Borrowers shall, and shall cause the other Loan Parties to, pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. Without duplication of any obligation under Section 5.03(b) (Payments Free of Taxes) and Section 5.03(c) (Payment of Other Taxes), the Borrowers shall, and shall cause the other Loan Parties to, jointly and severally indemnify each Recipient, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability under this Section 5.03 shall be delivered to the Borrowers by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, and shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 5.03, such Loan Party shall (or the Borrowers shall cause such Loan Party to) deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing any payment of Indemnified Taxes by such Loan Party to a Governmental Authority, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.03(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrowers within the meaning of Section 881(c) (3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided*, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner.

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrowers (and the Administrative Agent, if delivered by a Lender) at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(iii) The Administrative Agent (and any assignee or successor) will deliver, to the Borrowers, on or prior to the Effective Date (or, assignment or succession, if applicable), either (i) (A) two (2) executed copies of IRS Form W-8ECI or any successor thereto with respect to any amounts payable to the Administrative Agent for its own account and (B) two (2) duly completed copies of IRS Form W-8IMY (certifying that it is either a "qualified intermediary" or a "U.S. branch"), accompanied by IRS Form W-8 ECI, W-8BEN (or Form W-8BEN-E if applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents for the amounts the Administrative Agent receives for the account of others, or (ii) two (2) executed copies of IRS Form W-9 or any successor thereto, whichever is applicable, and in each case of (i) and (ii), with the effect that the Borrowers can make payments to the Administrative Agent without deduction or withholding of any taxes imposed by the United States.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification (or a successor form thereto) upon the reasonable request of the Borrowers.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including

Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.03 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 5.04 Mitigation Obligations. If any Lender requests compensation under Section 5.01, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.03, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

Section 5.05 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its applicable lending office to honor its obligation to make or maintain Eurodollar Loans either generally or having a particular Interest Period hereunder, then (a) such Lender shall promptly notify the Borrowers and the Administrative Agent thereof and such Lender's obligation to make such Eurodollar Loans shall be suspended (the "Affected Loans") until such time as such Lender may again make and maintain such Eurodollar Loans and (b) all Affected Loans which would otherwise be made by such Lender shall be made instead as ABR Loans (and, if such Lender so requests by notice to the Borrowers and the Administrative Agent, all Affected Loans of such Lender then outstanding shall be automatically converted into ABR Loans on the date specified by such Lender in such notice) and, to the extent that Affected Loans are so made as (or converted into) ABR Loans, all payments of principal which would otherwise be applied to such Lender's Affected Loans shall be applied instead to its ABR Loans.

**ARTICLE VI**
**Conditions Precedent**

Section 6.01 Effective Date. The obligations of the Lenders to make (or to be deemed to have made) Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) The Administrative Agent and the Lenders shall have received all closing and agency fees and all other fees (including, without limitation the fees set forth in Article II.A. of the Plan of Reorganization), charges and expenses and all other amounts due and payable on or prior to the Effective Date (including, to the extent invoiced two (2) Business Days prior to the Effective Date, legal fees and expenses), and including any such amounts set forth in the Plan of Reorganization.

(b) The Administrative Agent and Lenders shall have received a certificate of the secretary, assistant secretary or a responsible officer with similar responsibilities of the Borrowers and each Loan Party, or in the event that such Loan Party is a limited partnership, of such person's general partner, setting forth: (i) the officers of such Loan Party (y) who are authorized to sign the Loan Documents to which such Loan Party is a party and (z) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby; (ii) specimen signatures of such authorized officers and (iii) the Organizational Documents of such Loan Parties, certified as being true and complete. The Administrative Agent may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Parent Borrower to the contrary.

(c) Except as set forth onSchedule 8.17, the Administrative Agent and Lenders shall have received certificates for each Loan Party from the appropriate agencies with respect to the existence, qualification and good standing of the Borrowers and each Loan Party from their jurisdiction of organization.

(d) The Administrative Agent and Lenders shall have received a closing certificate which shall be substantially in the form ofExhibit D to this Agreement, duly and properly executed by a Responsible Officer and dated as of the Effective Date.

(e) The Administrative Agent shall have received a solvency certificate in substantially the form ofExhibit I from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Parent Borrower dated as of the Effective Date and certifying as to the matters set forth therein.

(f) The Administrative Agent and Lenders shall have received duly executed and delivered counterparts (in such numbers as may be reasonably requested by the Administrative Agent) of (i) this Agreement, signed on behalf of each party hereto and (ii) each Guaranty Agreement, signed on behalf of each party thereto.

(g) The Administrative Agent and Lenders shall have received duly executed and delivered copies of the Effective Date Junior Lien Intercreditor Agreement.

(h) The Administrative Agent shall have received a Borrowing Request in accordance with Section 2.02.

(i) The Administrative Agent and the Lenders shall have received copies of duly executed Notes payable to each Lender that at least three (3) days prior to the Effective Date has requested a Note in a principal amount equal to its respective Commitment.

(j) The Administrative Agent and the Lenders shall have received from each party thereto duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of the Security Instruments, other than Security Instruments listed on Schedule 8.17. In connection with the execution and delivery of the Security Instruments (other than the Security Instruments listed on Schedule 8.17 and the Maritime Mortgages on Vessels listed on Schedule 8.14-1 which are documented under the U.S. flag or registered under the Vanuatu flag, Mexico flag or Brazil flag), the Administrative Agent shall have received recent Lien searches or other evidence reasonably acceptable to the Administrative Agent that such Security Instruments create perfected Liens, subject only to Permitted Liens. In connection with the execution and delivery of the Maritime Mortgages on Vessels listed on Schedule 8.14-1 which are documented under the U.S. flag or registered under the Vanuatu flag, the Required Lenders shall have received confirmation from counsel to the Borrowers that the Maritime Mortgages on such Vessels have been duly filed for recordation with the U.S. Coast Guard's National Vessel Documentation Center or the Office of the Deputy Commissioner of Maritime Affairs of the Republic of Vanuatu at the Port of New York, New York, as applicable, and that upon recordation such Maritime Mortgages will create perfected preferred mortgages on such Vessels in accordance with applicable laws, subject to Permitted Maritime Liens.

(k) Except as set forth on Schedule 8.17, each document (including any UCC (or similar) financing statement) required by any Security Instrument or under applicable law to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral, shall be in proper form for filing, registration or recordation.

(l) The Administrative Agent and Lenders shall have received (i) an opinion of Kirkland & Ellis LLP, special counsel to the Borrowers and the other Loan Parties, (ii) an opinion of Kincaid Mendes Vianna Advogados, special Brazilian counsel to the Borrowers and the other Loan Parties, (iii) an opinion of Garza Tello & Asociados, special Mexican counsel to the Borrowers and the other Loan Parties, (iv) an opinion of Jones Walker LLP, special U.S. and Vanuatu maritime counsel to the Borrowers and the other Loan Parties and (v) an opinion of local counsel to the Borrower regarding the due authorization, execution and enforceability of each Real Property Interests Mortgage, each in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders *provided*, that to the extent any such opinions relate to Security Instruments that are listed on Schedule 8.17 or are otherwise set forth on Schedule 8.17, such opinions shall be provided concurrently with the delivery of such Security Instruments or as contemplated by Schedule 8.17.

(m) The Administrative Agent and the Lenders shall have received one or more certificates of insurance coverage of the Parent Borrower evidencing that the Parent Borrower and the subsidiaries are carrying insurance in accordance with Section 8.08 of this Agreement.

(n) The Administrative Agent and the Lenders shall have received (i) appropriate Abstracts of Title for the Vessels documented under the U.S. flag from the National Vessel Documentation Center of the U.S. Coast Guard and (ii) Certificates of Ownership and Encumbrance for the Vessels registered under the Vanuatu flag, in each case, reflecting no Liens of record encumbering such Vessel Collateral under U.S. law or Vanuatu law, as the case may be, other than those Liens being released on or prior to the Effective Date or Liens permitted by Section 9.03.

(o) Except as set forth on Schedule 8.17, the Administrative Agent and the Lenders shall have received Lien search results that they have reasonably requested, including, without limitation, UCC search results, other than those Liens being released on or prior to the Effective Date or Liens permitted by Section 9.03.

(p) Except as set forth on Schedule 8.17, the Real Property Interests Collateral Requirements shall have been satisfied.

(q) Except as set forth on Schedule 8.17, the Vessel Collateral Requirements shall have been satisfied.

(r) The Bankruptcy Court shall have entered a final order confirming the Plan of Reorganization and authorizing and approving this Agreement and the other Loan Documents, which final order shall be non-appealable and shall not have been vacated, stayed, reversed, modified or amended in any respect without prior written consent of the Required Lenders, and the Loan Parties and their Subsidiaries shall be in compliance with such final order.

(s) All conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied or waived in accordance with the terms thereof and the Plan Effective Date shall have occurred.

(t) The Administrative Agent and Lenders shall have received evidence that the DIP Credit Agreement concurrently with the Effective Date is being terminated and, except as set forth on Schedule 8.17, all liens securing obligations under the DIP Credit Agreement concurrently with the Effective Date are being released.

(u) The Administrative Agent and Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act, and, if the Borrowers qualify as "legal entity customers" under 31 C.F.R. § 1010.230, a beneficial ownership certification in respect of the Borrowers that has been requested by the Administrative Agent in writing at least three (3) Business Days prior to the Effective Date.

(v) The representations and warranties of the Borrowers and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

(w) No Default or Event of Default shall have occurred and be continuing or would result from the Loans made (or deemed made) on the Effective Date.

Section 6.02 2021 Delayed Draw Replacement Term Loans. The obligations of the 2021 Replacement Term Lenders to make 2021 Delayed Draw Replacement Term Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) The Administrative Agent shall have received a Borrowing Request in accordance withSection 2.02.

(b) The representations and warranties of the Borrowers and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

~~(w)~~ (c) No Default or Event of Default shall have occurred and be continuing or would result from the 2021 Delayed Draw Replacement Loans made on the date of such Borrowing.

## ARTICLE VII
## Representations and Warranties

Each Borrower represents and warrants to the Administrative Agent and each Lender that:

Section 7.01 Organization; Powers. Each Loan Party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its Property and to carry on its business as now conducted, and (b) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within each Borrower's and each Guarantor's limited liability company, corporate or partnership powers and have been duly authorized by all necessary limited liability company or corporate and, if required, member, or shareholder action. Each Loan Document to which such Borrower or a Guarantor is a party has been duly executed and delivered by such Borrower or such Guarantor and constitutes a legal, valid and binding obligation of such Borrower and such Guarantor, as applicable, enforceable in accordance with its terms, subject to applicable Bankruptcy Law, laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required thereby or by this Agreement, (b) will not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents).

Section 7.04 No Material Adverse Change; Etc.

(a) Since May 19, 2020, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect (other than, in the case of clause (a) of the definition of Material Adverse Effect, by virtue of the commencement of the Cases and the events and circumstances giving rise thereto).

(b) As of the Effective Date, none of the Parent Borrower or any of its Restricted Subsidiaries has any material Funded Debt or any contingent liabilities, off-balance sheet liabilities or partnerships, liabilities for taxes, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments, except for those arising with respect to the Transactions and those arising under this Agreement and the Exit Second Lien Credit Agreement.

Section 7.05 Litigation.

(a) Except as set forth onSchedule 7.05, except with respect to the Cases, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Borrower, threatened against or affecting the Parent Borrower or any of its Restricted Subsidiaries or any of their Properties (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have a Material Adverse Effect, (ii) that involve any Loan Document or the Transactions or (iii) that otherwise constitutes a significant action, suit, investigation or proceeding, pending or, to the knowledge of the Parent Borrower, threatened.

Section 7.06 Environmental Matters. Except as could not be reasonably expected to have a Material Adverse Effect (or with respect to (c), (d) and (e) below, where the failure to take such actions could not be reasonably expected to have a Material Adverse Effect):

(a) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor any operations conducted by the Parent Borrower or any of its Restricted Subsidiaries is currently in violation of or has in the past five (5) years violated any Environmental Laws.

(b) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor the operations conducted or conditions existing thereon or, to the knowledge of the Parent Borrower, any prior owner or operator of such Property or operation or conditions, are subject to any existing, pending or, to the knowledge of the Parent Borrower, threatened action, suit, investigation, inquiry or proceeding by or before any court or Governmental Authority relating to any remedial obligations or other liabilities under Environmental Laws.

(c) All notices, permits, licenses, exemptions, approvals or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of any and all Property of the Parent Borrower and each of its Restricted Subsidiaries, including, without limitation, past or present treatment, storage, disposal or release of a Hazardous Material into the environment, have been duly obtained or filed, and the Parent Borrower and each of its Restricted Subsidiaries are in compliance with the terms and conditions of all such notices, permits, licenses and similar authorizations.

(d) All Hazardous Material, if any, generated or otherwise handled by the Parent Borrower or any of its Restricted Subsidiaries or by any other Person at any and all Property of the Parent Borrower or any of its Restricted Subsidiaries, has been transported, treated and disposed of in accordance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment or give rise to liability under Environmental Law, and, to the knowledge of the Parent Borrower, all such transport carriers and treatment and disposal facilities have been and are operating in compliance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment, and are not the subject of any existing, pending or threatened action, investigation or inquiry by any Governmental Authority pursuant to any Environmental Laws.

(e) The Parent Borrower has no knowledge that any Hazardous Materials are now located on or in the Vessels or the Real Property Interests, or that any other Person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, the Vessels or any part thereof or the Real Property Interests, except for such Hazardous Materials that may have been placed, held, or located on the Vessels or the Real Property Interests in accordance with and otherwise not in violation of or in a manner reasonably likely to give rise to liability under Environmental Laws.

(f) To the extent applicable under OPA, all Property of the Parent Borrower and each of its Restricted Subsidiaries currently satisfies all requirements imposed by OPA and, except as set forth on Schedule 7.06(f), the Parent Borrower does not have any reason to believe that such Property, to the extent subject to OPA, will not be able to maintain compliance with OPA requirements during the term of this Agreement.

(g) To the knowledge of the Parent Borrower, there has been no exposure of any Person or Property to any Hazardous Materials in connection with any Property or operation of the Parent Borrower or any Subsidiary that could reasonably be expected to form the basis of a claim for damages or compensation under Environmental Law.

Section 7.07 Compliance with the Laws and Agreements; No Defaults.

(a) The Parent Borrower and each of its Restricted Subsidiaries is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations necessary for the ownership of its Property and the conduct of its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Parent Borrower nor any of its Restricted Subsidiaries is in default nor has any event or circumstance occurred which, but for the expiration of any applicable grace period or the giving of notice, or both, would constitute a default under, or would require the Parent Borrower or any of its Restricted Subsidiaries to Redeem or make any offer to Redeem under any indenture, note, credit agreement or instrument pursuant to which any Material Debt is outstanding or by which the Parent Borrower or any such Restricted Subsidiary or any of their Properties is bound.

(c) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. Neither the Parent Borrower nor any of its Restricted Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Anti-Terrorism Laws and Sanctions.

(a) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is in violation of any Anti-Terrorism Law or Sanctions or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or Sanctions.

(b) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party acting or benefiting in any capacity in connection with the Loans, the Transactions or the other transactions hereunder, is a Sanctioned Person.

(c) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Sanctioned Person.

(d) The Parent Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Parent Borrower and its Subsidiaries and their respective directors, officers, agents and employees with Sanctions and Anti-Terrorism Laws in all respects.

Section 7.10 Taxes. Each of the Parent Borrower and its Restricted Subsidiaries has timely filed (including any available extension) or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Parent Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate accruals in accordance with GAAP (to the extent such accrual may be set up under GAAP) or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The charges and accruals on the books of the Parent Borrower and its Restricted Subsidiaries in respect of Taxes and other governmental charges are, in the reasonable opinion of the Parent Borrower, adequate.

Section 7.11 ERISA.

(a) Except as would not result in a material liability to a Loan Party, the Loan Parties and each ERISA Affiliate have complied with ERISA and, where applicable, the Code regarding each Benefit Plan.

(b) Except as would not result in a material liability to a Loan Party, each Benefit Plan is, and has been, maintained in substantial compliance with ERISA and, where applicable, the Code.

(c) Except as would not result in a material liability to a Loan Party, no act, omission or transaction has occurred which could reasonably be expected to result in imposition on the a Loan Party or any ERISA Affiliate (whether directly or indirectly) of (i) either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed pursuant to Chapter 43 of Subtitle D of the Code or (ii) breach of fiduciary duty liability damages under Section 409 of ERISA, in each case for (i) or (ii) with respect to a Benefit Plan.

(d) (i) No material liability to the PBGC (other than for the payment of current premiums which are not past due) by a Loan Party or any ERISA Affiliate has been or is expected by the Parent Borrower, any such Restricted Subsidiary or any ERISA Affiliate to be incurred with respect to any Benefit Plan and (ii) except as would not result in a material liability to a Loan Party, no ERISA Event has occurred or is reasonably expected to occur.

(e) Except as would not result in a material liability to a Loan Party, full payment when due has been made of all material amounts which a Loan Party or any ERISA Affiliate is required under the terms of each Benefit Plan or applicable law to have been paid as contributions to such Benefit Plan, and no waived funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code), which could reasonably be expected to have a Material Adverse Effect, exists with respect to any Benefit Plan. Except as would not result in a Material

Adverse Effect, the actuarial present value of the benefit liabilities under each Benefit Plan which is subject to Title IV of ERISA does not, as of the end of the Parent Borrower's most recently ended fiscal year, exceed the current value of the assets (computed on an ongoing basis in accordance with Title IV of ERISA) of such Benefit Plan allocable to such benefit liabilities.

(f) No Loan Party sponsors, maintains, or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, that provides medical or life insurance benefits to former employees of such entities other than as required by Section 4980B of the Code or any similar applicable law.

(g) No Loan Party or any ERISA Affiliate is required to contribute to, or has any other absolute or contingent liability in respect of, any Multiemployer Plan that, when taken together with all other such contribution obligations and liabilities, has resulted in, or could reasonably be expected to result in, a material liability to a Loan Party.

Section 7.12 Disclosure; No Material Misstatements. None of the written reports, financial statements, certificates or other written information (other than the Projections, as defined below, other forward-looking information and information of a general economic or industry specific nature) furnished or otherwise made available by or on behalf of the Borrowers or any Restricted Subsidiary of the Parent Borrower to the Administrative Agent, the Lenders or any of their respective Affiliates in connection with the negotiation or performance of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished or made available) when considered as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading as of the date such information is furnished or made available. All financial projections concerning the Parent Borrower and its Restricted Subsidiaries, that have been furnished or otherwise made available by or on behalf of the Parent Borrower to the Administrative Agent, the Lenders or any of their respective Affiliates in connection with the negotiation or performance of this Agreement or any other Loan Document (the "Projections") have been prepared in good faith based upon assumptions believed by the Parent Borrower to be reasonable at the time made available to such Persons, it being understood that actual results may vary materially from the Projections. For the avoidance of doubt, it is understood that the Administrative Agent shall have no duty to examine or investigate any written reports, financial statements, certificates or other written information delivered by the Parent Borrower pursuant to this Article VII.

Section 7.13 Insurance. The Parent Borrower has, and has caused its Restricted Subsidiaries to have, (a) all insurance policies sufficient for the compliance by each of them with all material Governmental Requirements, all material agreements and all other Loan Documents (including, but not limited to, the Maritime Mortgages) and (b) insurance coverage in at least such amounts and against such risks (including, without limitation, public liability) that are reasonably consistent with other companies in the industry performing the same or a similar business for the assets and operations of the Parent Borrower and its Restricted Subsidiaries. Within the time periods required herein (as may be extended by the Required Lenders in their reasonable discretion), the Administrative Agent or the Collateral Agent, as the case may be, have been named in a manner such that they are afforded the status of additional insureds in respect of such liability insurance policies (or, if such terms are not obtainable with respect to the KEMOSABE and the

HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's insurance brokers be the best otherwise attainable) and the Administrative Agent or the Collateral Agent, as the case may be, has been named as loss payee with respect to Vessel Collateral loss insurance (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's insurance brokers be the best otherwise attainable).

Section 7.14 Subsidiaries. As of the Effective Date, except as set forth onSchedule 7.14, the Parent Borrower has no Subsidiaries. The owner and percentage of ownership of each Subsidiary as of the Effective Date is set forth on such schedule. As of the Effective Date, (i) there are not Domestic Subsidiaries (excluding, for purposes of this sentence, the Co-Borrower) with aggregate assets in excess of $5,000,000 which have not entered into a Guaranty Agreement and (ii) there are not Foreign Subsidiaries with aggregate assets in excess of $20,000,000 which have not entered into a Guaranty Agreement.

Section 7.15 Location of Business and Offices. As of the Effective Date, the Parent Borrower's and each Subsidiary's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on Schedule 7.15.

Section 7.16 Properties; Titles, Etc.

(a) The relevant Loan Parties have good title to all of the Vessel Collateral, free and clear of all Liens except (i) Permitted Liens of the type permitted under clauses (a), (d), (k) and (l) of the definition thereof and (ii) Liens being released on the Effective Date. Set forth on Schedule 8.14-1 hereto is a complete and accurate list of all Vessels owned by any Loan Party or any Restricted Subsidiary thereof as of the Effective Date, including the name, record owner, official number, I.M.O. number (if any), jurisdiction of registration and flag of each such Vessel, and, except as set forth on Schedule 7.16, all Vessel Collateral is duly documented in the name of the applicable Loan Party as shipowner under the laws and flag of the United States and eligible and qualified to operate in the coastwise trade of the United States and each Non-U.S.-flagged Vessels is duly registered in the name of the applicable Loan Party as shipowner under the laws and flag of the applicable flag jurisdiction.

(b) Except as otherwise permitted under the Loan Documents including this Section 7.16(b), Section 8.17 and Schedule 8.17, all filings and other actions on behalf of the Parent Borrower or, as applicable, any Restricted Subsidiary of the Parent Borrower necessary or desirable to perfect and protect the security interest in the Vessel Collateral created under the Security Instruments have been duly made or taken (or arrangements reasonably satisfactory to the Required Lenders with respect thereto have been made, including in accordance with Section 8.17 and Schedule 8.17) and such security interests are in full force and effect (or, as contemplated in Section 8.17 and Schedule 8.17 will be in full force and effect), and the Security Instruments create (or, as contemplated in Section 8.17 and Schedule 8.17 will create) in favor of the Collateral Agent or trustee/mortgagee, as the case may be, for the benefit of the Secured Parties a valid and, together with such filings, recordations and other actions, when effected, a perfected first preferred or first priority security interest in the Vessel Collateral, securing the payment of the Indebtedness, subject only to Permitted Maritime Liens. To the extent that the Vessel Collateral is registered under the

laws and flag of the United States, the Maritime Mortgages, executed and delivered, create in favor of the Collateral Agent, as trustee/mortgagee, a legal, valid, and enforceable first preferred mortgage lien over the whole of the Vessel Collateral therein named and when duly recorded shall constitute a perfected first "preferred mortgage" within the meaning of Section 31301(6)(B) of Title 46 of the United States Code, entitled to the benefits accorded a first preferred mortgage on a vessel registered under the laws and flag of the United States, subject only to Permitted Maritime Liens.

(c) Except as otherwise permitted under the Loan Documents including Section 8.17 and Schedule 8.17, all filings and other actions set forth in the definition of Real Property Interests Collateral Requirements on behalf of the Parent Borrower or, as applicable, any Restricted Subsidiary of the Parent Borrower to perfect and protect the security interest in the Material Real Property Interests created under the Security Instruments have been duly made or taken (or arrangements reasonably satisfactory to the Required Lenders with respect thereto have been made, including in accordance with Section 8.17 and Schedule 8.17) and such security interests are in full force and effect (or, as contemplated in Section 8.17 and Schedule 8.17 will be in full force and effect), and the Security Instruments create (or, as contemplated in Section 8.17 and Schedule 8.17 will create) in favor of the Collateral Agent or mortgagee, as the case may be, for the benefit of the Secured Parties a valid and, together with such filings, recordations and other actions, when effected, perfected first priority security interest in the Material Real Property Interests securing the payment of the Indebtedness.

(d) All of the material Properties of the Parent Borrower and its Restricted Subsidiaries which are reasonably necessary for the operation of their businesses (other than Stacked Vessels) are in good working condition, ordinary wear and tear excepted, and are maintained in accordance with reasonable commercial business standards, except (i) as set forth in Schedule 7.16 or (ii) where the failure to be in such condition or maintain such Property could not reasonably be expected to have a Material Adverse Effect.

(e) The Parent Borrower and each of its Restricted Subsidiaries owns, or is licensed to use, all trademarks and tradenames (subject to the limitations set forth in the Third Amended and Restated Trade Name and Trademark License Agreement), copyrights, patents and other Intellectual Property material to its business, free and clear of all Liens (other than Permitted Liens), and the use thereof by the Parent Borrower and such Restricted Subsidiaries does not infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any other Person, except for any such infringement, misappropriation or other violation that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No claim has been threatened or pending (i) regarding any of the Intellectual Property owned by the Parent Borrower or any of its Restricted Subsidiaries or (ii) alleging that the Parent Borrower or any of its Restricted Subsidiaries is infringing upon, misappropriating or otherwise violating the Intellectual Property rights of any other Person, except for any such claim that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Parent Borrower and its Restricted Subsidiaries either own or have valid licenses or other rights to use all databases, and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in its line of business, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

(f) As of the Effective Date, Schedule 8.14-3 sets forth a true and complete list of all Material Real Property Interests owned in fee or held as valid leasehold interests held by the Loan Parties as of the Effective Date.

Section 7.17 Hedging Obligations. As of the Effective Date, Schedule 7.17 sets forth a true and complete list of all Hedging Obligations of the Parent Borrower and each of its Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark to market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.

Section 7.18 Limited Use of Proceeds. The Parent Borrower and each of its Restricted Subsidiaries is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of the Loans will be used for any purpose which violates the provisions of Regulations T, U or X of the Board.

Section 7.19 Solvency. Immediately after giving effect to the Transactions, (a) the aggregate assets (after giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement), at a fair valuation, of the Parent Borrower, the Co-Borrower and the Guarantors, taken as a whole, will exceed the aggregate Debt of the Parent Borrower, the Co-Borrower and the Guarantors on a consolidated basis, as the Debt becomes absolute and matures, (b) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have incurred or intended to incur, and will not believe that it will incur, Debt beyond its ability to pay such Debt (after taking into account the timing and amounts of cash to be received by each of the Parent Borrower, the Co-Borrower and the Guarantors and the amounts to be payable on or in respect of its liabilities, and giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement) as such Debt becomes absolute and matures and (c) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have (and will have no reason to believe that it will have thereafter) unreasonably small capital for the conduct of its business.

Section 7.20 Anti-Corruption Laws. No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA or any other applicable anti-corruption laws of any jurisdiction, domestic or foreign, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization or approval of the payment of any money, or other Property, gift, promise to give or authorization of the giving of anything of value, directly or indirectly, to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office in contravention of the FCPA or any other applicable anti-corruption laws. Each Loan Party and its Subsidiaries has conducted their businesses in compliance with applicable anti-corruption laws and the FCPA in all material respects and will maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein. No Borrowing, use of proceeds or other transaction contemplated by this Agreement will violate the FCPA or any other applicable anti-corruption laws or applicable Sanctions.

Section 7.21 EEA Financial Institution. No Loan Party, nor any of its Subsidiaries, is an EEA Financial Institution.

## ARTICLE VIII
## Affirmative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 8.01 Financial Statements. The Parent Borrower will furnish or cause to be furnished to the Administrative Agent, for distribution to each Lender, each of the following:

(a) Annual Reports – As soon as available and in any event within ninety (90) days following the end of each fiscal year of the Parent Borrower (commencing with the fiscal year ending December 31, 2020), the audited consolidated balance sheet of the Parent Borrower as of the end of such year, the audited consolidated statement of operations of the Parent Borrower for such year, the audited consolidated statement of stockholders' equity of the Parent Borrower for such year and the audited consolidated statement of cash flows of the Parent Borrower for such year (along with data for each business segment for such periods), setting forth, commencing with the annual financial statements for the fiscal year ending December 31, 2021, in each case in comparative form the corresponding figures for the preceding fiscal year, accompanied by an audit opinion of Ernst & Young LLP or another independent certified public accountant acceptable to the Required Lenders, together with, a customary management's discussion and analysis of financial condition and the results of operations with respect to such fiscal year.

(b) Quarterly Reports – As soon as available and in any event within ninety (90) days following the end of the fiscal quarter ending September 30, 2020, and within sixty (60) days for the first three fiscal quarters of each fiscal year of the Parent Borrower thereafter, the consolidated balance sheet of the Parent Borrower as of the end of such quarter, the consolidated statements of operations of the Parent Borrower for such quarter and, commencing with the fiscal quarter ending June 30, 2021, for the period from the beginning of the fiscal year through such quarter, and the consolidated statements of cash flows of the Parent Borrower for such quarter and, commencing with the fiscal quarter ending June 30, 2021, for the period from the beginning of the fiscal year through such quarter (along with data for each business segment for such periods, if applicable), setting forth, commencing with the quarterly financial statements for the fiscal quarter ending September 30, 2021, in each case in comparative form the corresponding figures for the corresponding period of the preceding fiscal year (for the avoidance of doubt, the quarterly financial statements for the fiscal quarter ending September 30, 2021 shall include a comparison against the fiscal quarter ended September 30, 2020 only), certified by the chief financial officer of the Parent Borrower as presenting fairly in all material respects the financial condition, results of operations and changes in cash flows of the Parent Borrower in accordance with GAAP (subject only to normal year-end audit adjustments and the absence of footnotes), together with a customary management's discussion and analysis of financial condition and the results of operations with respect to such fiscal quarter and, in the case of the second and third fiscal quarters (commencing with the quarterly financial statements for the fiscal quarter ending June 30, 2021), the period from the beginning of such fiscal year to the end of such fiscal quarter.

(c) P.A. Subsidiaries – If any Subsidiary has been designated as a P.A. Subsidiary, concurrently with each delivery of financial statements under clause (a) or (b) above, financial statements (in substantially the same form as the financial statements delivered pursuant to clauses (a) and (b) above) prepared on the basis of consolidating the accounts of the Parent Borrower and its Subsidiaries and treating any P.A. Subsidiaries as if they were not consolidated with the Parent Borrower or accounted for on the basis of the equity method but rather accounted for as an investment and otherwise eliminating all accounts of P.A. Subsidiaries, together with an explanation of reconciliation adjustments in reasonable detail; provided that the financial statements pursuant to this clause (c) shall not be required to be delivered so long as the combined aggregate amount of Total Assets as of the last day of any fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or 8.01(b) or combined aggregate amount of gross revenues (net of payroll, taxes, benefits and other deductions permitted under GAAP) for the Test Period most recently ended in each case of all P.A. Subsidiaries but excluding intercompany assets and revenues does not exceed 10% of the Total Assets of the Parent Borrower and its Subsidiaries (including P.A. Subsidiaries) or 10.0% of the combined aggregate amount of such gross revenues of the Parent Borrower and its Subsidiaries (including P.A. Subsidiaries), in each case, excluding intercompany assets and revenues for the Test Period most recently ended.

(d) Budget – Concurrently with the delivery of financial statements under Section 8.01(a) for each fiscal year (commencing with the annual financial statements for the fiscal year ending December 31, 2020), an annual budget of the Parent Borrower and its Restricted Subsidiaries for the fiscal year in which such budget is delivered in form customarily prepared by the Parent Borrower for its internal use.

(e) Appraisal Reports – Concurrently with the delivery of each certificate of compliance pursuant to Section 8.02(a), a reasonably detailed summary extract of the aggregate sum of the appraisal values of all of the Vessels owned by any Loan Party (excluding KEMOSABE and HOSLIFT), which report shall be provided by the Parent Borrower based on an extract of data derived from VesselsValue; provided that, (i) if VesselsValue ceases to exist, (ii) if access to such information originating from VesselsValue becomes (x) commercially unavailable or impractical to obtain or (y) otherwise materially more costly to obtain, then the Parent Borrower shall (or, with respect to clause (ii)(y), may) provide a substitute report based on information reasonably available to the Parent Borrower from another Specified Qualified Appraiser or another appraiser that is reasonably acceptable to the Required Lenders and which substitute report shall be reasonably detailed.

All financial information contained in the information referred to above (other than in clause (c) or (d) above) shall conform to GAAP applied on a consistent basis, except only for such changes in accounting principles or practice with which the independent certified public accountants concur. The information required to be delivered pursuant to Section 8.01(a) and Section 8.01(b) above shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall be available on the website of the

SEC at www.sec.gov or on the Parent Borrower's website at www.hornbeckoffshore.com. Delivery of such reports, information and documents to the Administrative Agent is for informational purposes only and the Administrative Agent's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Parent Borrower's compliance with any of its covenants hereunder.

Section 8.02 Certificates of Compliance; Lender Calls; Etc.

(a) Concurrently with each delivery of annual financial statements pursuant to Section 8.01(a) and each delivery of quarterly financial statements pursuant to Section 8.01(b), the Parent Borrower will furnish to the Administrative Agent a certificate of a Responsible Officer (i) stating that there is no Default or Event of Default at such time and (ii) containing the calculations necessary for determining compliance with Section 9.05.

(b) Concurrently with each delivery of annual financial statements pursuant to Section 8.01(a), the Parent Borrower will furnish to the Administrative Agent a completed Supplemental Perfection Certificate, signed by a Responsible Officer of the Parent Borrower, (i) setting forth the information required pursuant to the Supplemental Perfection Certificate and indicating, in a manner reasonably satisfactory to the Administrative Agent, any changes in such information from the most recent Supplemental Perfection Certificate delivered pursuant to this Section 8.02(b) (or, prior to the first delivery of a Supplemental Perfection Certificate, from the Perfection Certificate delivered on the Effective Date under (and as defined in) the Guaranty and Collateral Agreement) or (ii) certifying that there has been no change in such information from the most recent Supplemental Perfection Certificate delivered pursuant to this Section 8.02(b) (or, prior to the first delivery of a Supplemental Perfection Certificate, from the Perfection Certificate delivered on the Effective Date).

(c) Following each delivery of financial statements pursuant to Section 8.01(a) or (b), the Parent Borrower shall host, at times mutually agreed by the Borrower and the Required Lenders, a conference call with the Administrative Agent and the Lenders solely for the purpose of discussing the status of the financial, collateral, and operational condition, businesses, liabilities, assets, and prospects of the Parent Borrower and its Restricted Subsidiaries and any strategic transaction efforts; it being understood and agreed that such conference calls may be a single conference call together with investors holding other Debt of the Parent Borrower and/or its Restricted Subsidiaries, so long as the Lenders are given an opportunity to ask questions on such conference call; provided that, following the occurrence and during the continuance of any Default or Event of Default, the Parent Borrower shall hold conferences calls more frequently at the request of the Required Lenders. Any information disclosed pursuant to such conference calls (even if disclosed verbally) shall be subject to the confidentiality restrictions contained herein.

Section 8.03 Taxes and Other Liens. The Parent Borrower, the Co-Borrower and the Guarantors will pay and discharge promptly when due all Taxes imposed upon the Parent Borrower, the Co-Borrower or any Guarantor or upon its income or upon any of its Property as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, might become a Lien (other than Permitted Liens) upon any or all of its Property; provided, that the Parent Borrower, the Co-Borrower and the Guarantors shall not be required to pay any such Tax if the amount, applicability or validity thereof shall concurrently be contested in good faith by appropriate proceedings diligently conducted and if the contesting party shall have set up accruals therefor adequate under GAAP.

Section 8.04 Existence; Compliance. Except as permitted by Section 9.04 and except to the extent any change therein is not otherwise prohibited hereunder, the Parent Borrower, the Co-Borrower and each Guarantor will maintain its limited liability company or corporate existence and rights. The Parent Borrower, the Co-Borrower and the Guarantors will observe and comply with all valid laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, franchises, permits, licenses, authorizations, directions and requirements of Governmental Authority, including Governmental Requirements and Environmental Laws, unless any such failure to observe and comply would not reasonably be expected to have a Material Adverse Effect. Each Loan Party that owns Vessel Collateral documented under the laws and flag of the United States, (i) shall remain a citizen of the United States within the meaning of 46 U.S.C. § 50501, eligible and qualified to own and operate vessels in the coastwise trade of the United States, and (ii) shall operate, or shall cause to be operated, such Vessel Collateral in compliance with 46 U.S.C. Chapter 551 and in compliance in all material respects with all other applicable U.S. laws, and (iii) if applicable, shall operate, or shall cause to be operated, such Vessel Collateral in compliance in all material respects with the applicable cabotage laws and other laws of each other jurisdiction in which such Vessel Collateral trades. Each Loan Party that owns Vessel Collateral registered under the laws and flag of a flag jurisdiction other than the U.S. flag, (i) shall remain eligible to own and operate Vessels under the laws of such flag jurisdiction, and (ii) shall operate, or shall cause to be operated, such Vessel Collateral in compliance in all material respects with the applicable laws of such flag jurisdiction and the applicable cabotage laws and other laws of each jurisdiction in which such Vessel Collateral trades.

Section 8.05 Further Assurances. Subject to Section 8.17 and Schedule 8.17, the Parent Borrower, the Co-Borrower and the Guarantors will promptly upon the reasonable request of the Administrative Agent (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) take or cause to be taken any actions required to grant, attach or perfect, or maintain the priority of, those Liens on Collateral (except for the Excluded Assets as defined in the Guaranty and Collateral Agreement) securing the Indebtedness as required pursuant to Section 8.14, or cure or cause to be cured any defects in the creation, execution and delivery of such Liens. Subject to Section 8.17 and Schedule 8.17, the Parent Borrower, the Co-Borrower and the Guarantors will, at their expense, promptly upon the reasonable request of the Administrative Agent (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) execute and deliver, or cause to be executed and delivered, to the Administrative Agent and/or the Collateral Agent all such other and further documents, agreements and instruments (including without limitation, further security agreements, financing statements, continuation statements, and assignments of accounts and contract rights, except for Excluded Assets (as defined in the Guaranty and Collateral Agreement)) in compliance with or accomplishment of the covenants and agreements of the Parent Borrower, the Co-Borrower and the Guarantors in the Loan Documents or to further evidence and more fully describe the Vessel Collateral and/or Material Real Property Interests, including any renewals, additions, substitutions, replacements or accessions to the Vessel Collateral and/or Material Real Property Interests, or to correct any omissions in the Security Instruments, or more fully state the security obligations set out herein or in any of the Security Instruments, or to perfect, protect or preserve or maintain the

priority of, any Liens created pursuant to any of the Security Instruments, or to make any recordings, to file any notices, or obtain any consents, or take any other actions required or as may be reasonably necessary or appropriate in connection with the transactions contemplated by this Agreement (*provided* that the Parent Borrower, the Co-Borrower and the Guarantors shall only be required to execute and deliver Real Property Interests Mortgages with respect to any Material Real Property Interests). It is understood that any requests made by the Administrative Agent and/or the Collateral Agent pursuant to this Section 8.05 may be made only following receipt by the Administrative Agent of written direction by the Required Lenders.

Section 8.06 Performance of Obligations. The Borrowers will repay the Loans in accordance with this Agreement. The Borrowers and the Guarantors will do and perform every act required of the Borrowers and the Guarantors, by the Loan Documents at the time or times and in the manner specified.

Section 8.07 Use of Proceeds. The Borrowers shall use the proceeds of the Loans only in compliance withSection 7.18. In addition, the Borrowers will not request any Borrowing and the Borrowers shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, any proceeds of any Borrowing directly and indirectly (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law, (b) for the purpose of funding, financing, facilitating or otherwise making available such proceeds to any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto or any of its Subsidiaries or Affiliates.

Section 8.08 Insurance.

(a) Each Loan Party that owns, manages, operates and/or charters any Vessel shall maintain with financially sound and reputable insurance companies not Affiliates of the Parent Borrower insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or a similar business of such types and in such amounts (after giving effect to any self-insurance compatible with the following standards) as are customarily carried under similar circumstances by such other Persons, and, with respect to the Vessel Collateral, as required to be maintained under the terms of the Maritime Mortgages, and the Loan Parties shall cause (within the time period required herein, as may be extended by the Required Lenders in their reasonable discretion): (i) the Collateral Agent to be named as loss payee, for the ratable benefit of the Secured Parties, as to the Vessel Collateral, including, as trustee/mortgagee, in accordance with the Maritime Mortgages and the Assignment of Insurances or the Mexican Non-Possessory Pledge Agreements, as applicable (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's brokers be the best otherwise attainable); (ii) the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under any marine and war–risk insurance policy and any protection and indemnity policy (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's brokers be the best otherwise attainable); (iii) to the extent applicable, each entry in a protection and indemnity club with respect to Vessel Collateral to note the interest of the Collateral Agent,

as agent for the Secured Parties; (iv) the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under the comprehensive general liability insurance and (v) the Collateral Agent, as agent for the Secured Parties, to be named as an alternate employer, with a waiver of rights of subrogation, under the statutory workers' compensation insurance and longshoreman and harbor workers' act coverage policies. Each Loan Party that is an owner or bareboat charterer of any Vessel shall comply in all material respects with all insurance policies in respect of the Vessels and upon notice of non-compliance will take such steps necessary under the terms of such insurance to come into compliance. Each Loan Party that owns Vessel Collateral, bareboat charters Vessel Collateral and places the insurances thereon, or bareboat charters in any Vessel shall assign to the Collateral Agent, including as trustee/mortgagee, for the benefit of the Secured Parties, pursuant to either an Assignment of Insurances or a Mexican Non-Possessory Pledge Agreement, as applicable, all of such Loan Party's right, title, and interest in and to each policy and contract of insurance, and under all entries in any protection and indemnity or war risks association or club, relating to the Vessel Collateral that it owns or bareboat charters Vessel Collateral and places the insurances thereon, or the Vessels it bareboat charters in. The Loan Parties agree that mortgagee's interest insurance and mortgagee's interest additional perils (pollution) insurance risks covering the Vessel Collateral may be placed directly by the Collateral Agent, including as trustee/mortgagee, for the benefit of the Secured Parties, at the cost of the Loan Parties, who will reimburse the Collateral Agent for the cost thereof; *provided*, *however*, that the Collateral Agent shall only have the right to place such insurance if the Loan Parties fail to do so within forty-five (45) days following the Effective Date. Upon the reasonable request of the Administrative Agent, the Loan Parties agree (A) to provide, or cause to be provided, to the Administrative Agent originals or certified copies of the policies of insurance or certificates with respect thereto required under this Section 8.08(a) and (B) to provide, or cause to be provided, to the Administrative Agent reports on each existing policy of insurance with respect to the Vessel Collateral and Vessels bareboat chartered in and any other Property showing such information as the Administrative Agent may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the Vessel Collateral and Vessels bareboat chartered in and other Property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In connection with the annual renewal of insurances policies or contracts and entries in any protection and indemnity or war risks association or club, and in connection with any reflagging of any Vessel Collateral, the Loan Parties agree to provide, or cause to be provided, to the Administrative Agent, the documents required under clauses (c)(iii), (c)(iv), (c)(v) and (c)(vi) as applicable, of the definition of "Vessel Collateral Requirements".

(b) The Real Property Interests shall be insured against loss or damage and the Loan Parties shall cause (within forty-five (45) days following the Effective Date) the Collateral Agent to be named as loss payee, for the ratable benefit of the Secured Parties, as to the Real Property Interests, including, as trustee/mortgagee, and the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under comprehensive general liability insurance, statutory workers' compensation insurance and longshoreman and harbor workers' act coverage policies.

(c) The Borrowers and the Guarantors agree to notify the Administrative Agent in writing within fifteen (15) days of any Event of Loss involving Vessel Collateral, whether or not such Event of Loss is covered by insurance. The Borrowers further agree to promptly notify their insurance company and to submit an appropriate claim and proof of claim to the insurance company in respect of any Event of Loss. As to the Vessel Collateral, the Borrowers and the Guarantors hereby irrevocably appoint the Collateral Agent as their agent and attorney-in-fact, each such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance (regardless of whether a settlement or adjustment of a claim is an Event of Default) and to endorse the name of the Borrowers and the Guarantors on any check or other item of payment for the proceeds thereof; *provided, however,* that the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided in this Section 8.08(c) unless one or more Events of Default exist under this Agreement.

Section 8.09 Accounts and Records. The Borrowers and the Guarantors will keep books of record and accounts in which true and correct entries will be made as to all material matters of all dealings or transactions in relation to the respective business and activities, sufficient to permit reporting in accordance with GAAP, consistently applied.

Section 8.10 Right of Inspection. The Borrowers and the Guarantors will permit any officer, employee or agent of the Collateral Agent (acting upon written direction from the Required Lenders) or any Lender to visit and inspect the books of record and accounts, the Real Property Interests and the Vessel Collateral subject to (i) applicable safety rules and procedures, and (ii) with respect to Real Property Interests, rights of landlords, tenants and other third parties pursuant to written agreements, at such reasonable times and on reasonable notice and without hindrance or delay and as often as the Administrative Agent (acting upon the written direction from the Required Lenders) may reasonably desire. Notwithstanding the foregoing, except following an Event of Default that has occurred and is continuing, the Collateral Agent (acting upon written direction from the Required Lenders) shall not visit or inspect the Real Property Interests and the Vessel Collateral more frequently than twice a year, individually or as a group, and then at their own expense, except that the Borrowers will be responsible for such expense following the occurrence and during the continuance of an Event of Default; provided, that any such visits or inspections shall occur when the applicable Vessel is shoreside at a location involved in the ordinary course of providing its services under its then applicable charter or other vessel service contract.

Section 8.11 Maintenance of Properties.

(a) The Borrowers and the Guarantors shall maintain and preserve all of their respective Properties (and any Property leased by or consigned to any of them or held under title retention or conditional sales contracts) other than Vessels (which for the avoidance of doubt are covered by the next sentence) that are used or useful in the conduct of their respective business in the ordinary course in good working order and condition at all times, ordinary wear and tear excepted, all in accordance with standards maintained by other Persons engaged in the same or similar business types, and make all repairs, replacements, additions, betterments and improvements to such Properties (other than Vessels) to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect. Except during any period that a Vessel is undergoing repairs or maintenance or is a Stacked Vessel, the Borrowers and the Guarantors shall: (i) at all times maintain and preserve, or cause to be maintained and preserved, each Vessel in good running order and repair, so that such Vessel shall be, insofar as due diligence

can make it so, tight, staunch, and sufficiently tackled, equipped and seaworthy and in good condition, ordinary wear and tear excepted, and fit for its intended service, and make all needful and proper repairs, renewals, betterments and improvements necessary to keep such Vessel well maintained and in seaworthy condition, to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (ii) at all times maintain each Vessel in class with the American Bureau of Shipping or another classification society that is a member of the International Association of Classification Societies and promptly take steps to remove or remedy or satisfy any exception, condition or recommendation of the Vessel's classification society affecting class, to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (iii) have on board each Vessel, when required by applicable Governmental Requirements, valid certificates required thereby to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (iv) furnish annually to the Collateral Agent a copy of any certificate of class that has been updated for any Vessel since the Effective Date; and (v) furnish annually upon request by the Collateral Agent, a confirmation of class certificate from the American Bureau of Shipping or another classification society that is a member of the International Association of Classification Societies showing that such classification has been maintained.

(b) (i)Each Loan Party that owns or operates, or will own or operate, Vessel Collateral will not transfer the ownership or change the flag or documentation or registration of such Vessel Collateral without: (x) except for any Approved Vessel Reflagging Transaction, the prior written consent of the Required Lenders requested no fewer than ten (10) Business Days (or such shorter period as the Required Lenders shall agree in their sole discretion) before the requested date of such transfer or change; and (y) with respect to any Approved Vessel Reflagging Transaction or to the extent otherwise so approved by the Required Lenders, (A) promptly in the case of transferring ownership of Vessel Collateral to a Foreign Subsidiary organized under the laws of, and/or changing the flag or registration of Vessel Collateral to, Liberia, the Marshall Islands, Panama or Vanuatu, and (B) within sixty (60) days (or such longer period as the Required Lenders shall agree in their reasonable discretion) in the case of transferring ownership of Vessel Collateral to a Foreign Subsidiary organized under the laws of, and/or changing the flag or registration of Vessel Collateral to, any other foreign jurisdiction, satisfying all applicable Vessel Collateral Requirements for such Vessel Collateral and executing and delivering (or causing to be executed and delivered) all such additional documents, agreements or other instruments and/or taking (or causing to be taken) all such actions (including the making of any recordings or filings) as are deemed necessary or desirable by the Collateral Agent to perfect, protect and preserve the security interest in favor of the Collateral Agent or trustee/mortgagee (acting on behalf of the Collateral Agent), as the case may be, for the benefit of the Secured Parties in such Vessel Collateral granted pursuant to the applicable Maritime Mortgage (or, if a Maritime Mortgage may not be granted, to provide an alternative security interest or other collateral reasonably acceptable to the Collateral Agent and the Required Lenders (in or with respect to such Vessel Collateral under the laws of the applicable foreign-flag jurisdiction in which such Vessel Collateral is being registered)); it being understood and agreed that, without limiting the foregoing, in order for such alternative security interest to be reasonably acceptable to the Collateral Agent and the Required Lenders, the Collateral Agent and the Lenders shall have received an opinion of counsel in the appropriate jurisdiction in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders (as to the creation, validity and perfection of such alternative security interest).

(ii) Notwithstanding anything in the Loan Documents to the contrary, in the event of a change of the ownership of and/or the flag or documentation or registration of Vessel Collateral permitted under this Section 8.11(b)), the Investment made in connection with such a transaction may be structured as a Foreign Vessel Reflagging Transaction. A "Foreign Vessel Reflagging Transaction" is defined as one or more Investments by the Parent Borrower or a Restricted Subsidiary of cash in one or more Subsidiaries, the proceeds of which will be used by a Restricted Subsidiary to purchase Vessel Collateral from a Loan Party, the net effect of which is that (x) the Vessel Collateral subject to such Foreign Vessel Reflagging Transaction shall continue to be Vessel Collateral (and the requirements under Section 8.11(b)(i) shall apply to such Vessel Collateral and Foreign Vessel Reflagging Transaction) and (y) such cash is substantially contemporaneously returned to the Parent Borrower or the Restricted Subsidiary making the initial Investment, in each case, in order to facilitate a change to the flag or documentation or registration of any Vessel Collateral (so long as such Investments constitute Permitted Investments or Investments not restricted by Section 9.01). After giving full effect to any Foreign Vessel Reflagging Transaction where the cash ~~,~~ transfer transaction steps occur substantially simultaneously, a receipt by any Subsidiary of such cash and the existence of any intercompany loan receivable created by the further loaning of such funds by such Subsidiary to another Subsidiary shall not in itself trigger a requirement to provide additional Collateral or to enter into any additional Loan Documents.

Section 8.12 Notice of Certain Events; Other Information.

(a) The Parent Borrower shall promptly notify the Administrative Agent in writing:

(i) if the Parent Borrower learns of the occurrence of:

(A) any event which constitutes a Default, together with a detailed statement by a Responsible Officer of the Parent Borrower as to the nature of the Default and the steps being taken to cure the effect of such Default;

(B) any action, suit, investigation, litigation or proceeding by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Borrower, threatened against or affecting the Parent Borrower or any of its Restricted Subsidiaries or any of their Properties (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have a Material Adverse Effect or (ii) that involves any Loan Document or the Transactions; or

(C) any development that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect;

(ii) upon the formation or acquisition of any Subsidiary that is a P.A. Subsidiary or Specified Newbuild Subsidiary; or

~~(iii)~~(b) upon the occurrence of any Approved Vessel Reflagging Transaction (specifying the Vessels subject to such transaction and the resulting flag of such Vessels).

~~(iv)~~(c) The Parent Borrower shall promptly notify the Administrative Agent in writing of any change in organizational jurisdiction, location of the principal place of business or the office where records concerning accounts and contract rights are kept, or any change in the federal taxpayer identification number or organizational identification number of the Parent Borrower or any other Loan Party.

~~(b)~~(d) Other Information – Promptly upon the request of the Administrative Agent or any Lender, the Parent Borrower shall deliver to such Person such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Subsidiary or the Collateral (including information concerning construction of new Vessels), or compliance with the terms of the Loan Documents, as such Person may from time to time reasonably request. Upon the request of any Lender or the Administrative Agent on behalf of any Lenders or Lenders, the Parent Borrower shall provide such Persons with the definitive documentation of any Material Debt consisting of debt for borrowed money or debt evidenced by bonds, debentures, notes, term loans or similar instruments, including any side letters or fee letters related thereto (provided that the amount of fees payable under such financings may be redacted in a customary manner).

Section 8.13 ERISA Information and Compliance. The Parent Borrower will furnish to the Administrative Agent (i) as soon as is administratively practicable following a request from the Required Lenders copies of each annual or other report filed with the United States Secretary of Labor or the PBGC with respect to any Benefit Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries, or any ERISA Affiliate and (ii) as soon as is administratively practicable upon becoming aware of the occurrence of any (A) ERISA Event or (B) "prohibited transaction," as such term is defined in Section 4975 of the Code, in connection with any Benefit Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries or any ERISA Affiliate that could reasonably be expected to have a Material Adverse Effect, a written notice signed by a Responsible Officer of the Parent Borrower specifying the nature thereof, what action the Parent Borrower is taking or proposes to take with respect thereto, and, when known, any action taken by the Internal Revenue Service with respect thereto. Except as would not result in a material liability to a Loan Party, the Parent Borrower will comply with all of the applicable funding and other requirements of ERISA as such requirements relate to the Benefit Plans of the Loan Party.

Section 8.14 Security and Guarantees.

(a) The Indebtedness shall be secured by (x) the Vessels listed onSchedule 8.14-1 (other than any such Vessel that constitutes an Excluded Vessel in accordance with the definition thereof), (y) any Vessel described in Section 8.14(c) acquired after the Effective Date, (z) the Material Real Property Interests listed on Schedule 8.14-3, (aa) any Material Real Property Interests acquired after the Effective Date and (bb) any other Property and rights of the Loan Parties described in the Guaranty and Collateral Agreement or in any other Security Instrument and excepting, as provided in the Guaranty and Collateral Agreement, Excluded Assets (or the equivalent term under any other Security Instrument), unless such Collateral has been released in accordance with Section 11.11 in connection with transactions permitted under the Loan Documents.

(b) In the case of Domestic Subsidiaries, not later than thirty (30) days (or, in the case of any Specified Newbuild Debt Subsidiary that ceases to be a Specified Newbuild Debt Subsidiary pursuant to the definition thereof, not later than ten (10) days), and in the case of Foreign Subsidiaries, not later than sixty (60) days (or such longer period as the Required Lenders shall agree in their reasonable discretion, in each case) following the occurrence of any event or transaction (including, without limitation, the formation or acquisition of any Restricted Subsidiary of the Parent Borrower, the making of any Permitted Investment or Restricted Investment or the consummation of any Asset Sale) which results in Parent Borrower having (x) Domestic Subsidiaries (other than the Co-Borrower, the then existing Guarantors that are Domestic Subsidiaries, any P.A. Subsidiaries, or any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) with assets of $5,000,000 or more in the aggregate or (y) Foreign Subsidiaries (other than the then existing Guarantors that are Foreign Subsidiaries and P.A. Subsidiaries) with assets of $20,000,000 or more in the aggregate, then such Restricted Subsidiary or Restricted Subsidiaries (other than Excluded Subsidiaries, P.A. Subsidiaries, Restricted Specified Newbuild Subsidiaries or Specified Newbuild Subsidiaries) as are reasonably satisfactory to the Required Lenders (such that, as applicable, (x) such Restricted Subsidiaries (other than the Co-Borrower and P.A. Subsidiaries, any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) that are Domestic Subsidiaries not guarantying the Indebtedness have assets of less than $5,000,000 in the aggregate or (y) such Restricted Subsidiaries (other than P.A. Subsidiaries, any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) that are Foreign Subsidiaries not guarantying the Indebtedness have assets of less than $20,000,000 in the aggregate) shall (x) guaranty the payment and performance of the Indebtedness by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement but in form and substance reasonably satisfactory to the Agents and the Required Lenders; provided that, in the case of a Foreign Subsidiary, the Required Lenders may, in their reasonable discretion, require such Foreign Subsidiary to enter into a Foreign Law Guaranty Agreement and (y) secure such guaranty by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, (A) a joinder to the Guaranty and Collateral Agreement or a personal property agreement comparable to the Guaranty and Collateral Agreement but in form and substance reasonably satisfactory to the Agents and the Required Lenders; provided that, (i) in the case of any Foreign Subsidiary organized under the laws of Brazil (or any state or other political subdivision thereof), such Foreign Subsidiary shall execute a joinder to, or a separate agreement comparable to, each Other Brazilian Security Instrument and (ii) in the case of any Foreign Subsidiary organized under the laws of Mexico (or any state or other political subdivision thereof), such Foreign Subsidiary shall execute a joinder to, or a separate agreement comparable to, each Other Mexican Security Instrument, (B) a Maritime Mortgage over any Vessel owned by such Restricted Subsidiary (other than any Excluded Vessel) in a manner consistent with clause (c) below, and (C) a Mortgage of any Material Real Property Interest owned by such Restricted Subsidiary (and shall satisfy the Real Property Interests Collateral Requirements).

(c) Substantially contemporaneously with the acquisition (including by way of construction) (and in the case of an acquisition of a foreign-flag Vessel or Vessels, or an acquisition of a foreign-flag Vessel or Vessels by any Loan Party, within thirty (30) days for any Vessel registered under either the Liberia, Marshall Islands, Panama or Vanuatu flags and sixty (60) days for a Vessel registered under any other foreign flag, following the acquisition) (including by way

of construction) by any Loan Party of any Vessel or Vessels (in each case, other than any Excluded Vessel), (x) such Loan Party shall (i) grant a Maritime Mortgage (in the applicable form) on such Vessel in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, which shall constitute a legal, valid, enforceable and, when duly filed and recorded or registered, perfected first preferred or first priority mortgage on the whole of the Vessel Collateral named therein under the laws of the applicable flag jurisdiction in which such Vessel is registered, subject only to Permitted Maritime Liens, (ii) grant first priority security interests (or the foreign equivalent) in all Property owned by such Loan Party relating to such Vessel, subject to Permitted Liens, and (iii) otherwise comply with the applicable Vessel Collateral Requirements (including the entry into an Assignment of Insurances or a Mexican Non-Possessory Pledge Agreement, as applicable) with respect to such Vessel (unless waived by the Collateral Agent acting at the direction of the Required Lenders).

(d) Within sixty (60) days (or such longer period as the Administrative Agent may reasonably agree) following the acquisition by the Parent Borrower or any other Loan Party of any Material Real Property Interests not listed in Schedule 8.14-3, the Parent Borrower shall execute and deliver, or cause the applicable Loan Party to execute and deliver, to the Administrative Agent and/or the Collateral Agent all such further documents, agreements and instruments (including without limitation further security agreements, Mortgages (and any other documents reasonably requested by the Collateral Agent and to otherwise satisfy the Real Property Interests Collateral Requirements), financing statements, continuation statements, and assignments of accounts and contract rights), or take any other action, or cause the applicable Loan Party to take any other action, in each case necessary or reasonably desirable to cause such Material Real Property Interests to be subject to a security interest in favor of the Collateral Agent with the priority and perfection required thereunder;

(e) Notwithstanding anything to the contrary herein, each Federally Regulated Lender waives and releases any and all liens, security interests or the rights it may have in and to any Federally Regulated Lender Excluded Property and reserves all rights as a Secured Party with respect to all Collateral, other than Federally Regulated Lender Excluded Property.

Section 8.15 Sanctions, Anti-Corruption Laws and Anti-Terrorism Laws. The Parent Borrower shall maintain in effect the policies and procedures with respect to Sanctions and Anti-Terrorism Laws specified in Section 7.09(d) and the anti-corruption laws specified in Section 7.20.

Section 8.16 [Reserved].

Section 8.17 Post-Closing Undertakings. Within the time periods specified on Schedule 8.17 (or such later date to which the Required Lenders (with written notice to the Administrative Agent) consent), comply with the provisions set forth in Schedule 8.17.

Section 8.18 Asset Sale Proceeds Account. The Borrowers and each Guarantor shall cause (x) the Net Proceeds (to the extent in the form of cash, Cash Equivalents, securities or like instruments) from any Asset Sale and (y) any Specified Proceeds, in each case, to be deposited in an Asset Sale Proceeds Account substantially contemporaneously with the receipt thereof (except to the extent constituting securities or other instruments that have otherwise been pledged as Collateral to secure the Indebtedness by physical delivery thereof, if physical certificates exist, or

otherwise pursuant to arrangements reasonably satisfactory to the Required Lenders), and shall cause all such Net Proceeds to remain therein until the earliest of (i) the reinvestment of such Net Proceeds or Specified Proceeds in accordance with Section 3.04, (ii) the application of such Net Proceeds or Specified Proceeds in accordance with Section 3.04 and (iii) such Net Proceeds or Specified Proceeds becoming Declined Amounts. For the avoidance of doubt, nothing in this Section 8.18 shall limit in any way the Parent Borrower's obligations under Section 3.04 or Section 8.14.

## ARTICLE IX
## Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 9.01 Restricted Payments.

(a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly,

(i) declare or pay any dividend or make any other payment or distribution on account of the Parent Borrower's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any such payment in connection with any merger or consolidation involving Parent Borrower) or to the direct or indirect holders of Parent Borrower's Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Parent Borrower);

(ii) Redeem (including, without limitation, in connection with any merger or consolidation involving the Borrower) any Equity Interests of the Parent Borrower or any direct or indirect parent of the Parent Borrower;

(iii) Redeem (in each case, other than making any scheduled or required payment (including any payment at maturity) or sinking fund obligation that is otherwise permitted hereunder) (1) Junior Debt, (2) Permitted Acquisition Debt or (3) Specified Newbuild Debt;

(iv) [reserved]; or

(v) make any Restricted Investment (all such payments and other actions set forth in this clause (v) and in clauses (i) through (iv) above being collectively referred to as "Restricted Payments").

(b) The foregoing provisions will not prohibit any of the following:

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Agreement;

(ii) the Redemption of any Debt of the Borrowers or any Guarantor or any Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Parent Borrower) of, other Equity Interests of the Parent Borrower (other than any Disqualified Stock);

(iii) the Redemption of Debt of Borrowers or any Guarantor with the net cash proceeds from an incurrence of, or in exchange for, Permitted Refinancing Debt;

(iv) the payment of any dividend or distribution (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) by a Restricted Subsidiary of the Parent Borrower to the Parent Borrower or any of its other Restricted Subsidiaries, and if such Restricted Subsidiary is not a Wholly-Owned Restricted Subsidiary, to minority holders of the Equity Interests of such Restricted Subsidiary so long as the Parent Borrower or another Restricted Subsidiary receives at least its pro rata share of such dividend or distribution;

(v) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Redemption of any Equity Interests (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) of the Parent Borrower held by any employee, director or consultant of the Parent Borrower or any of its Restricted Subsidiaries pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement, provided that the aggregate price paid for all such Redeemed Equity Interests shall not exceed $50,000 in any calendar year (provided that, unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years);

(vi) the acquisition of Equity Interests by the Parent Borrower in connection with (x) the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations or (y) net share settling of withholding tax obligations by way of restricted stock unit awards (or equivalent);

(vii) in connection with an acquisition by the Parent Borrower or by any of its Restricted Subsidiaries, the return to the Parent Borrower or any of its Restricted Subsidiaries of Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries constituting a portion of the purchase price consideration in settlement of indemnification or similar claims;

(viii) the purchase by the Parent Borrower of fractional shares of Equity Interests of the Parent Borrower arising out of stock dividends, splits or combinations or business combinations;

(ix) any Redemption of Permitted Acquisition Debt made solely with cash flow attributable to the Property acquired with the proceeds of, or acquired in connection with the assumption of, such Permitted Acquisition Debt;

(x) any Redemption of Specified Newbuild Debt made solely with the cash flow attributable to HOS Wild Horse or HOS Warhorse, as applicable, and their respective Specified Newbuild Related Assets;

(xi) any Redemption of up to $15,000,000 of the principal amount of Debt under the Exit Second Lien Credit Agreement;provided such Redemption is consummated as a conversion of such Debt to Equity Interests in the Parent Borrower[reserved];

(xii) (1) The payment of paid-in-kind dividends or distributions (i.e. non-cash dividends or distributions payable solely in Equity Interests and not in the form of any other Property) by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock; provided that such preferred Equity Interests shall not be subject to any mandatory dividends or distributions resulting in, at any time, a dividend rate per annum in excess of (A) 1.00% plus (B) the Applicable Interest Rate (as defined in the Exit Second Lien Credit Agreement) at such time (assuming for purposes of such calculation (x) for the period from the Effective Date through but excluding the third anniversary of the Effective Date, a PIK Election Period (as defined in the Exit Second Lien Credit Agreement) is in effect at such time and (y) from and after the third anniversary of the Effective Date, the Total Leverage Ratio was greater than or equal to 3.00:1.00);

(xiii) Restricted Payments (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof), including, solely in the case of clause (a) below, repurchases of Equity Interests in the Parent Borrower, in an aggregate amount not to exceed (a) in the case of Restricted Payments of the type described in clauses (i) and (ii) of the definition thereof, $2,000,000 during the term of this Agreement, (b) in the case of Restricted Payments of the type described in clause (iii) of the definition thereof, $2,000,000 during the term of this Agreement and (c) in the case of any Restricted Investments made during the term of this Agreement, $5,000,000; and

(xiv) redemption of any Equity Interests of the Parent Borrower from Non-U.S. Citizens (as defined in the Certificate of Incorporation) who acquired the same to the extent contemplated under Section 15.6 of the Certificate of Incorporation.

The amount of any Restricted Payment shall be determined in accordance withSection 1.07, where applicable. Not later than the date of making any Restricted Payment of the type described in clause (b)(ix) or (b)(xiii) above, the Parent Borrower shall deliver to the Administrative Agent an Officer's Certificate detailing the amount of such Restricted Payment, including the valuation of the Property subject to such Restricted Payment (unless such Property is cash) and, in the case of clause (b)(ix) only, a reasonably detailed description of the proceeds being used to make such Restricted Payments.

Section 9.02 Incurrence of Debt and Issuance of Disqualified Stock.

(a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur" or an "incurrence") any Debt and the Parent Borrower shall not issue any Disqualified Stock and shall not permit any of its Restricted Subsidiaries to issue any Disqualified Stock.

(b) The foregoing provisions shall not apply to the incurrence by the Parent Borrower or any of its Restricted Subsidiaries of any of the following:

(i) [reserved];

(ii) Debt under the Exit Second Lien Credit Agreement in an aggregate principal amount that will not exceed, together with any outstanding Permitted Refinancing Debt in respect thereof (but excluding in each case any Increased Amount), $287,577,193.66;

(iii) Hedging Obligations;

(iv) Indebtedness under this Agreement and the other Loan Documents;

(v) intercompany Debt between or among the Parent Borrower and any of its Restricted Subsidiaries; provided that (1) if a Borrower is the obligor on such Debt and the obligee is not the other Borrower or a Guarantor, such Debt must be expressly subordinated to the prior payment in full in cash of all obligations with respect to the Loans and (2) if a Guarantor is the obligor on such Debt and the obligee is neither a Borrower nor a Guarantor, such Debt must be expressly subordinated to the prior payment in full in cash of all obligations of such Guarantor with respect to its Loan Guarantee and (3) (i) any subsequent issuance or transfer of Equity Interests that results in any such Debt being held by a Person other than the Parent Borrower or a Restricted Subsidiary of the Parent Borrower, or (ii) any sale or other transfer of any such Debt to a Person that is neither the Parent Borrower nor a Restricted Subsidiary of the Parent Borrower, shall be deemed, in each case, to constitute an incurrence of such Debt by the Parent Borrower or such Restricted Subsidiary, as the case may be, as of the date of such issuance, sale or other transfer that is not permitted by this clause (v);

(vi) Debt in respect of bid, performance or surety bonds issued for the account of the Parent Borrower or any Restricted Subsidiary thereof, including guarantees or obligations of the Parent Borrower or any Restricted Subsidiary thereof with respect to letters of credit or bank guarantees supporting such bid, performance or surety obligations (in each case other than for an obligation for money borrowed) or other forms of security or credit enhancement supporting performance obligations under trade or custom obligations, third-party maritime claims or service contracts, in each case, in the ordinary course of business;

(vii) the guarantee (A) by the Parent Borrower of Debt of any of its Restricted Subsidiaries that was permitted to be incurred by another provision of this Section 9.02 or (B) by any Restricted Subsidiary of the Parent Borrower of Debt of the Parent Borrower or another Restricted Subsidiary of the Parent Borrower that was permitted to be incurred by another provision of this Section 9.02; provided, that this clause (vii) shall not permit, (w) the guarantee by the Parent Borrower or any Restricted Subsidiary thereof of Specified Newbuild Debt (or any Permitted Refinancing Debt thereof), except as expressly contemplated by sub-clause (v) of the definition of "Specified Newbuild Debt", (x) the guarantee by the Parent Borrower or any Restricted Subsidiary (other than the borrower under any Permitted Acquisition Debt) thereof of Permitted Acquisition Debt (or any Permitted Refinancing Debt thereof), (y) the guarantee by any Loan Party of any Debt of a non-Loan Party (unless the Loan Party would have been permitted to incur such Debt directly) or (z) the guarantee by any Restricted Subsidiary of the Parent Borrower that is not a Loan Party of any Debt which by its terms does not permit such Debt to be guaranteed by Persons that are not Loan Parties (including, without limitation, Debt incurred under Section 9.02(b)(xi) (or any Permitted Refinancing Debt in respect of any the foregoing));

(viii) Permitted Refinancing Debt incurred in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund Debt incurred pursuant to this clause (viii), Section 9.02(b)(ix), Section 9.02(b)(x) or Section 9.02(b)(xi); provided that, such Permitted Refinancing Debt complies with the requirements set forth in the definition thereof (as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to such incurrence or issuance);

(ix) Permitted Acquisition Debt;

(x) Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary in an aggregate principal amount that, when taken together with the aggregate principal amount of all other Debt incurred pursuant to this clause (x) and then outstanding will not exceed (excluding any paid-in-kind interest), together with any outstanding Permitted Refinancing Debt in respect thereof, $65,000,000;

(xi) Debt of the Loan Parties in an amount equal to 100% of any cash proceeds from the issuance of common equity by the Parent Borrower following the Effective Date (excluding (I) for the avoidance of doubt, any cash proceeds from the issuance of common equity by the Parent Borrower as part of the Effective Date Equity Rights Offering and (II) proceeds applied to fund a P.A. Subsidiary Equity Contribution or a Specified Newbuild Subsidiary Equity Contribution) (any such Debt incurred pursuant to this clause (xi), and which satisfies the terms and conditions set forth in this clause (xi), "Equity-Paired Debt"); provided that (a) the cash interest rate applicable to any Equity-Paired Debt shall not exceed a percentage per annum acceptable to the Required Lenders, (b) the aggregate outstanding principal amount of Equity-Paired Debt, when taken together with the aggregate principal amount of all other Equity-Paired Debt incurred pursuant to this clause (xi) and then outstanding will not exceed (exclusive of any paid in kind interest), together with any outstanding Permitted Refinancing Debt in respect thereof, $25,000,000, (c) such Debt is incurred no later than one year after the date of such cash common equity issuance and (d) such Debt satisfies clauses (i), (ii) and (iv) of the definition of Required Additional Debt Terms), as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to the incurrence of such Equity-Paired Debt (which Officer's Certificate shall also designate such Debt as "Equity-Paired Debt" and identify the equity issuance to which such Debt relates);

(xii) other Debt and/or Disqualified Stock in an aggregate principal amount and/or liquidation preference, as applicable, that, when taken together with the aggregate principal amount and/or liquidation preference, as applicable, of all other Debt and/or Disqualified Stock incurred pursuant to this clause (xii) and then outstanding will not exceed, together with any outstanding Permitted Refinancing Debt in respect thereof $15,000,000; provided that, any such Debt or Disqualified Stock of a Loan Party referred to in this clause (xii) does not mature and does not have any mandatory or scheduled principal payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to the prior making of any required payments on the Indebtedness hereunder);

(xiii) existing leasehold interests comprising any part of the Real Property Interests and, subject to any Real Property Interests Mortgage, any renewals, extensions, modifications, or renegotiations thereof and any additional leases, rights of use or of passage comprising any part of the Real Property Interests necessary for the operation or expansion of the Borrowers' business, whether or not any such leasehold interests, renewals, extensions, modifications or renegotiations or such additional leases, rights of use or of passage are capital leases or operating leases;

(xiv) Attributable Debt in respect of Sale Leaseback Transactions permitted by Section 9.08(b)(ii);

(xv) the incurrence by any Loan Party of Debt represented by Capital Lease Obligations, operating leases or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction or installation of property, plant or equipment used in the business of the Loan Parties and their Subsidiaries, in an aggregate principal amount incurred pursuant to this clause (xv) not to exceed $5,000,000 at any time outstanding; and

(xvi) Debt in respect of credit cards or purchase cards for purchases, in each case, in the ordinary course of business and in an aggregate amount outstanding not to exceed $750,000 at any time.

(c) The Borrowers shall not, and shall not permit any Guarantor to, directly or indirectly, incur any Debt which by its terms (or by the terms of any agreement governing such Debt) is subordinated to any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be, unless such Debt is also by its terms (or by the terms of any agreement governing such Debt) made expressly subordinate to the Loans or the Loan Guarantee of such Guarantor, as the case may be, to the same extent and in the same manner as such Debt is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be; provided, however, that no Debt shall be deemed to be contractually subordinated in right of payment to any other Debt solely by virtue of being unsecured.

(d) For purposes of determining compliance with this Section 9.02, in the event that an item of proposed Debt meets the criteria of more than one of the categories of Debt described in Section 9.02(b), or is entitled to be incurred pursuant to Section 9.02(a), the Parent Borrower shall be permitted to divide or classify such item of Debt on the date of its incurrence (but shall not be permitted to later divide or reclassify all or a portion of such item of Debt after the date of its incurrence), in any manner that complies with this Section 9.02, and such item of Debt will be treated as having been incurred pursuant to one or more of such categories; provided that (x) [reserved] and (y) all Indebtedness under this Agreement and the other Loan Documents shall at all times be deemed outstanding under Section 9.02(b)(iv). Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Debt or Disqualified Stock will not be deemed to be an incurrence of Debt or Disqualified Stock for purposes of this covenant.

Section 9.03 Liens. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien on any of their respective Property, except Permitted Liens.

Section 9.04 Merger or Consolidation. No Borrower or Restricted Subsidiary shall consolidate or merge with or into (whether or not such Borrower or Restricted Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its Properties in one or more related transactions to, another Person, except that: (i) any Guarantor may consolidate or merge with or into any other Loan Party (as long as the applicable Borrower is the surviving person in the case of any merger or consolidation involving a Borrower) and (ii) any Restricted Subsidiary that is not a Guarantor may consolidate or merge with or into any other Restricted Subsidiary that is not a Guarantor.

Section 9.05 Minimum Available Liquidity. The Parent Borrower will not, as of the last day of any fiscal quarter, permit Available Liquidity to be less than the Minimum Liquidity Amount as of such date.

Section 9.06 Transactions with Affiliates. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its Property to, or purchase any Property from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless (a) such Affiliate Transaction is on terms that are no less favorable to the Parent Borrower or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Parent Borrower or such Restricted Subsidiary with an unrelated Person or, if there is no such comparable transaction, on terms that are fair and reasonable to the Parent Borrower or such Restricted Subsidiary, and (b) the Parent Borrower delivers to the Administrative Agent (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $2,500,000, a resolution of the Board of Directors of the Parent Borrower set forth in a certificate of a Responsible Officer certifying that such Affiliate Transaction complies with clause (a) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors and (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10,000,000, an opinion as to the fairness to the Parent Borrower or the relevant Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm that is, in the judgment of the Board of Directors, qualified to render such opinion and is independent with respect to the Parent Borrower, provided that such opinion will not be required with respect to any Affiliate Transaction or series of related Affiliate Transactions involving either (i) shipyard contracts that are awarded following a competitive bidding process and approved by a majority of the disinterested members of the Board of Directors or (ii) an Affiliate in which an unrelated third person owns Voting Stock in excess of that owned by the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that the following shall be deemed not to be Affiliate Transactions:

(A) any employment agreement or other employee compensation plan or arrangement entered into by the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business of the Parent Borrower or such Restricted Subsidiary;

(B) transactions between or among the Loan Parties;

(C) Permitted Investments and Restricted Payments that are permitted by the provisions of Section 9.01 of this Agreement;

(D) loans or advances to officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries made in the ordinary course of business and consistent with past practices of the Parent Borrower and its Restricted Subsidiaries in such Person in an aggregate amount not to exceed $500,000 outstanding at any one time;

(E) indemnities of officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries permitted by bylaw or statutory provisions;

(F) maintenance in the ordinary course of business of customary benefit programs or arrangements for officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries, including without limitation vacation plans, health and life insurance plans, deferred compensation plans, retirement or savings plans and similar plans;

(G) registration rights or similar agreements with officers, directors or significant shareholders of the Parent Borrower or any of its Restricted Subsidiaries;

(H) issuance of Equity Interests (other than Disqualified Stock) by the Parent Borrower;

(I) the payment of reasonable and customary regular fees to directors of the Parent Borrower or any of its Restricted Subsidiaries who are not employees of the Parent Borrower or any Affiliate;

(J) [reserved];

(K) time charter, bareboat charter or management agreements, leases, subleases, non-exclusive intellectual property licenses, rights of use or passage related to Vessels or the Real Property Interests between the Parent Borrower or any of its Restricted Subsidiaries and a Joint Venture or a Restricted Subsidiary that is not a Loan Party made on terms generally consistent with terms available in an arms-length transaction with an unrelated third party; and

(L) transactions (i) identified on Schedule 9.06(L) and (ii) any other transaction with an Affiliate that (x) is approved by the Board of Directors and (y) is substantially similar to any transaction described in Schedule 9.06(L).

Section 9.07 Burdensome Restrictions. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Parent Borrower to do any of the following: (a)(i) pay dividends or make any other distributions to the Parent Borrower or any of its Restricted Subsidiaries on its Equity Interests or (ii) pay any Debt owed to the Parent Borrower or any of its Restricted Subsidiaries (it being understood that the priority of any preferred stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to pay dividends or make any other distributions on Equity Interests); (b) make loans or advances to the Parent Borrower or any of its Restricted Subsidiaries or (c) transfer any of its properties or assets to the Parent Borrower or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reason of:

(1) the Exit Second Lien Credit Agreement,

(2) this Agreement and the Security Instruments,

(3) applicable law,

(4) any instrument governing (x) Debt or Equity Interests of a Person acquired by the Parent Borrower or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Debt was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person or the assets of any Person, other than the Person, or the assets of the Person, so acquired, provided that, in the case of Debt, such Debt was permitted by the terms of this Agreement to be incurred and (y) Permitted Acquisition Debt to the extent applicable only to the acquired assets or to assets subject to such Debt,

(5) by reason of customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices,

(6) by reason of customary provisions restricting the transfer of copyrighted or patented materials consistent with industry practice,

(7) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (c) above on the property so acquired,

(8) customary provisions in any agreement (x) creating any Hedging Obligations permitted under this Agreement or (y) governing any Debt incurred pursuant to 9.02(b)(ix), 9.02(b)(x), 9.02(b)(xi) and 9.02(b)(xii) (and, in the case of this clause (y), any provisions in any such agreement expressly required under this Agreement in order for such Debt to be permitted under this Agreement),

(9) Permitted Refinancing Debt with respect to any Debt referred to in clauses (1), (2), (4) and (8)(y) above, provided that the restrictions referred to in this Section 9.07 that are contained in the agreements governing such Permitted Refinancing Debt are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Debt being refinanced,

(10) provisions with respect to the disposition or distribution of assets in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements, or

(11) those contracts, agreements or understandings that will govern Permitted Investments.

Section 9.08 Asset Sales.

(a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale (excluding for all purposes of this Section 9.08 any Event of Loss).

(b) The foregoing clause (a) shall not apply to the consummation by the Parent Borrower or any of its Restricted Subsidiaries of any of the following Asset Sales:

(i) Asset Sales of Stacked Vessels or Vessels that are no longer useful in the business of the Parent Borrower and its Restricted Subsidiaries (as determined in good faith by management of the Parent Borrower (in consultation with the Board of Directors of the Parent Borrower)); provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of any such Asset Sale at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Asset Sale and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Asset Sale shall be in the form of cash or Cash Equivalents;

(ii) Sale Leaseback Transactions for aggregate consideration not to exceed $30,000,000 during the term of this Agreement;provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of any such Sale Leaseback Transaction at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Sale Leaseback Transaction and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Sale Leaseback Transaction shall be in the form of cash or Cash Equivalents; or

(iii) other Asset Sales (other than Stacked Vessels, Vessels no longer useful or Sale Leaseback Transactions) for aggregate consideration not to exceed $20,000,000 in any fiscal year of the Parent Borrower (provided that, unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years); provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of such Asset Sale at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Asset Sale and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Asset Sale shall be in the form of cash or Cash Equivalents.

## ARTICLE X
## Events of Default; Remedies

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrowers shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise; and (other than a payment due on the Maturity Date) such failure is not cured within three (3) Business Days after the applicable due date.

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days.

(c) any representation or warranty made or deemed made pursuant to Section 6.01 by or on behalf of the Parent Borrower, the Co-Borrower or any Guarantor in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material adverse respect when made or deemed made pursuant to Section 6.01 or otherwise.

(d) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in Section 8.04 (with respect to the existence of the Borrowers), Section 8.04(i)(x) (with respect to the applicable Loan Party's status as a citizen of the United States within the meaning of 46 U.S.C. § 50501, eligible and qualified to own and operate vessels in the coastwise trade of the United States) Section 8.07 or Section 8.17 or in Article IX; provided that, in the case of Section 8.04(i)(x), such failure shall continue unremedied for a period of fifteen (15) days.

(e) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b) or Section 10.01(d)) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after the earlier to occur of (i) written notice thereof from the Administrative Agent to the Borrowers (which notice will be given at the written request of the Required Lenders) or (ii) the chief executive officer or the chief financial officer (or a person holding a similar title) of the Parent Borrower, the Co-Borrower or any Guarantor otherwise becoming aware of such default.

(f) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Debt, when and as the same shall become due and payable.

(g) any event or condition occurs that results in any Material Debt becoming due prior to its scheduled maturity or that enables or permits (after the giving of notice, the lapse of time or both) the holder or holders of such Material Debt or any trustee or administrative agent on its or their behalf to cause such Material Debt to become due, or to require the redemption thereof or any offer to redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrowers or any Guarantor being required to make an offer in respect thereof.

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Parent Borrower, the Co-Borrower or any Guarantor or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) the Parent Borrower, the Co-Borrower or any Guarantor shall:

(i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect;

(ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h);

(iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets;

(iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding;

(v) make a general assignment for the benefit of creditors; or

(vi) take any action for the purpose of effecting any of the foregoing.

(j) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (to the extent not covered by independent third party insurance provided by insurers of the highest claims paying rating or financial strength as to which the insurer does not dispute coverage and is not subject to an insolvency proceeding) shall be rendered against the Parent Borrower, the Co-Borrower or any Guarantor or any combination thereof and the same shall remain undischarged (or the Borrowers and the Guarantor shall not have provided for its discharge) for a period of sixty (60) consecutive days during which execution shall not be effectively stayed and, if stayed pending appeal, for such longer period during such appeal while providing such accruals as may be required by GAAP.

(k) any material provision of the Loan Documents, after delivery thereof, shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Parent Borrower, the Co-Borrower or any Guarantor or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any material part of the collateral purported to be covered thereby, (except to the extent permitted by the terms of this Agreement, or the Parent Borrower, the Co-Borrower or any Guarantor shall so state in writing) and such invalidity, lack of binding effect or priority is not cured within thirty (30) days after the earliest to occur of (x) notice from the Administrative Agent (as directed by the Required Lenders) concerning its belief that a material provision is not valid and binding or asserting the lack of priority of a Lien, or (y) the chief executive officer or chief financial officer of the Borrowers otherwise becomes aware that any material provision is not valid and binding or that a Lien lacks the intended priority.

(l) an ERISA Event shall have occurred that, in the reasonable and good faith opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, has resulted in, or could reasonably be expected to result in, liability of the Borrowers and any Guarantor in an aggregate amount that could reasonably be expected to have a Material Adverse Effect.

(m) a Change in Control shall have occurred.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the written request of the Required Lenders, shall, by notice to the Borrowers, take the following actions, at the same or different times: terminate the Commitments, and thereupon the Commitments shall terminate immediately, and declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees, premiums and other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), the principal of the Loans then outstanding, together with accrued interest thereon and all fees, premiums and the other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent (acting at the direction of the Required Lenders) will have all other rights and remedies available under the Loan Documents or at law and equity.

(c) Subject to any applicable intercreditor agreement, all proceeds realized from the liquidation or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied:

(i) first, to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities (including legal fees and expenses) payable to the Administrative Agent in its capacity as such;

(ii) second, pro rata to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities payable to the Lenders (or any of them);

(iii) third, pro rata to payment of accrued interest on the Loans;

(iv) fourth, pro rata to payment of principal outstanding on the Loans;

(v) fifth, pro rata to any other Indebtedness; and

(vi) sixth, any excess, after all of the Indebtedness shall have been indefeasibly paid in full in cash, shall be paid to the Borrowers or as otherwise required by any Governmental Requirement.

## ARTICLE XI
## The Agents

Section 11.01 Appointment; Powers. Each of the Lenders hereby appoints Wilmington Trust as its Administrative Agent and the Collateral Agent (including as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages). Each Lender authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms hereof and the other Loan Documents.

Section 11.02 Duties and Obligations of the Agents. The Agents shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (the use of the term "Administrative Agent", "Collateral Agent" or "Agent" herein and in the other Loan Documents with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, no Agent shall have a duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent Borrower or any of its Subsidiaries that is communicated to or obtained by such Agent or any of its Affiliates in any capacity. The Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to a responsible officer of such Agent by the Parent Borrower, the Co-Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into:

(i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document;

(ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith;

(iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document;

(iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document;

(v) the satisfaction of any condition set forth inArticle VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent or as to those conditions precedent expressly required to be to such Agent's satisfaction;

(vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Parent Borrower and its Subsidiaries or

(vii) any failure by the Parent Borrower, the Co-Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein.

For purposes of determining compliance with the conditions specified in Article VI, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless an Agent shall have received written notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 11.03 Action by Agents. Each Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases each Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability claims, losses, fees and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by an Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then an Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with indemnities satisfactory to it) described in this Section 11.03; *provided,* that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the interests of the Lenders. In no event, however, shall an Agent be required to take any action which exposes such Agent to a risk of personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. If a Default has occurred and is continuing, no Agent shall have any obligation to perform any act in respect thereof. Each Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise such Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith including its own ordinary negligence, except for its own gross negligence or willful misconduct.

The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or with respect to any Benchmark Replacement or Benchmark Replacement Adjustment, including without limitation, whether the composition or characteristics of any such Benchmark Replacement or Benchmark Replacement Adjustment will be similar to, or produce the same value or economic equivalence of, the LIBO Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

Section 11.04 Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon, except in the case of gross negligence or willful misconduct by such Agent and each of the Borrowers, the Guarantors, and the Lenders hereby waives the right to dispute such Agent's record of such statement absent manifest error. The Agent shall be entitled to request written instructions from the Borrower, the Guarantors, the Lenders and the other Loan Parties, and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Agent in accordance with such written direction. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent may deem and treat the payee of any Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof permitted hereunder shall have been filed with such Agent.

Section 11.05 Sub-Agents. Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-Agents appointed by such Agent. Each Agent and any such sub-Agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this Article XI shall apply to any such sub-Agent and to the Related Parties of such Agent and any such sub-Agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

Section 11.06 Resignation or Removal of Agents. Subject to the appointment and acceptance of a successor Agent, including as the case may be, the Collateral Agent, as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages, as provided in this Section 11.06, each Agent may resign at any time by notifying the Lenders and the Borrowers, and such Agent may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation or removal of the retiring Agent, then the retiring Agent may, on behalf of the Lenders and at the expense of the Borrowers, appoint a successor Agent, or an Affiliate of any such Lender as approved by the Required Lenders or if no such successor shall be appointed by the retiring Agent as aforesaid, the Required Lenders shall thereafter perform all of the duties of the retiring Agent hereunder (and the retiring Agent shall be discharged from its duties and obligations hereunder) until such appointment by the Required Lenders is made and accepted. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and

obligations hereunder. The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Agent's resignation hereunder, the provisions of this Article XI and Section 12.03 shall continue in effect for the benefit of such retiring Agent, its sub-Agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent. The institution acting as Collateral Agent shall always also act as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages.

Section 11.07 Agents as Lenders. Each Lender serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such Lender and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Parent Borrower or any of its Subsidiaries or other Affiliates as if it were not an Agent hereunder.

Section 11.08 Funds held by Agents. The Agents shall have no responsibility for interest or income on any funds held by it hereunder and any funds so held shall be held uninvested pending distribution thereof.

Section 11.09 No Reliance. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder. No Agent shall be required to keep itself informed as to the performance or observance by the Parent Borrower or any of its Subsidiaries of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Property or books of the Parent Borrower or its Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrowers (or any of their Affiliates) which may come into the possession of such Agent or any of its Affiliates. Each party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

Section 11.10 Agents May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrowers, the Guarantors or any of their Subsidiaries, each Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether an Agent shall have made any demand on the Borrowers or the Guarantors) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file a proof-of-claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Indebtedness that are owing and unpaid and to file such other documents as may be necessary and directed by the Required Lenders in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under Section 12.03) allowed in such judicial proceeding;

(b) to collect and receive any monies or other Property payable or deliverable on any such claims and to distribute the same; and

(c) and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized and directed by each Lender to make such payments to the Agents and, in the event that the Agents shall consent to the making of such payments directly to the Lenders, to pay to the Agents any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their agents and counsel, and any other amounts due the Agents under Section 12.03.

Nothing contained herein shall be deemed to authorize any Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Indebtedness or the rights of any Lender or to authorize any Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.11 Authority of the Agents to Release Collateral, Liens and Guarantors. Each Lender hereby authorizes the Collateral Agent to release any Collateral that is permitted to be sold or released pursuant to the terms of the Loan Documents and to release any Guarantor that is permitted to be released pursuant to the terms of the Loan Documents. Each Lender hereby authorizes the Collateral Agent to execute and deliver to the Borrowers, at the Borrowers' sole cost and expense, any and all releases of Liens, termination statements, assignments or other documents reasonably requested by the Borrowers in connection with any sale or other disposition (including by Investment) of Property (in each case subject to the following sentence) to the extent such sale or other disposition is authorized by the terms of the Loan Documents and complies with Section 9.14 of the Guaranty and Collateral Agreement, as evidenced in an Officer's Certificate delivered to the Collateral Agent. Notwithstanding the foregoing, it is understood and agreed that the Liens on any Collateral securing the Indebtedness shall not be released upon a sale, transfer, Investment or other disposition of such Collateral (x) to any Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for in Section 8.14(a)(ii)) or (y) if such Collateral is Vessel Collateral, if the transferee is a Restricted Subsidiary of the Parent Borrower; *provided, however,* that in connection with an Approved Vessel Reflagging Transaction or a Foreign Vessel Reflagging Transaction that is permitted under this Agreement, if the Person to whom such Collateral is being transferred grants a new Lien on such Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties that is comparable, in the good faith determination of the Required Lenders, in scope, validity and perfection to the existing Lien, then the Collateral Agent shall release such Collateral. Upon the request of the Borrowers, in connection with any transaction otherwise permitted hereunder, the Administrative Agent and/or the Collateral Agent is authorized to release (i) Collateral that is disposed of (other than to a Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for in Section 8.14(a)(ii)) or Collateral that is owned by a Person that ceases to be

a Restricted Subsidiary of the Parent Borrower and (ii) any Guarantor from its Guaranty Agreement and its obligations thereunder if such Guarantor ceases to be a Restricted Subsidiary of the Parent Borrower; provided that, for the avoidance of doubt, in no event is the Administrative Agent or Collateral Agent authorized to release the Co-Borrower from its obligations under this Agreement other than is permitted under Section 12.02.

Section 11.12 Merger, Conversion or Consolidation of Agents. Any corporation into which the Agents may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Agents shall be a party, or any corporation succeeding to the corporate trust and loan agency business of the Agents, shall be the successor of the Agents hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

## ARTICLE XII
## Miscellaneous

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrowers (or either of them), to it at:

Hornbeck Offshore Services, Inc.
Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: James O. Harp, Jr.,
Executive Vice President and Chief Financial Officer
Email: james.harp@hornbeckoffshore.com

with a copy to:

Hornbeck Offshore Services, Inc.
Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga,
Executive Vice President, General Counsel
and Chief Compliance Officer
Email: samuel.giberga@hornbeckoffshore.com

(ii) if to the Administrative Agent, to it at

Wilmington Trust, National Association
~~Suite 1290, 50 South Sixth Street~~350 Park Avenue, 5th Floor
~~Minneapolis, MN 55402~~ New York, NY 10029
Attention: ~~Nicole Kroll~~Nelson Kercado,
~~Assistant~~ Vice President
Email: ~~nkroll@wilmingtontrust.com~~nkercado@wilmingtontrust.com

(iii) if to Collateral Agent, to it at:

Wilmington Trust, National Association
~~Suite 1290, 50 South Sixth Street~~350 Park Avenue, 5th Floor
~~Minneapolis, MN 55402~~ New York, NY 10029
Attention: ~~Nicole Kroll~~Nelson Kercado,
~~Assistant~~ Vice President
Email: ~~nkroll@wilmingtontrust.com~~nkercado@wilmingtontrust.com

(iv) if to any other Lender, to it at its address (or telecopy number) set forth on its signature page hereto, as the same may be updated from time to time by written notice to the Administrative Agent and the Borrowers.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided,* that the foregoing shall not apply to notices pursuant to Articles II, III, IV and V unless otherwise agreed by the Administrative Agent and the applicable Lender. Notices and other communications to the Borrowers may be delivered or furnished by electronic communications; *provided,* that unless receipt of such electronic communication is acknowledged by the Borrowers, such communication is followed by telephonic and hard copy communication as well. The Administrative Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided,* that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Parent Borrower, the Co-Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any other Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof nor any Security Instrument nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; provided, that no such agreement shall

(i) increase the Commitment of any Lender without the written consent of such Lender,

(ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, or reduce any other Indebtedness hereunder or under any other Loan Document, without the written consent of each Lender affected thereby,

(iii) postpone the scheduled date of payment or prepayment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or any other Indebtedness hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Maturity Date without the written consent of each Lender affected thereby,

(iv) change Section 4.01(b) or Section 4.01(c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender,

(v) release all or substantially all of the collateral or all or substantially all of the value of the guarantees of the Indebtedness made by the Guarantors without the written consent of each Lender,

(vi) change any of the provisions of this Section 12.02(b) or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender, or

(vii) amend or modify this Agreement in any manner that would permit the incurrence, assumption or issuance of (a) any additional Indebtedness hereunder or (b) any additional Debt or Disqualified Stock that is permitted to be secured by all or any portion of the Collateral on a senior or pari passu basis relative to the Liens on such Collateral securing the Indebtedness, in each case of clause (a) and (b), without the consent of each Lender;

*provided, further*, that no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent hereunder or under any other Loan Document without the prior written consent of such Agent. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment or Loans of such Lender may not be increased or extended without the consent of such Lender.

(c) Notwithstanding anything to the contrary contained in this Section 12.02, the Administrative Agent may, with the written consent of the Borrowers and the Required Lenders only, amend, modify or supplement this Agreement or any of the other Loan Documents to correct any clerical errors or cure any ambiguity, omission, mistake, defect or inconsistency so long as such correction is not materially adverse to the Lenders.

~~(c)~~(d) Without limitation of the provisions of the preceding Section 12.02(b), no amendment, waiver or other modification to this Agreement shall, unless signed or otherwise approved by the Borrowers and 2021 Replacement Term Lenders that hold 2021 Delayed Draw Replacement Term Loan Commitments (or by the Administrative Agent with the prior written approval of 2021 Replacement Term Lenders that hold 2021 Delayed Draw Replacement Term Loan Commitments), (i) amend, waive or otherwise modify Sections 2.01(c) or 6.02 or the definitions of the terms used in such Sections insofar as the definitions affect the substance of such Sections or (ii) amend, waive or otherwise modify this Section 12.02(d) or the definitions of the terms used in this Section 12.02(d) insofar as the definitions affect the substance of this Section 12.02(d).

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket fees and expenses incurred by the Agents and the Lenders and their respective Affiliates, including, without limitation, the reasonable and documented fees, charges and disbursements of counsel for the Agents and the Lenders (but limited to one primary counsel for each of (x) the Agents and their respective Affiliates, collectively and (y) the Lenders and their respective Affiliates, collectively, and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person), (ii) all reasonable and documented travel, photocopy, mailing, courier, telephone and other similar expenses, in connection with the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Agents and/or the Lenders as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (iii) all costs, expenses, Taxes, assessments, paralegal services, notary fees, language translation fees and other charges incurred by any Agent or any Lender in connection

with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein, and (iv) all out-of-pocket fees and expenses incurred by any Agent or any Lender, including the fees, charges and disbursements of any counsel for any Agent or any Lender (but limited to one primary counsel for each of (x) the Agents and their respective Affiliates, collectively and (y) the Lenders and their respective Affiliates, collectively, and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)), in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 12.03, and including, without limitation, all such out-of-pocket expenses incurred during any workout or restructuring in respect of such Loans.

(b) THE BORROWERS SHALL, AND SHALL CAUSE THE OTHER LOAN PARTIES TO, JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, FEES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY OTHER LOAN DOCUMENT, (ii) THE FAILURE OF THE PARENT BORROWER OR ANY SUBSIDIARY TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF ANY LOAN PARTY SET FORTH IN ANY OF THE LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH, (iv) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE PARENT BORROWER AND ITS SUBSIDIARIES BY THE PARENT BORROWER AND ITS SUBSIDIARIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) ANY ENVIRONMENTAL LIABILITY ARISING OUT OF THE OPERATIONS OF THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY OF THEIR PROPERTIES, INCLUDING WITHOUT LIMITATION, THE PRESENCE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, USE, TRANSPORT, DISPOSAL, ARRANGEMENT OF DISPOSAL OR TREATMENT OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS MATERIALS ON ANY OF THEIR PROPERTIES, (ix) THE BREACH OR NON-COMPLIANCE BY THE PARENT BORROWER OR ANY SUBSIDIARY WITH ANY

ENVIRONMENTAL LAW APPLICABLE TO THE PARENT BORROWER OR ANY SUBSIDIARY, (x) THE PAST OWNERSHIP BY THE PARENT BORROWER OR ANY SUBSIDIARY OF ANY OF THEIR PROPERTIES OR PAST ACTIVITY ON ANY OF THEIR PROPERTIES WHICH, THOUGH LAWFUL AND FULLY PERMISSIBLE AT THE TIME, COULD RESULT IN PRESENT LIABILITY, (xi) THE PRESENCE, USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS MATERIALS ON OR AT ANY OF THE PROPERTIES OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY, (xii) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE PARENT BORROWER OR ANY SUBSIDIARY, (xiii) ANY OTHER ENVIRONMENTAL, HEALTH OR SAFETY CONDITION IN CONNECTION WITH THE LOAN DOCUMENTS, OR (xiv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; *PROVIDED,* THAT ANY OF THE ABOVE INDEMNITIES SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM (X) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (Y) ANY DISPUTE SOLELY AMONG INDEMNITEES (OTHER THAN ANY CLAIMS AGAINST AN INDEMNITEE IN ITS CAPACITY OR IN FULFILLING ITS ROLE AS AN AGENT OR ARRANGER OR ANY SIMILAR ROLE HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT AND OTHER THAN ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF THE PARENT BORROWER OR ANY OF ITS SUBSIDIARIES). This Section 12.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising out of any non-Tax claim.

(c) To the extent any Agent is not jointly and severally reimbursed and/or indemnified by the Borrowers and/or the other Loan Parties in accordance with the provisions of this Agreement, the Lenders will reimburse and indemnify such Agent, severally and not jointly, in proportion to each Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense of indemnity payment is sought), for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agent in connection with or arising out of any act or omission of such Agent related to its

duties hereunder or under any other Loan Document or the performance thereof or in any way relating to or arising out of this Agreement or any other Loan Document; *provided,* that no Lender, Borrower or other Loan Party shall be liable for any of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). In the case of any investigation, litigation or proceeding giving rise to any claim for indemnification hereunder, this Section 12.03 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person.

(d) To the extent permitted by applicable law, no Loan Party hereto shall assert, and each Loan Party hereto hereby waives, any claim against each other, on any theory of liability, for special, indirect, consequential, incidental or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; *provided,* that the foregoing shall not limit the Borrower's, the Lenders' or the other Loan Parties' indemnification obligations pursuant to Section 12.03(b) to the extent such damages are included in any such claim that is entitled to such indemnification.

(e) All amounts due under this Section 12.03 shall be payable not later than ten (10) days after written demand therefor. ThisSection 12.03 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as expressly permitted by Section 9.04, no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by such Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b)(i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (other than a Disqualified Lender) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments or the Loans at the time owing to it) pursuant to an Assignment and Assumption Agreement substantially in the form of Exhibit G (an "Assignment") with the prior written consent of the Borrowers (which consent shall be deemed to be provided if the Borrowers do not respond to a request for such consent within 10 Business Days after written receipt of request thereof) and the Administrative Agent (in each case, such consent not to be unreasonably withheld); provided that (x) no such consent of the Borrowers shall be required if an Event of Default has occurred and is continuing and (y) no such consent of the Administrative Agent or the Borrowers shall be required if such assignment is to a Lender, an Affiliate of a Lender, an Approved Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment is delivered to the Administrative Agent) shall not be less than $1,000,000, unless the Administrative Agent otherwise consents; provided, that simultaneous assignments to affiliated funds may be aggregated;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment, together with a processing and recordation fee of $3,500; provided, that (x) the Administrative Agent may, elect to waive or reduce such processing and recordation fee in the case of any assignment; provided further, that, such processing and recordation fee shall not be payable to the extent the assignee is an Affiliate of a Lender, an Approved Lender or an Approved Fund and (y) simultaneous assignments to affiliated funds shall be deemed to constitute a single assignment for purposes of the foregoing;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) notwithstanding anything to the contrary herein, no assignments shall be made to (1) a Defaulting Lender or any of its Subsidiaries or Affiliates or (2) the Parent Borrower or any of its Subsidiaries except as permitted by Section 12.04(g).

(iii) Subject to Section 12.04(b)(iv) and the acceptance and recording thereof, from and after the effective date specified in each Assignment the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment, be released from its obligations under this Agreement (and, in the case of an Assignment covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.02, Section 5.03 and Section 12.03 with respect to facts and circumstances occurring prior to the Effective Date). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c).

(iv) The Administrative Agent, acting for this purpose as an administrative agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment delivered to it and a register for the recordation of the names, addresses and telecopy number of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The

entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and applicable required tax forms (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 12.04(b) and any written consent to such assignment required by Section 12.04(b), the Administrative Agent shall accept such Assignment and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register after meeting the requirements provided in this Section 12.04(b). The parties hereto agree and intend that the obligations under this Agreement shall be treated as being in "registered form" for the purposes of the Code (including Code Sections 163(f), 871(h)(2) and 8831(c)(2)), and the Register and Participant Register shall be maintained in accordance with such intention.

(c)(i) Any Lender may, without the consent of the Borrowers or the Administrative Agent, sell participations to one or more Lenders or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided,* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided,* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso to Section 12.02 that affects such Participant. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.03. Subject to Section 12.04(c)(ii), the Borrowers agree that each Participant shall be entitled to the benefits of Sections 5.01, 5.02 and 5.03 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender;*provided,* such Participant agrees to be subject to Section 4.01(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 5.02 or Section 5.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent or to extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant shall not be entitled to the benefits of Section 5.03 unless such Participant agrees to comply with Section 5.03(g) as though it were a Lender (it being understood that the documentation shall be delivered to the participating Lender).

(iii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); *provided,* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including, without limitation, any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; *provided,* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided,* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.07 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender; *provided* that such Participant agrees to be subject toSection 4.01 as though it were a Lender.

(f) Notwithstanding anything in this Agreement to the contrary, in no event shall any Lender or Participant assign any portion of or sell any participations in its rights and obligations under this Agreement to any Disqualified Lender. This prohibition shall be included in any documentation effecting an assignment of any interest herein or in any Loans and any attempted assignment in violation of this provision shall be void ab initio.

(g) Notwithstanding anything in this Agreement to the contrary, any Lender may, at any time, assign all or a portion of its Loans on a non-pro rata basis to the Borrowers in accordance with the procedures set forth on Exhibit L, pursuant to an offer made by the Borrowers available to all Lenders on a pro rata basis (a "Dutch Auction"), subject to the following limitations:

(i) the Borrowers shall represent and warrant, as of the date of the launch of the Dutch Auction and on the date of any such assignment, that neither it, its Affiliates nor any of its respective directors or officers has any Excluded Information that has not been disclosed to the Lenders generally (other than to the extent any such Lender does not wish to receive material non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities) prior to such date;

(ii) immediately and automatically, without any further action on the part of the Borrowers, any Lender, the Administrative Agent or any other Person, upon the effectiveness of such assignment of Loans from a Lender to the Borrowers, such Loans and all rights and obligations as a Lender related thereto shall, for all purposes under this Agreement, the other Loan Documents and otherwise, be deemed to be irrevocably prepaid (provided that the Borrowers shall also pay any applicable premium or call protection), terminated, extinguished, cancelled and of no further force and effect and the Borrowers shall neither obtain nor have any rights as a Lender hereunder or under the other Loan Documents by virtue of such assignment;

(iii) the Borrowers shall not use the proceeds of any Loans for any such assignment; and

(iv) no Event of Default shall have occurred and be continuing before or immediately after giving effect to such assignment.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 3.05, 5.01, 5.02, 5.03 and 12.03 and Article XI shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the resignation or removal of any Agent, the expiration or termination of the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Indebtedness or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any Debtor Relief Law, common law or equitable cause, then to such extent, the Indebtedness so satisfied shall

be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrowers shall take such action as may be reasonably requested by the Administrative Agent (as directed by the Required Lenders) to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

(b) This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the Lenders constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

(c) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the obligations of the Borrowers or such Loan Party now or hereafter existing

under this Agreement or any other Loan Document to such Lender or their respective Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application; provided, that the failure to give such notice shall not affect the validity of such setoff and application.

Section 12.09 GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO ANY LOAN DOCUMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS; PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS UNDER THE LOAN DOCUMENTS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT OR (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH LEGAL ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(c) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR ADMINISTRATIVE AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY

WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (iii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed.

(a) to its and its Affiliates' directors, officers, employees and Administrative Agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential),

(b) to the extent requested by any regulatory authority,

(c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process,

(d) to any other party to this Agreement or any other Loan Document,

(e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder,

(f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Hedging Obligation relating to the Parent Borrower or the Co-Borrower, as applicable, and its obligations,

(g) with the consent of the Borrowers or

(h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrowers.

For the purposes of this Section 12.11, "Information" means all information received from the Parent Borrower or any Subsidiary relating to the Borrowers or any Subsidiary and their businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Parent Borrower or a Subsidiary; *provided,* that in the case of information received from the Parent Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers); and (ii) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans evidenced by the Notes until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12.

Section 12.13 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans hereunder are solely for the benefit of the Borrowers, the Guarantors and, unless expressly stated or referred to herein, no other Person (including, without limitation, any Subsidiary of the Borrowers, any Subsidiary of the Guarantors, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent or any Lender for any reason whatsoever. There are no third party beneficiaries other than the Guarantors or as otherwise expressly stated or referred to herein.

Section 12.14 Electronic Communications.

(a) The Borrowers hereby agree that, unless otherwise requested by the Administrative Agent, each will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement, (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder or (v) initiates or responds to legal process (all such non-excluded information being referred to herein collectively as the "Communications") by transmitting the Communications in an electronic/soft medium (*provided,* such Communications contain any required signatures) in a format acceptable to the Administrative Agent, to such e-mail address designated by the Administrative Agent from time to time. Each of the Agents and the Lenders hereby agrees that, unless otherwise requested by the Borrowers, to the extent such Agent or Lender delivers or furnishes any communication hereunder to the Loan Parties by electronic communications, unless receipt of such electronic communication is acknowledged by the Borrowers, such Agent or Lender will provide such notice or communication by telephone and hard copy communication as well.

(b) Each party hereto agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) (the "Platform"). Nothing in this Section 12.14 shall prejudice the right of the Administrative Agent to make the Communications available to the Lenders in any other manner specified in the Loan Documents.

(c) The Parent Borrower hereby acknowledges that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrowers or their securities) (each, a "Public Lender"). The Parent Borrower hereby agrees that (i) Communications that may not be made available to Public Lenders shall be clearly and conspicuously marked "PRIVATE" which, at a minimum, shall mean that the word "PRIVATE" shall appear prominently on the first page thereof, (ii) by not marking Communications "PRIVATE," the Parent Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Communications as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Parent Borrower or its securities for purposes of United States federal and state securities laws, (iii) all Communications not marked "PRIVATE" are permitted to be made available through a portion of the Platform designated "Public Lender," and (iv) the Administrative Agent shall be entitled to treat any Communications that are marked "PRIVATE" as being suitable only for posting on a portion of the Platform not designated "Public Lender."

(d) Each Lender agrees that e-mail notice to it (at the address provided pursuant to the next sentence and deemed delivered as provided in the next paragraph) specifying that Communications have been posted to the Platform shall constitute effective delivery of such Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time to ensure that the Administrative Agent has on record an effective e-mail address for such Lender to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(e) Each party hereto agrees that any electronic communication referred to in this Section 12.14 shall be deemed delivered upon the posting of a record of such communication (properly addressed to such party at the e-mail address provided to the Administrative Agent) as "sent" in the e-mail system of the sending party or, in the case of any such communication to the Administrative Agent, upon the posting of a record of such communication as "received" in the e-mail system of the Administrative Agent; *provided,* that if such communication is not so received by the Administrative Agent during the normal business hours of the Administrative Agent, such communication shall be deemed delivered at the opening of business on the next Business Day for the Administrative Agent.

(f) Each party hereto acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Communications and the Platform are provided "as is" and "as available," (iii) none of the Administrative Agents, their affiliates nor any of their respective officers, directors, employees, Administrative Agents, advisors or representatives (collectively, the "Administrative Agent Parties") warrants the adequacy, accuracy or completeness of the Communications or the Platform, and each Administrative Agent Party expressly disclaims liability for errors or omissions in any Communications or the Platform, and (iv) no warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Administrative Agent Party in connection with any Communications or the Platform.

Section 12.15 USA Patriot Act Notice. Each Lender and the Administrative Agent hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of each of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the USA PATRIOT Act. The Borrowers hereby each agree that it will provide each Lender and the Administrative Agent with such information as they may request in order to satisfy the requirement of the USA PATRIOT Act.

Section 12.16 Acknowledgement and Consent to Bail-In Action. Notwithstanding any other term of any Loan Document or any other agreement, arrangement or understanding between the parties hereto, each party hereto acknowledges and accepts any liability of any Affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution;

(b) the effects of any Bail-In Action in relation to any such liability, including, if applicable (i) a reduction, in full or in part, or cancellation of any such liability; (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under any Loan Document; and (iii) a variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 12.17 Intercreditor Agreements. Each Lender hereunder authorizes and instructs the Agents to enter into with respect to any Debt permitted hereunder which is expressly permitted to be secured by a Lien on the Collateral that is junior to the Liens securing the Indebtedness, any Acceptable Junior Lien Intercreditor Agreement as and when contemplated hereunder (including any and all amendments, amendments and restatements, modifications, supplements and acknowledgements thereto permitted hereby from time to time). The Agents and the Lenders hereby acknowledge and agree to be bound by all such provisions to the extent in effect. Notwithstanding anything herein to the contrary, each Lender, the Administrative Agent and the Collateral Agent acknowledges that the Lien and security interest granted to the Collateral Agent pursuant to the Security Instruments and the exercise of any right or remedy by the Administrative Agent and/or the Collateral Agent thereunder, are subject to the provisions of any Acceptable Junior Lien Intercreditor Agreement to the extent in effect. In the event of a conflict or any inconsistency between the terms of any Acceptable Junior Lien Intercreditor Agreement, on the one hand, and the Security Instruments, on the other, the terms of the applicable Acceptable Junior Lien Intercreditor Agreement shall prevail to the extent then in effect.

Section 12.18 Force Majeure. In no event shall the Agents be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, public emergencies, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the Agents shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 12.19 Joint and Several Liability; Etc.

(a) The Borrowers shall have joint and several liability in respect of all Indebtedness hereunder without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Lenders, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Indebtedness of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other person at any time of any right or remedy against the Borrowers or against any other person which may be or become liable in respect of all or any part of the Indebtedness or against any Collateral or guarantee therefor or right of offset with respect thereto. The Borrowers hereby acknowledge that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered a Borrowing Request) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the Loans made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of such Loans, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other Loan Document or any other agreement or instrument referred to herein or against any other person under any other guarantee of, or security for, any of such amounts owing hereunder.

(b) Without in any way affecting or limiting Section 12.19(a), (x) the Co-Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Parent Borrower on behalf of the Co-Borrower, and any such action so taken by the Parent Borrower shall be binding on the Co-Borrower and (y) the Parent Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Co-Borrower on behalf of the Parent Borrower, and any such action so taken by the Co-Borrower shall be binding on the Parent Borrower.

**[SIGNATURES BEGIN NEXT PAGE]**

The parties hereto have caused this First Lien Credit Agreement to be duly executed as of the day and year first above written.

PARENT BORROWER: HORNBECK OFFSHORE SERVICES, INC.

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

CO-BORROWER: HORNBECK OFFSHORE SERVICES, LLC

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

ADMINISTRATIVE AGENT: WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

COLLATERAL AGENT: WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

LENDER: WHITEBOX CAJA BLANCA FUND, LP,

By: Whitebox Caja Blanca GP LP, its general manager

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX RELATIVE VALUE PARTNERS, L.P.**

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX GT FUND, LP**

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX MULTI-STRATEGY PARTNERS, L.P.**

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**PANDORA SELECT PARTNERS, L.P.**

By: Whitebox Advisors LLC, its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**1992 CO-INVEST SERIES 1-A, L.L.C.**

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P.**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV, L.P.**

By: Highbridge Capital Management, LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**ASSF IV AIV B, L.P.,** as a Lender

By: Ares Management IV, L.P., its general partner

By: Ares Management IV GP LLC, its general partner

By: /s/ Aaron Rose
Name: Aaron Rosen
Title: Authorized Signatory

**ASOF HOLDINGS I, L.P.,** as a Lender

By: ASOF Investment Management LLC, its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**SA REAL ASSETS 19 LIMITED,** as a Lender

By: Ares Management LLC, its investment manager

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**ARES CREDIT STRATEGIES INSURANCE DEDICATED FUND SERIES INTERESTS OF SALI MULTI-SERIES FUND, L.P.,** as a Lender

By: Ares Management LLC, its investment subadvisor

By: Ares Capital Management LLC, as subadvisor

By: /s/ Greg Margolies
Name: Greg Margolies
Title: Authorized Signatory

**ATHILON CAPITAL CORP. LLC**, as a Lender

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Signatory

**MERCED PARTNERS LIMITED PARTNERSHIP**, as a Lender

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Signatory

**MERCED PARTNERS V, L.P.**, as a Lender

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Authorized Signatory

**WFF CAYMAN II LTD.**, as a Lender

By: Wolverine Asset Management, LLC, its investment manager

By: /s/ Kenneth L. Nadel
Name: Kenneth L. Nadel
Title: Authorized Signatory

**Exhibit 10.13**

**FIRST AMENDMENT TO RESTATED FIRST LIEN CREDIT AGREEMENT**

This FIRST AMENDMENT TO RESTATED FIRST LIEN CREDIT AGREEMENT (this "**First Amendment**"), dated as of June 6, 2022, is made by and among Hornbeck Offshore Services, Inc., a Delaware corporation ("**HOSI**" or the "**Parent Borrower**"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("**HOS**" or the "**Co-Borrower**"); and the Parent Borrower together with the Co-Borrower, collectively, the "**Borrowers**" and each, a "**Borrower**"; each of the Lenders party hereto; Wilmington Trust, National Association as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Administrative Agent**"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Collateral Agent**"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Existing Restated First Lien Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Parent Borrower, the Co-Borrower, the lenders party thereto from time to time, the Administrative Agent and the Collateral Agent are party to that certain First Lien Term Loan Credit Agreement, dated as of September 4, 2020 as amended and restated on December 22, 2021, and as amended, supplemented, waived or otherwise modified from time to time prior to the First Amendment Effective Date referred to below, the "**Existing Restated First Lien Credit Agreement**" and, as amended by this First Amendment, the "**Amended Restated First Lien Credit Agreement**");

WHEREAS, the Parent Borrower, the Co-Borrower, the Administrative Agent and the Lenders party hereto (which for the avoidance of doubt constitute Required Lenders) desire to make certain changes to the Existing Restated First Lien Credit Agreement on the First Amendment Effective Date, in each case on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Amendment to Credit Agreement.

(a) Clause (i) of the definition of "Approved Vessel Reflagging Transaction" in Section 1.02 of the Existing Restated First Lien Credit Agreement is hereby amended and restated to add the words shown in underline below:

*(i) "no loan party shall be permitted to change the flag or documentation or registration of any Effective Date US.S. Flagged Vessel that is an MPSV, unless listed on Schedule 8.11(b);"*

(b) Clause (ii) of the definition of "Approved Vessel Reflagging Transaction" in Section 1.02 of the Existing Restated First Lien Credit Agreement is hereby amended and restated to remove the words stricken and add the words shown in underline below:

*(ii) "other than in the case of Effective Date Low Spec Specified Vessels, no more than ~~three (3)~~ five (5) Effective Date U.S. flagged vessels may have their flag or documentation or registration changed if the result thereof is that such Effective Date U.S. Flagged Vessel is no longer flagged under the laws of the United States.*

(c) "Vessel Reflagging Transaction Information" is hereby amended and restated to add either the HOS Strongline or the HOS Centerline (but not both) in accordance with the redline attached hereto as **Exhibit A**.

SECTION 2. Representations of the Borrowers. Each Borrower hereby represents and warrants to the other parties hereto as of the First Amendment Effective Date that:

(a) the execution, delivery and performance by it of this First Amendment (x) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of this First Amendment or the consummation of the transactions contemplated hereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required by this First Amendment and (y) does not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents);

(b) it has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to enter into this First Amendment and the execution, delivery and performance by it of this First Amendment, has been duly authorized by all necessary organizational action by it;

(c) each Borrower has duly executed and delivered this First Amendment, and this First Amendment, the Existing Restated First Lien Credit Agreement and each other Loan Document to which it is a party constitutes the legally valid and binding obligations of it, enforceable against it in accordance with its terms, subject to applicable Bankruptcy Law, laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. Conditions of Effectiveness. The effectiveness of this First Amendment on the First Amendment Effective Date is subject to the satisfaction (or waiver in accordance with Section 12.02(a) of the Existing Restated First Lien Credit Agreement) of the following conditions:

(a) the Administrative Agent (or its counsel) shall have received (i) from Lenders constituting Required Lenders and (ii) from the Borrowers, either (x) a counterpart of this First Amendment signed on behalf of such party or (y) written evidence reasonably satisfactory to the Administrative Agent (which may include delivery of a signed signature page of this First Amendment by facsimile or other means of electronic transmission (e.g., "pdf")) that such party has signed a counterpart of this First Amendment (the date of such satisfaction or waiver, the "**First Amendment Effective Date**").

SECTION 4. Reference to and Effect on the Loan Documents.

(a) On and after the First Amendment Effective Date, each reference in the Existing Restated First Lien Credit Agreement to "hereunder", "hereof", "Agreement", "this First Amendment" or words of like import and each reference in the other Loan Documents to "Credit Agreement", "First Lien Credit Agreement", "thereunder", "thereof" or words of like import shall, unless the context otherwise requires, mean and be a reference to the Existing Restated First Lien Credit Agreement as amended on the First Amendment Effective Date. From and after the First Amendment Effective Date, this First Amendment shall be a Loan Document under the Existing Restated First Lien Credit Agreement.

(b) The Security Instruments and each other Loan Document, as specifically amended by this First Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed, and the respective guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Security Instruments, notwithstanding the consummation of the transactions contemplated hereby, shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties under the Existing Restated First Lien Credit Agreement. Without limiting the generality of the foregoing, the Security Instruments and all of the Collateral described therein do and shall continue to secure the payment of all Indebtedness of the Loan Parties under the Loan Documents, in each case, as amended by this First Amendment.

(c) The execution, delivery and effectiveness of this First Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 5. Execution in Counterparts; Electronic Signature. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this First Amendment shall be effective as delivery of an original executed counterpart of this First Amendment, and the words "execution," "execute", "signed," "signature," and words of like import in or related to this First Amendment shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lenders party hereto or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Amendments; Headings; Severability. This First Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by the Borrowers or Administrative Agent and the Lenders party hereto. The Section headings used herein are for convenience of reference only, are not part of this First Amendment and are not to affect the construction of, or to be taken into consideration in interpreting this First Amendment. Any provision of this First Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. Governing Law; Etc.

(a) THIS FIRST AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST AMENDMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 12.09 OF THE EXISTING RESTATED FIRST LIEN CREDIT AGREEMENT AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN MUTATIS MUTANDIS.

SECTION 8. No Novation. This First Amendment shall not discharge or release the Lien or priority of any Security Instrument or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the instruments securing the Existing First Lien Credit Agreement or the Existing Restated First Lien Credit Agreement, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith and except to the extent repaid as provided herein. Nothing implied in this First Amendment or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a guarantor or pledgor under any of the Loan Documents.

SECTION 9. Notices. All notices hereunder shall be given in accordance with the provisions of Section 12.01 of the Existing Restated First Lien Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**PARENT BORROWER**:

HORNBECK OFFSHORE SERVICES, INC.

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

**CO-BORROWER**:

HORNBECK OFFSHORE SERVICES, LLC

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent, Collateral Agent and Debt Representative

By: /s/ Nelson Kercado
Name: Nelson Kercado
Title: Vice President

**REQUIRED LENDERS:**

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P.**, as a 2021 Replacement Term Lender

By: Highbridge Capital Management LLC, as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**ASOF HOLDINGS II, L.P.**, as a 2021 Replacement Term Lender

By: ASOF Investment Management LLC, its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B, L.P.**, as a 2021 Replacement Term Lender

By: ASSF Management IV, L.P., its general partner
By: ASSF Management IV GP LLC, its general Partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**WHITEBOX KFA ADVAVANTAGE LLC**
as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**WHITEBOX GT FUND, LP**, as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**WHITEBOX MULTI-STRATEGY PARTNERS, LP,** as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**WHITEBOX RELATIVE VALUE PARTNERS, LP,** as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**PANDORA SELECT PARTNERS, LP**, as a 2021 Replacement Term Lender

By: Whitebox Advisors LLC, its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**EXHIBIT A TO**
**FIRST AMENDMENT TO RESTATED FIRST LIEN CREDIT AGREEMENT**

**SCHEDULE 8.11(b)**

**VESSEL REFLAGGING TRANSACTION INFORMATION**

| U.S. FLAGGED VESSEL NAME | CLASS | CATEGORY | VALUE | EFFECTIVE DATE LOW SPEC SPECIFIED VESSELS |
|---|---|---|---|---|
| HOS Super H | 200 Class | Low-Spec OSV | $ 570,000 | Yes |
| HOS Explorer | 200 Class | Low-Spec OSV | $ 520,000 | Yes |
| HOS Voyager | 200 Class | Low-Spec OSV | $ 460,000 | Yes |
| HOS Pioneer | 200 Class | Low-Spec OSV | $ 670,000 | Yes |
| HOS Beaufort | 200 Class | Low-Spec OSV | $ 830,000 | Yes |
| HOS Douglas | 200 Class | Low-Spec OSV | $1,010,000 | Yes |
| HOS Nome | 200 Class | Low-Spec OSV | $1,030,000 | Yes |
| HOS Cornerstone | 240 Class | Low-Spec OSV | $ 980,000 | Yes |
| HOS Innovator | 240 Class | Low-Spec OSV | $1,230,000 | Yes |
| HOS Dominator | 240 Class | Low-Spec OSV | $1,440,000 | Yes |
| HOS Beignet | 240 Class | Hi-Spec OSV | $1,280,000 | Yes |
| HOS Boudin | 240 Class | Hi-Spec OSV | $1,140,000 | Yes |
| HOS Bourre | 240 Class | Hi-Spec OSV | $1,000,000 | Yes |
| HOS Coquille | 240 Class | Hi-Spec OSV | $1,090,000 | Yes |
| HOS Cayenne | 240 Class | Hi-Spec OSV | $ 920,000 | Yes |
| HOS Chicory | 240 Class | Hi-Spec OSV | $1,100,000 | Yes |
| HOS Bluewater | 240ED Class | Hi-Spec OSV | $2,070,000 | No |
| HOS Gemstone | 240ED Class | Hi-Spec OSV | $2,150,000 | No |
| HOS Greystone | 240ED Class | Hi-Spec OSV | $2,240,000 | No |
| HOS Silverstar | 240ED Class | Hi-Spec OSV | $2,370,000 | No |
| HOS Polestar | 240ED Class | Hi-Spec OSV | $4,640,000 | No |
| HOS Shooting Star | 240ED Class | Hi-Spec OSV | $4,630,000 | No |

| | | | | |
|---|---|---|---|---|
| HOS North Star | 240ED Class | Hi-Spec OSV | $ 4,880,000 | No |
| HOS Lode Star | 240ED Class | Hi-Spec OSV | $ 4,960,000 | No |
| HOS Resolution | 250EDF Class | Hi-Spec OSV | $ 4,920,000 | No |
| HOS Mystique | 250EDF Class | Hi-Spec OSV | $ 16,460,000 | No |
| HOS Pinnacle | 250EDF Class | Hi-Spec OSV | $ 5,840,000 | No |
| HOS Windancer | 250EDF Class | Hi-Spec OSV | $ 6,000,000 | No |
| HOS Wildwing | 250EDF Class | Hi-Spec OSV | $ 6,240,000 | No |
| HOS Brimstone | 265 Class | Hi-Spec OSV | $ 2,120,000 | No |
| HOS Stormridge | 265 Class | Hi-Spec OSV | $ 2,180,000 | No |
| HOS Sandstorm, | 265 Class | Hi-Spec OSV | $ 2,230,000 | No |
| HOS Red Dawn | 300 Class | Ultra Hi-Spec OSV | $ 16,390,000 | No |
| HOS Red Rock | 300 Class | Ultra Hi-Spec OSV | $ 18,470,000 | No |
| HOS Black Foot | 310 Class | Ultra Hi-Spec OSV | $ 22,690,000 | No |
| HOS Black Rock | 310 Class | Ultra Hi-Spec OSV | $ 23,030,000 | No |
| HOS Black Watch | 310 Class | Ultra Hi-Spec OSV | $ 23,520,000 | No |
| HOS Briarwood | 310 Class | Ultra Hi-Spec OSV | $ 23,020,000 | No |
| HOS Commander | 320 Class | Ultra Hi-Spec OSV | $ 20,930,000 | No |
| HOS Carolina | 320 Class | Ultra Hi-Spec OSV | $ 21,750,000 | No |
| HOS Claymore | 320 Class | Ultra Hi-Spec OSV | $ 21,730,000 | No |
| HOS Captain | 320 Class | Ultra Hi-Spec OSV | $ 22,890,000 | No |
| HOS Clearview | 320 Class | Ultra Hi-Spec OSV | $ 23,380,000 | No |
| HOS Crockett | 320 Class | Ultra Hi-Spec OSV | $ 23,800,000 | No |
| HOS Caledonia | 320 Class | Ultra Hi-Spec OSV | $ 24,370,000 | No |
| HOS Cedar Ridge | 320 Class | Ultra Hi-Spec OSV | $ 25,860,000 | No |
| HOS Carousel | 320 Class | Ultra Hi-Spec OSV | $ 25,170,000 | No |
| Either the HOS Strongline or HOS Centerline (but not both) | 370 Class | MPSV | $ 21,520,000 | No |

**Exhibit 10.14**

**Execution Version**

**INTEREST RATE INDEX REPLACEMENT AGREEMENT AND SECOND AMENDMENT TO FIRST LIEN CREDIT AGREEMENT**

This INTEREST RATE INDEX REPLACEMENT AGREEMENT AND SECOND AMENDMENT TO FIRST LIEN CREDIT AGREEMENT (this "Second Amendment"), executed on the date set forth below, to be effective as of the 20th day of July, 2023 ("Effective Date"), and is between **HORNBECK OFFSHORE SERVICES, INC.,** a Delaware corporation ("HOSI" or the "Parent Borrower"); **HORNBECK OFFSHORE SERVICES, LLC**, a Delaware limited liability company ("HOS" or the "Co-Borrower"; and the Parent Borrower together with the Co-Borrower, collectively, the "Borrowers" and each, a "Borrower"); each of the Lenders from time to time party hereto; **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"); and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

RECITALS:

A. Borrowers, Administrative Agent, Collateral Agent and Lenders are parties to that certain Amendment No. 1 to First Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement, dated December 22, 2021, pursuant to which the parties thereto amended and restated the First Lien Credit Agreement and entered into that certain Amended and Restated First Lien Term Loan Credit Agreement dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, prior to the Effective Date of the Second Amendment, the "Existing Credit Agreement" and, as amended by this Second Amendment, the "Credit Agreement").

B. One of the two adjustable interest rate indexes applicable to the Borrowings, a Eurodollar Borrowing, is LIBO Rate based and the other, an ABR or Alternate Base Rate Borrowing, has a LIBO Rate based component.

C. Effective June 30, 2023 it became no longer possible for the Administrative Agent to get reliable quotations for LIBO Rate.

D. It is the intent of the Borrowers, Administrative Agent and the Required Lenders to change the adjustable interest rate indexes used to determine the interest rate applicable to the Borrowings evidenced by the Existing Credit Agreement from a LIBO Rate based index to a SOFR based index.

E. Accordingly, the Borrowers, Administrative Agent and the Required Lenders enter into this Second Amendment (i) to acknowledge and agree that a Benchmark Transition Event has occurred in accordance with the provisions of Sections 3.03 and 12.02 of the Existing Credit Agreement, (ii) to document the implementation of a SOFR based index as the Benchmark Replacement, and (iii) to make the other amendments to the Existing Credit Agreement as set forth herein.

Borrowers, Required Lenders and Administrative Agent acknowledge that the terms of this Second Amendment constitute an amendment and modification of, and not a novation of, the Credit Agreement.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions set forth herein, the Borrowers, Required Lenders and Administrative Agent hereto agree as follows:

ARTICLE I

Definitions

Section 1.1 Definitions. Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Credit Agreement.

Section 1.2 Controlling Document. In the event any terms and provisions in the Loan Documents conflict with the terms and provisions hereof, the terms and provisions of this Second Amendment shall control.

ARTICLE II

Amendments

Section 2.1 Amendment to Section 1.02 of the Credit Agreement. Effective as of the Effective Date, the definitions for the following defined terms set forth in Section 1.02 of the Credit Agreement are hereby amended and restated as follows:

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) the Adjusted Term SOFR for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Rate or the Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or the Adjusted Term SOFR, respectively. Notwithstanding the foregoing, the Alternate Base Rate shall never be less than 2.00%.

"Applicable Interest Rate" means, for any day,

(a) solely with respect to the Initial Term Loans, (i) from the Effective Date until the day immediately preceding the third anniversary thereof, with respect to any ABR Loan, 8.50%, and with respect to any SOFR Loan, 9.50%, and (ii) from the third anniversary of the Effective Date and thereafter, with respect to any ABR Loan, 10.00%, and with respect to any SOFR Loan, 11.00%; and

(b) solely with respect to the 2021 Replacement Term Loans and the 2021 Replacement Delayed Draw Term Loans, with respect to any ABR Loan, 6.50%, and with respect to any SOFR Loan, 7.50%.

"Borrowing" means Loans of the same Type, made, converted or continued on the same date and, in the case of SOFR Loans, as to which a single Interest Period is in effect.

"Business Day" means any day that is not a Saturday, Sunday or other day that is a legal holiday under the laws of the State of New York or a day on which banking institutions in such state are authorized or required by law to close.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each calendar month and (b) with respect to any SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a SOFR Borrowing with an Interest Period of more than one month's duration, each day prior to the last day of such Interest Period that occurs at intervals of one month's duration after the first day of such Interest Period.

"Interest Period" means with respect to any SOFR Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrowers may elect; provided, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day; (b) any Interest Period pertaining to a SOFR Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period; (c) no Interest Period for a Borrowing may end after the Maturity Date; and (d) the last Interest Period may be such shorter period as to end on the Maturity Date. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Loan Documents" means this Agreement, the First Amendment, the Second Amendment, the Notes, Fee Letters, the Security Instruments and each Acceptable Junior Lien Intercreditor Agreement.

"Type" when used in reference to any Loan or Borrowing made after the Effective Date of the Second Amendment, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Alternate Base Rate or the Adjusted Term SOFR.

Section 2.2 Amendment to Section 1.02 of the Credit Agreement. Effective as of the Effective Date, definitions for the following defined terms are hereby added to Section 1.02 of the Credit Agreement:

"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjuster; provided that if Adjusted Term SOFR as so determined shall ever be less than 1.00%, then Adjusted Term SOFR shall be deemed to be 1.00%.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.03(e).

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.03(b).

"Benchmark Replacement" has the meaning assigned to such term in Section 3.03.

"Benchmark Replacement Adjustment" has the meaning assigned to such term in Section 3.03.

"Benchmark Replacement Conforming Changes" has the meaning assigned to such term in Section 3.03.

"Benchmark Replacement Date" has the meaning assigned to such term in Section 3.03.

"Benchmark Transition Event" has the meaning assigned to such term in Section 3.03.

"Benchmark Transition Start Date" has the meaning assigned to such term in Section 3.03.

"Benchmark Unavailability Period" has the meaning assigned to such term in Section 3.03.

"Effective Date of the Second Amendment" has the meaning given to the term "Effective Date" in the Second Amendment.

"Second Amendment" means the Interest Rate Replacement Agreement and Second Amendment of First Len Credit Agreement among Parent Borrower; the Co-Borrower; the Lenders party thereto, the Administrative Agent and the Collateral Agent.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Borrowing" when use in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR, other than pursuant to clause (c) of the definition of "Alternate Base Rate".

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an ABR Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "ABR Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such ABR SOFR Determination Day.

"Term SOFR Adjuster" means as to (i) a one month period, 0.11% (eleven basis points), (ii) a three month period, 0.26% (twenty-six basis points) or (iii) a six month period, 0.43% (forty-three basis points), as applicable.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Unadjusted Benchmark Replacement" has the meaning assigned to such term in Section 3.03.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Section 2.3 Amendment to Section 1.02 of the Credit Agreement. Effective as of the Effective Date, definitions for the following defined terms are hereby deleted from Section 1.02 of the Credit Agreement: "Adjusted LIBO Rate", "EU Bail-In Legislation Schedule", "Eurodollar", "LIBO Rate", and "Statutory Reserve Rate".

Section 2.4 Types of Loans and Borrowings. Effective as of the Effective Date, Section 1.03 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Section 1.03 Types of Loans and Borrowings. For the purposes of this Agreement, Loans and Borrowings, respectively, may be classified and referred to by Class and/or Type (e.g., a "SOFR Loan", "SOFR Borrowing", a "2021 Replacement Term Loan" or "2021 Replacement Term Loan Borrowing").

Section 2.5 Amendment to Section 2.03(b) and Section 2.03(d) to the Credit Agreement. Effective as of the Effective Date, Section 2.03(b) and Section 2.03(d) of the Credit Agreement are amended and restated in their entirety to read as follows:

(b) Types of Loans. Subject to Section 3.03, each Borrowing occurring after the Effective Date of the Second Amendment made shall be comprised entirely of ABR Loans or SOFR Loans as the Borrowers may request in accordance herewith. Each Lender at its option may make any SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement and such domestic or foreign branch or Affiliate will be subject to the requirements under Section 5.03(g).

(d) Requests for Borrowings. To request a Borrowing, the Borrowers shall deliver to the Administrative Agent, for distribution to the Lenders, a written Borrowing Request in substantially the form of Exhibit B-1 and signed by the Borrowers (A) in the case of a SOFR Borrowing, not later than 12:00 p.m., Eastern time, three U.S. Government Securities Business Days before the date of the proposed Borrowing (or such later date as agreed to by the Administrative Agent) or (B) in the case of an ABR Borrowing, not later than 12:00 p.m., Eastern time, three Business Days before the date of the proposed Borrowing (or such later date as agreed to by the Administrative Agent).

Section 2.6 Amendment to Section 2.04 Interest Elections of the Credit Agreement. Effective as of the Effective Date, Section 2.04 of the Credit Agreement is hereby amended (x) by deleting all references to "Eurodollar Borrowing" and replacing all such references with "SOFR Borrowing" and (y) by deleting in clause (a) the reference to "Eurodollar Loan" and replacing such reference with "SOFR Loan".

Section 2.7 Amendment to Section 2.07(v) to the Credit Agreement. Effective as of the Effective Date, Section 2.07(v) of the Credit Agreement is hereby amended by deleting the reference to "Eurodollar Loan" and replacing such reference with "SOFR Loan".

Section 2.8 Amendment to Section 3.02(b), Section 3.02(d) and 3.02(e) to the Credit Agreement. Effective as of the Effective Date, Section 3.02(b); Section 3.02(d) and 3.02(e) of the Credit Agreement are hereby amended and restated in their entirety to read as follows:

(b) SOFR Loans. The Loans comprising each SOFR Borrowing shall bear interest at a rate per annum equal to Adjusted Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Interest Rate, but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Maturity Date applicable to such Loan and shall be payable entirely in cash; provided that (i) interest accrued pursuant to Section 3.02(c) shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than an optional prepayment of an ABR Loan prior to the Maturity Date), accrued interest on the principal amount repaid or prepaid shall be payable in cash on the date of such repayment or prepayment, and (iii) in the event of any conversion of any SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Adjusted Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error, and be binding upon the parties hereto.

Section 2.9 Replacement of Section 3.03 of the Credit Agreement. Effective as of the Effective Date, Section 3.03 of the Credit Agreement is hereby amended and restated in its entirety as follows:

Section 3.03 Inability to Determine Rates; Benchmark Replacement Setting.

(a) Inability to Determine Rates. Subject to clauses (b) through (f) of this Section 3.03, if, on or prior to the first day of any Interest Period for any SOFR Loan:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining "Adjusted Term SOFR" for such Interest Period, or

(ii) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Adjusted Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent,

then, in each case, the Administrative Agent will promptly so notify the Borrower and each Lender.

Upon notice thereof by the Administrative Agent to the Parent Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert ABR Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (b), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 5.02. Subject to clauses (b) through (f) of this Section 3.03, if the

Administrative Agent determines (which determination shall be conclusive absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate" until the Administrative Agent revokes such determination.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrowers may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all affected Lenders and the Borrowers so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.03(b) will occur prior to the applicable Benchmark Transition Start Date.

(c) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent (acting at the direction of the Required Lenders) will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document (and the Lenders hereby (i) authorize and direct the Administrative Agent to make any Benchmark Replacement Conforming Changes (and to enter into any modifications to the Credit Agreement or Loan Documents implementing such Benchmark Replacement Conforming Changes) that have been consented or agreed to by the Required Lenders, or in respect of which the Administrative Agent has received a direction from the Required Lenders to implement and (ii) acknowledge and agree that the Administrative Agent shall be entitled to all of the exculpations, protection and indemnifications provided for in this Agreement in favor of the Administrative Agent in implementing any Benchmark Replacement Conforming Changes (or in entering into any modifications to the Credit Agreement or the other Loan Documents implementing the same) that have been consented or agreed to by the Required Lenders, or in respect of which the Administrative Agent has received a direction from the Required Lenders to implement), any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.03(e) and (y) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.03, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.03.

(e) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, (i) the Parent Borrower may revoke any request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Parent Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans and (ii) any outstanding affected SOFR Loans will be deemed to have been converted to ABR Loans at the end of the applicable Interest Period. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

(a) Certain Defined Terms. As used in this Section 3.03 and elsewhere in this Agreement:

"Benchmark Replacement" means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent, the Required Lenders, and the Parent Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate of interest as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement; provided further that any such Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent, the Required Lenders and the Parent Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time, provided that any such Benchmark Replacement Adjustment shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

"Benchmark Replacement Conforming Changes" means, with respect to either the use or administration of Adjusted Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," "Business Day," the definition of "U.S. Government Securities Business Day," the definition of the definition of "Interest Period," or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 5.02 and other technical, and other administrative or operational matters) that the Administrative Agent and the Required Lenders decide in their reasonable

discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent and the Required Lenders determine that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent and the Required Lenders decide is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which all Available Tenors of such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Start Date" means, in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

"Benchmark Unavailability Period" means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 3.03 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 3.03.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Unadjusted Benchmark Replacement" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

Section 2.10 Amendment to Section 3.04(b) to the Credit Agreement. Effective as of the Effective Date, Section 3.04(b) of the Credit Agreement is hereby amended by deleting the reference to "Eurodollar Borrowing" and replacing such reference with "SOFR Borrowing".

Section 2.11 Amendment to Section 5.02 to the Credit Agreement. Effective as of the Effective Date, Section 5.02 is hereby amended and restated in its entirety as follows:

Section 5.02 Break Funding Payments. In the event of (a) the payment of any principal of any SOFR Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any SOFR Loan into an ABR Loan other than on the last day of the Interest Period applicable thereto, or (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrowers shall compensate each Lender requesting a reimbursement for the loss, cost and expense attributable to such event.

A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to thisSection 5.02 shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

Section 2.12 Amendment to Section 5.05 to the Credit Agreement. Effective as of the Effective Date, Section 5.05 of the Credit Agreement is hereby amended and restated in its entirety as follows:

Section 5.05 Illegality. Notwithstanding any other provision of this Agreement, in the event that it becomes unlawful for any Lender or its applicable lending office to honor its obligation to make or maintain Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest based upon SOFR, the

Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then (a) such Lender shall promptly notify the Borrowers and the Administrative Agent thereof and such Lender's obligation to make such SOFR Loans shall be suspended (the "Affected Loans") until such time as such Lender may again make and maintain such SOFR Loans and (b) all Affected Loans which would otherwise be made by such Lender shall be made instead as ABR Loans (and, if such Lender so requests by notice to the Borrowers and the Administrative Agent, all Affected Loans of such Lender then outstanding shall be automatically converted into ABR Loans on the date specified by such Lender in such notice) and, to the extent that Affected Loans are so made as (or converted into) ABR Loans, all payments of principal which would otherwise be applied to such Lender's Affected Loans shall be applied instead to its ABR Loans.

Section 2.13 Conversion of Existing Eurodollar Loans. Notwithstanding anything to the contrary set forth in this Second Amendment or the Credit Agreement (as amended hereby), each Eurodollar Loan outstanding on the date hereof (each, an "Existing Eurodollar Loan") shall continue to accrue interest at a rate equal to the sum of (a) Adjusted LIBO Rate applicable to such Existing Eurodollar Loan on the Effective Date, plus (b) the Applicable Margin until the date the Interest Period for such Existing Eurodollar Loan expires in accordance with its terms or, if earlier, as of the date of any acceleration or prepayment of such Existing Eurodollar Loan (the earlier of such dates, the "LIBO Rate Expiration Date"). Upon the applicable LIBO Rate Expiration Date for each Existing Eurodollar Loan, such Existing Eurodollar Loan shall cease to bear interest at a rate that is based upon LIBO Rate and each such Existing Eurodollar Loan shall be converted to a SOFR Loan (as defined in the Credit Agreement, as amended by this Second Amendment) or repaid, as applicable, in accordance with the Credit Agreement, as amended by this Second Amendment. For the avoidance of doubt, (i) other than any Existing Eurodollar Loan, no Loan from and after July 1, 2023 shall bear interest at a rate that is based upon LIBO Rate; (ii) from and after July 1, 2023 until the applicable LIBO Rate Expiration Date, each Existing Eurodollar Loan shall bear interest at a rate equal to the sum of (A) Adjusted LIBO Rate applicable to such Existing Eurodollar Loan on the July 1, 2023, plus (B) the Applicable Margin; (iii) from and after July 1, 2023, no Loan may be renewed, extended or continued as a LIBO Rate priced Eurodollar Loan but must be renewed, extended or continued as a SOFR Loan; (iv) all terms and provisions of the Credit Agreement (prior to giving effect to this Second Amendment) that relate to Eurodollar Loan (including provisions relating to breakage costs) shall continue to apply to the Existing Eurodollar Loans; and (v) unless otherwise indicated or defined in this Second Amendment, each capitalized term in this Section 2.5 shall have the meaning ascribed to such term in the Credit Agreement (prior to giving effect to this Second Amendment).

Section 2.14 Administrative Agent's Use of SOFR. Administrative Agent makes no representation or warranty concerning the SOFR index rate, and does not accept responsibility for, and shall have no responsibility with respect to, the administration, submission or any other matters related to the rates in the definition of "SOFR" or any Benchmark Replacement Conforming Changes. Initially and over time, the SOFR index rate will differ from LIBO Rate. Administrative Agent shall not be liable in any manner with respect to such fluctuation or the determination of the SOFR index rate. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission

of, calculation of or any other matter related to SOFR index rate, or Adjusted Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement) or any relevant adjustments thereto, including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the LIBO Rate, Adjusted Term SOFR, SOFR index rate or any other Benchmark prior to its discontinuance or unavailability; or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent may engage in transactions that affect the calculation of the SOFR index rate, Adjusted Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the SOFR index rate, Adjusted Term SOFR or any other Benchmark, in each case pursuant to the terms of this Second Amendment, and shall have no liability to either Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

## ARTICLE III

## Conditions Precedent

Section 3.1 Conditions. The effectiveness of this Second Amendment is subject to the satisfaction of the following conditions precedent:

(a) The representations and warranties contained herein and in all other Loan Documents, as amended hereby, shall be true and correct as of the date hereof as if made on the date hereof, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates;

(b) No Event of Default shall have occurred and be continuing and no event or condition shall have occurred that with the giving of notice or lapse of time or both would be an Event of Default;

(c) All authorization proceedings taken in connection with the transactions contemplated by this Second Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to Administrative Agent and its legal counsel; and

(d) Execution and delivery of this Second Amendment by the Borrowers, Required Lenders and Administrative Agent.

ARTICLE IV

Ratifications, Representations and Warranties

Section 4.1 Ratifications. The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Credit Agreement and except as expressly modified and superseded by this Agreement, the terms and provisions of the Credit Agreement are ratified and confirmed and shall continue in full force and effect. Borrowers, Required Lenders and Administrative Agent agree that the Credit Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms. The terms, provisions, and conditions of any and all of the Loan Documents including the Credit Agreement are hereby ratified and confirmed in every respect by Borrowers and shall continue in full force and effect.

Section 4.2 Representations and Warranties. Borrowers hereby represent and warrant to Administrative Agent that: (i) the execution, delivery and performance of this Second Amendment and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite action on the part of Borrowers and will not violate Borrowers' organizational documents; (ii) the representations and warranties contained in the Credit Agreement, as amended hereby, and any other Loan Documents are true and correct on and as of the date hereof as though made on and as of the date hereof; (iii) no Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default; and (iv) Borrowers are in full compliance with all covenants and agreements contained in the Credit Agreement, as amended hereby.

Section 4.3 Representation of the Lenders. The Lenders joining herein constitute the Required Lenders as they hold more than fifty percent (50%) of the sum of: (i) the outstanding aggregate principal amount of the Loans; and (ii) the total outstanding Commitments, and none of such Lenders are Defaulting Lenders. In their execution hereof, the Required Lenders direct the Administrative Agent to consent to and execute this Second Amendment.

ARTICLE V

Miscellaneous

Section 5.1 Survival of Representations and Warranties. All representations and warranties made in this Second Amendment or any other Loan Document including any Loan Document furnished in connection with this Second Amendment shall survive the execution and delivery of this Second Amendment and the other Loan Documents, and no investigation by Administrative Agent or any closing shall affect the representations and warranties or the right of Administrative Agent to rely upon them.

Section 5.2 Reference to Credit Agreement. Each of the Loan Documents, including the Credit Agreement, and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Credit Agreement, as amended hereby, are hereby amended so that any reference in such Loan Documents to the Credit Agreement shall mean a reference to the Credit Agreement as amended hereby.

Section 5.3 Severability. Any provision of this Second Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Second Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 5.4 Applicable Law; Etc.

(a) THIS SECOND AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND AMENDMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 12.09 OF THE FIRST LIEN TERM LOAN CREDIT AGREEMENT AS IF SUCH SECTION WAS SET FORTH IN FULL HEREIN MUTATIS MUTANDIS.

Section 5.5 Successors and Assigns. This Second Amendment is binding upon and shall inure to the benefit of Administrative Agent and Borrowers and their respective successors and assigns. Furthermore, each party hereto agrees that the provisions set forth in Section 12.04 of the Credit Agreement relating to successors and assigns applies hereto as if such Section was set forth herein in its entirety.

Section 5.6 Counterparts; Electronic Signatures. To facilitate execution, this Second Amendmentmay be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Second Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. Any signature to this Second Amendment may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2022 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

Section 5.7 Effect of Waiver. No consent or waiver, express or implied, by Administrative Agent to or for any breach of or deviation from any covenant, condition or duty by Borrowers shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

Section 5.8 Headings. The headings, captions, and arrangements used in this Second Amendment are for convenience only and shall not affect the interpretation of this Agreement.

Section 5.9 SECTION 26.02 NOTICE. THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS SECOND AMENDMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS SECOND AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO ON THE SUBJECT MATTER HEREOF.

[*SIGNATURE PAGES FOLLOW*]

EXECUTED this 27th day of July, 2023, but to be effective as of the Effective Date.

**PARENT BORROWER:**

**HORNBECK OFFSHORE SERVICES, INC.,**
a Delaware corporation

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

**CO-BORROWER:**

**HORNBECK OFFSHORE SERVICES, LLC**,
a Delaware limited liability company

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

**REQUIRED LENDERS:**

**ASOF HOLDINGS I, L.P.**, as a Lender

By: ASOF Investment Management LLC,
its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B, L.P.**, as a Lender

By: ASSF Management IV, L.P.,
its general partner

By: ASSF Management IV GP LLC,
its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P.**, as a Lender

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV, L.P.**, as a Lender

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**HIGHBRIDGE TACTICAL CREDIT INSTITUTIONAL FUND, LTD.**, as a Lender

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director, Co-Chief Investment Officer

**WHITEBOX CAJA BLANCA FUND, LP**,
as a Lender

By: Whitebox Caja Blanca GP LP,
its general manager

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Andrew Thau
Name: Andrew Thau
Title: Senior Legal Analyst

**WHITEBOX CREDIT PARTNERS, LP**,
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Andrew Thau
Name: Andrew Thau
Title: Senior Legal Analyst

**WHITEBOX GT FUND, LP**,
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Andrew Thau
Name: Andrew Thau
Title: Senior Legal Analyst

**WHITEBOX MULTI-STRATEGY PARTNERS, LP,** as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Andrew Thau
Name: Andrew Thau
Title: Senior Legal Analyst

**WHITEBOX RELATIVE VALUE PARTNERS, LP**, as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Andrew Thau
Name: Andrew Thau
Title: Senior Legal Analyst

**PANDORA SELECT PARTNERS, LP**,
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Andrew Thau
Name: Andrew Thau
Title: Senior Legal Analyst

**ADMINISTRATIVE AGENT:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION**,
as Administrative Agent, Collateral Agent and
Debt Representative

By: /s/ Jeffery Rose
Name: Jeffery Rose
Title: Vice President

**Exhibit 10.15**

***Execution Version***

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**SECOND LIEN TERM LOAN CREDIT AGREEMENT**

**DATED AS OF**

**SEPTEMBER 4, 2020**

**AMONG**

**HORNBECK OFFSHORE SERVICES, INC.,**

**AS PARENT BORROWER,**

**HORNBECK OFFSHORE SERVICES, LLC,**

**AS CO-BORROWER,**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**AS ADMINISTRATIVE AGENT,**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

**AS COLLATERAL AGENT**

**AND**

**THE LENDERS PARTY HERETO**

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**THIS SECOND LIEN TERM LOAN CREDIT AGREEMENT** dated as of September 4, 2020 (the "Effective Date"), is entered into by and among: Hornbeck Offshore Services, Inc., a Delaware corporation ("HOSI" or the "Parent Borrower"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("HOS" or the "Co-Borrower"); and the Parent Borrower together with the Co-Borrower, collectively, the "Borrowers" and each, a "Borrower"; each of the Lenders from time to time party hereto; Wilmington Trust, National Association as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "Collateral Agent").

## R E C I T A L S

WHEREAS, the capitalized terms used in these preliminary statements shall have the respective meanings set forth for such terms in Article I hereof;

WHEREAS, on May 19, 2020, the Borrowers and certain Subsidiaries of the Parent Borrower filed voluntary petitions with the Bankruptcy Court (collectively, the "Debtors") initiating their respective cases under chapter 11 of the Bankruptcy Code (each case of the Borrowers and such Subsidiaries, a "Case" and, collectively, the "Cases") and have continued in the possession of their assets and in the management of their businesses pursuant to Section 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Debtors filed the Debtors' Joint Prepackaged Chapter 11 Plan of Reorganization (Docket No. 7) (the "Plan of Reorganization") with the Bankruptcy Court on May 19, 2020, which Plan of Reorganization was confirmed by the Bankruptcy Court on June 19, 2020;

WHEREAS, the Borrowers have requested, and the Lenders have agreed to provide (on the terms and subject to the conditions set forth herein), a second lien senior secured term loan facility as contemplated by the Plan of Reorganization;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and of the loans, extensions of credit and commitments hereinafter referred to, the parties hereto agree as follows:

## ARTICLE I
## Definitions and Accounting Matters

Section 1.01 Terms Defined Above. As used in this Agreement, each term defined above has the meaning indicated above.

Section 1.02 Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Acceptable Pari/Junior Lien Intercreditor Agreement" means a customary intercreditor agreement, subordination agreement, collateral trust agreement or other intercreditor arrangement (which may, if applicable, consist of a payment waterfall) in form and substance reasonably satisfactory to the Required Lenders (and under which the Indebtedness shall be treated as senior indebtedness, except in the case of any Pari Passu Equity-Paired Debt, in which case the Indebtedness shall be treated as senior indebtedness or pari passu indebtedness), as such agreements may be amended, supplemented, modified or restated in accordance with the terms thereof.

"Acceptable Priority Lien Intercreditor Agreement" means (i) other than with respect to any Crossing Lien Debt, the Effective Date Priority Lien Intercreditor Agreement or (ii) with respect to any Crossing Lien Debt or any Permitted Priority Lien Debt that is not subject to the Effective Date Priority Lien Intercreditor Agreement, or any other intercreditor agreement in substantially the form of the Effective Date Priority Lien Intercreditor Agreement or any other customary subordination agreement, collateral trust agreement or other intercreditor arrangement (which may, if applicable, consist of a payment waterfall) in form and substance reasonably satisfactory to the Required Lenders, as such agreements may be amended, supplemented, modified or restated in accordance with the terms thereof.

"Account Control Agreement" has the meaning assigned to such term in the Guaranty and Collateral Agreement.

"Administrative Agent" has the meaning specified in the recital of parties to this Agreement.

"Administrative Agent Parties" has the meaning assigned to such term in Section 12.14(f).

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For the avoidance of doubt, an employee stock ownership plan sponsored by any Borrower shall not be an "Affiliate".

"Affiliate Transaction" has the meaning assigned to such term in Section 9.06.

"After-Acquired Vessel" means any Vessel that is acquired or constructed by the Parent Borrower or any Restricted Subsidiary thereof following the Effective Date (and for the avoidance of doubt, excluding all Vessels that are included in the Vessel Collateral as of the Effective Date, but including the HOS Warhorse and HOS Wild Horse).

"Agents" means the Administrative Agent and the Collateral Agent.

"Agreement" means this Second Lien Term Loan Credit Agreement, together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases or rearrangements thereof.

"Anti-Terrorism Laws" means any laws and regulations relating to sanctions, terrorism or money laundering, including the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act (as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced).

"Applicable Interest Rate" means, for any day, the applicable percentage or percentages determined by reference to the table immediately below:

| Time Period | Cash Interest Only | If so elected in accordance with Section 3.02(f), a combination of Cash Interest and PIK Interest |
|---|---|---|
| From the Effective Date until the second anniversary of the Effective Date | 9.25% per annum | 1.00% per annum Cash Interest plus 9.50% per annum PIK Interest |
| From the second anniversary of the Effective Date until the third anniversary of the Effective Date | 10.25% per annum | 2.50% per annum Cash Interest plus 9.00% per annum PIK Interest |
| From and after the third anniversary of the Effective Date | If the Total Leverage Ratio is greater than or equal to 3.00:1.00, 10.25% per annum | Option not available |
| | If the Total Leverage Ratio is less than 3.00:1.00, 8.25% per annum | Option not available |

Solely with respect to the Applicable Interest Rate from and after the third anniversary of the Effective Date, any change to the Applicable Interest Rate resulting from a change to the Total Leverage Ratio shall become effective as of the first Business Day immediately following the date on which the Parent Borrower delivers a compliance certificate to the Administrative Agent pursuant to the first sentence of Section 8.02(a) in connection with the delivery of financial statements delivered under Section 8.01(a) or (b), as applicable; provided that, from and after the third anniversary of the Effective Date the higher Applicable Interest Rate shall apply without regard to the Total Leverage Ratio (i) at any time after the date on which any annual or quarterly financial statement was required to have been delivered pursuant to Section 8.01(a) or (b), as applicable, but was not so delivered (or the compliance certificate related to such financial statements was required to have been delivered pursuant to Section 8.02(a) but was not so

delivered), commencing with the first Business Day immediately following such date and continuing until the first Business Day immediately following the date on which such financial statements (or, if later, the compliance certificate related to such financial statements) are delivered to the Administrative Agent or (ii) at the election of the Required Lenders, at any time at which an Event of Default shall have occurred and is continuing.

"Applicable Percentage" means, with respect to any Lender, the percentage of the total unused Commitments and Loans represented by such Lender's Commitment and outstanding Loans from time to time in effect.

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Lender" means, with respect to any Lender, (i) any fund or similar investment vehicle the investment decisions with respect to which are made by (x) such Lender or (y) an investment manager or other Person that manages such Lender or (ii) the Affiliates of each of the foregoing to the extent that the investment decisions with respect to which are made as specified in (x) and (y) above.

"Approved Vessel Reflagging Transaction" means any transaction in which a Loan Party changes the flag or documentation or registration of any Vessel Collateral flagged under the laws of the United States ("Effective Date U.S. Flagged Vessels") listed on Schedule 8.11(b); provided that:

(i) no Loan Party shall be permitted to change the flag or documentation or registration of any Effective Date U.S. Flagged Vessel that is an MPSV;

(ii) other than in the case of Effective Date Low Spec Specified Vessels, no more than three (3) Effective Date U.S. Flagged Vessels may have their flag or documentation or registration changed if the result thereof is that such Effective Date U.S. Flagged Vessel is no longer flagged under the laws of the United States;

(iii) other than in the case of Effective Date Low Spec Specified Vessels, the aggregate Effective Date Vessel Collateral Value of all such Effective Date U.S. Flagged Vessels with respect to which the flag or documentation or registration has changed since the Effective Date with the result that such Vessel Collateral is no longer flagged under the laws of the United States shall not exceed $75,000,000; and

(iv) for the avoidance of doubt, Effective Date Low Spec Specified Vessels are not subject to the limitations in the preceding clauses (ii) and (iii).

"Asset Sale" means the sale, lease, conveyance or other disposition of any Property of the Parent Borrower or any Restricted Subsidiary thereof (a "disposition") (including, without limitation, as the result of an Event of Loss, by way of a Sale Leaseback Transaction or by an allocation of assets among newly divided limited liability companies pursuant to a "plan of

division") (provided that the disposition of all or substantially all of the Property of the Parent Borrower and its Restricted Subsidiaries taken as a whole will be subject to Section 9.04 of this Agreement). Notwithstanding the foregoing provisions of this definition, the following transactions will be deemed not to be Asset Sales: (A) any disposition (whether in a single transaction or a series of related transactions) for consideration below $250,000; provided that, in any fiscal year of the Parent Borrower, the aggregate consideration from dispositions that are deemed not to be Asset Sales pursuant to this clause (A) shall not exceed $2,500,000; (B) a disposition of any Property by any Borrower to another Loan Party or by a Guarantor to any Borrower or another Guarantor; (C) a disposition of Property that constitutes a Permitted Investment or a Restricted Payment that is permitted by Section 9.01; (D) any charter or lease of any Vessel Collateral or other Property entered into in the ordinary course of business and with respect to which the Parent Borrower or any Restricted Subsidiary thereof is the lessor or Person granting the charter, unless such charter or lease provides for the acquisition of such Vessel Collateral or other Property by the lessee during or at the end of the term thereof for an amount that is less than the fair market value thereof at the time the right to acquire such Property occurs; (E) a disposition of inventory in the ordinary course of business; (F) a disposition of cash, Cash Equivalents or similar investments in the ordinary course of business; (G) [reserved], (H) any disposition of obsolete or excess equipment or other Property (other than Vessels); (I) a disposition of Property by a Restricted Subsidiary of the Parent Borrower to a Loan Party or by a Restricted Subsidiary of the Parent Borrower that is not a Loan Party to another Restricted Subsidiary of the Parent Borrower that is not a Loan Party; (J) dispositions of Property (other than Vessel Collateral and Material Real Property Interests) to the extent that (1) such Property is exchanged for credit against the purchase price of similar replacement Property that is promptly purchased or (2) the proceeds of such disposition are promptly applied to the purchase price of such replacement Property (which replacement Property is actually promptly purchased) (provided that, in the case of sub-clauses (1) and (2), if the Property so disposed is Collateral, the replacement Property shall be Collateral) and (K) leases, subleases, rights of use, passage or access, or any other related leases or rights in respect of Real Property Interests.

"Asset Sale Proceeds Account" means a deposit account and/or securities account (as applicable) of a Borrower at a bank or other financial institution reasonably satisfactory to the Required Lenders that is subject to an Account Control Agreement that provides for control and, following an Event of Default, full dominion in favor of the Collateral Agent (or, if there is Permitted Priority Lien Debt then outstanding, full dominion in favor of the applicable "controlling" collateral agent under the Acceptable Priority Lien Intercreditor Agreement) and into which are deposited the proceeds (whether in the form of cash, Cash Equivalents or securities or like instruments (unless such securities or like instruments have been pledged to the Collateral Agent by the physical delivery thereof)) of any Asset Sale (and into which no other amounts are deposited).

"Assignment" has the meaning assigned to such term in Section 12.04(b)(i).

"Assignment of Insurances" means each, and "Assignments of Insurances" means every, second priority assignment of the insurances with respect to Vessel Collateral documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama or Vanuatu flags, and the HOS CROSSFIRE, or in the case of a Vessel registered under any other flag except Mexico, an assignment or pledge of insurances, in each case in a form reasonably determined by the Administrative Agent and the Collateral Agent to be necessary.

"Attributable Debt" shall mean, when used with respect to any Sale Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the Borrowers' then current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale Leaseback Transaction.

"Available Liquidity" means, on any date of determination, the sum as of such date of (i) the amount of unrestricted cash and Cash Equivalents (determined in accordance with GAAP) of the Loan Parties; it being understood and agreed that cash and Cash Equivalents subject to any Account Control Agreement to which the Collateral Agent is a party or under which the collateral agent under any Permitted Priority Lien Debt acts as gratuitous bailee for the Collateral Agent shall not constitute "restricted" cash and Cash Equivalents for purposes of Available Liquidity plus (ii) unused commitments available to be borrowed by any Loan Party (after giving effect to any borrowing base limitations or any other limitations to borrowing thereunder) under any then-existing credit facility the Debt under which is permitted hereunder or that was approved by the Required Lenders.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) in relation to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country as described in the EU Bail-In Legislation Schedule from time to time and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bank Secrecy Act" means the Bank Secrecy Act of 1970 (Titles I and II of Pub. L.No. 91-508 (signed into law October 26, 1970 and as modified, amended, supplemented or restated from time to time)).

"Bankruptcy Code" means Title 11, U.S.C., as now or hereafter in effect, or any successor thereto.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas or any other court having jurisdiction over the Cases from time to time.

"Bankruptcy Law" means each of (i) the Bankruptcy Code, (ii) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including without limitation any plan of arrangement provisions of applicable corporation statutes), and (iii) any order made by a court of competent jurisdiction in respect of any of the foregoing.

"Benefit Plan" means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) that is subject to Title IV of ERISA, and which (a) is sponsored, maintained or contributed to by a Loan Party or an ERISA Affiliate or (b) was at any time during the six (6) calendar years preceding the date hereof sponsored, maintained or contributed to by a Loan Party or an ERISA Affiliate if liability to a Loan Party remains.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America or any successor Governmental Authority.

"Board of Directors" means the Board of Directors of the Parent Borrower or any other Person, as applicable, or any authorized committee of the Board of Directors.

"Borrower" and "Borrowers" have the meanings specified in the recital of parties to this Agreement.

"Borrowing" means Loans made on the same date.

"Borrowing Request" means a request by a Borrower for a Borrowing in accordance withSection 2.02.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to remain closed.

"Calculation Date" has the meaning assigned to such term in the definition of "Pro Forma Basis," "Pro Forma Compliance" and "Pro Forma Effect".

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP. Notwithstanding the foregoing, any lease (whether entered into before or after the Effective Date) that would have been classified as an operating lease pursuant to GAAP as in effect on December 31, 2018 will be deemed not to represent a Capital Lease Obligation.

"Case" has the meaning specified in the Recitals herein.

"Cash Equivalents" means:

(a) securities issued or directly and fully guaranteed or insured by the government of the United States of America or any agency or instrumentality of any such government having maturities of not more than six (6) months from the date of acquisition,

(b) certificates of deposit and Eurodollar time deposits with maturities of six (6) months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six (6) months and overnight bank deposits, in each case with or issued by any commercial bank organized under the laws of any country that is a member of the Organization for Economic Cooperation and Development having capital and surplus in excess of $300,000,000 and whose long-term debt securities are rated at least A3 by Moody's and at least A by S&P,

(c) repurchase obligations with a term of not more than seven (7) days for underlying securities of the types described in clauses (a) and (b) above entered into with any financial institution meeting the qualifications specified in clause (b) above,

(d) commercial paper having a rating of at leastP-1 from Moody's or at least A-1 from S&P and in each case maturing withintwo-hundred seventy (270) days after the date of acquisition,

(e) deposits available for withdrawal on demand with any commercial bank not meeting the qualifications specified in clause (b) above, *provided* that all deposits referred to in this clause (e) are made in the ordinary course of business and do not exceed $5,000,000 in the aggregate at any one time, and

(f) money market mutual funds substantially all of the assets of which are of the type described in any of the foregoing clauses (a) through (d).

"Cash Interest" has the meaning assigned such term in Section 3.02(f)(i).

"Certificate of Incorporation" means HOSI's Third Restated Certificate of Incorporation, dated as of September 4, 2020.

"Change in Control" means the occurrence of any of the following:

(a) except as permitted pursuant to Section 9.04, the sale, assignment, transfer, lease, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of (x) the Property of the Parent Borrower and its Subsidiaries, taken as a whole or (y) the Vessel Collateral (including pursuant to a sale, assignment, transfer, lease or other disposition of Specified Equity Interests);

(b) the adoption of a voluntary plan relating to the liquidation or dissolution of any Borrower;

(c) at any time on or after a Qualifying IPO, the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act as in effect on the Effective Date), including any group acting for the purpose of acquiring, holding or disposing of Securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act as in effect on the Effective Date), but excluding (i) one or more Permitted Holders and (ii) any underwriter in connection with any Qualifying IPO, of Equity Interests representing more than 50% of the total Voting Stock of the Parent Borrower;

(d) the Parent Borrower shall fail to own and control 100% of the Equity Interests of theCo-Borrower, except as otherwise expressly permitted under Section 9.04; or

(e) the occurrence of a "Change in Control" (or similar event, however denominated), as defined in the Exit First Lien Credit Agreement (and any Permitted Refinancing Debt in respect thereof) or the documentation governing any other Material Debt.

For purposes of this definition, a time charter of, bareboat charter or other contract for, Vessels to customers in the ordinary course of business shall not be deemed a lease under clause (a) above.

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided,* that notwithstanding anything herein to the contrary, (x) theDodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"Co-Borrower" has the meaning specified in the recital of parties to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (unless otherwise provided herein), and any successor statute.

"Collateral" means any and all Property of any Borrower or any Guarantor, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Instruments as security for the payment or performance of the Indebtedness (including, for the avoidance of doubt, the Vessel Collateral and the Material Real Property Interests subject to a Real Property Interests Mortgage).

"Collateral Agent" has the meaning specified in the recital of parties to this Agreement and shall include the institution named as Collateral Agent acting as trustee/mortgagee under each Maritime Mortgage and each Real Property Interests Mortgage.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans pursuant toSection 2.01 as such commitment may be (a) terminated pursuant to Section 2.01, (b) terminated pursuant to Article X, or (c) modified from time to time to reflect any assignments permitted by Section 12.04. The amount of each Lender's Commitment on the Effective Date shall be the amount set forth onSchedule 2.01.

"Communications" has the meaning assigned to such term in Section 12.14(a).

"Company Competitors" means any Person identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period plus, to the extent deducted or excluded in calculating Consolidated Net Income for such period and without duplication,

(a) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale,

(b) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries,

(c) Consolidated Interest Expense of such Person and its Restricted Subsidiaries,

(d) depreciation and amortization (including impairment charges, write-offs and amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and all other non-cash expenses of such Person and its Restricted Subsidiaries,

(e) losses (or minus any gains) on early extinguishment of debt for that period (including, without limitation, any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity),

(f) stock-based compensation expense (or minus any gains) reported for such period under FAS 123R and

(g) all Transaction Expenses and any expenses, fees, charges, or losses (other than depreciation or amortization expense) related to any Equity Offering, Permitted Investment of the type described in clause (c), (h) or (k) of the definition thereof, acquisition or disposition of Vessels, Redemption of Debt, or the incurrence of Indebtedness or Debt permitted to be incurred by this Agreement (including a refinancing thereof) (whether or not successful but, in each case, excluding any such transaction consummated on or prior to the Effective Date.

The parties hereto agree that Consolidated EBITDA shall be for the fiscal quarter ending (i) on September 30, 2019 shall be deemed to be $1,148,000, (ii) on December 31, 2019 shall be deemed to be $10,706,000, (iii) on March 31, 2020 shall be deemed to be $(5,644,000) and (iv) on June 30, 2020 shall be deemed to be $4,982,000.

"Consolidated Fixed Charge Coverage Ratio" means, with respect to any Person for any Test Period, the ratio of (a) the Consolidated EBITDA of such Person for such Test Period to (b) the sum of the Consolidated Interest Expense of such Person and the amount of cash dividends or distributions paid by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock or any Disqualified Stock that is permitted to be incurred under Section 9.02, in each case for such Test Period. For the avoidance of doubt, Consolidated Fixed Charge Coverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum, without duplication, of (a) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued (including, without limitation, amortization of original issue discount, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations but excluding (i) amortization of debt issuance costs and (ii) any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity, to the extent that any of such nonrecurring charges constitute interest expense) and (b) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; provided that (w) solely for purposes of the calculation of Consolidated Fixed Charge Coverage Ratio, Consolidated Interest Expense shall include any interest that is paid-in-kind (including PIK Interest), (x) for all other purposes under this Agreement, Consolidated Interest Expense shall exclude any interest that is paid-in-kind (including PIK Interest) or is imputed non-cash interest expense in accordance with GAAP and (y) for purposes of the calculation of Consolidated Fixed Charge Coverage Ratio, in connection with the incurrence of any Debt pursuant to Section 9.02, (i) the Borrowers may elect, pursuant to an Officer's Certificate, to treat all or any portion of the commitment (any such amount elected until revoked as described below, an "Elected Amount") under any Debt which is to be incurred (or any commitment in respect thereof) as being incurred as of the Calculation Date and (A) any subsequent incurrence of Debt under such commitment (so long as the total amount under such Debt does not exceed the Elected Amount) shall not be deemed, for purposes of this calculation, to be an incurrence of additional Debt or an additional Lien at such subsequent time, (ii) the Borrowers may revoke an election of an Elected Amount pursuant to an Officer's Certificate and (iii) for purposes of all subsequent calculations of the Consolidated Fixed Charge Coverage Ratio, the Elected Amount (if any) shall be deemed to be outstanding, whether or not such amount is actually outstanding, so long as the applicable commitment remains outstanding.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP, provided that (a) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent Person or a Restricted Subsidiary thereof, (b) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, (c) unrealized losses and gains under derivative instruments included in the determination of Consolidated Net Income, including, without limitation those resulting from the application of FASB ASC Topic No. 815, Derivatives and Hedging, shall be excluded, (d) the cumulative effect of a change in accounting principles shall be excluded and (e) any extraordinary, non-recurring, unusual or infrequent items shall be excluded; *provided* that the exclusion set forth in this clause (e) shall not apply to lost revenues attributable to the impact of the COVID-19 pandemic but shall apply to actual costs and expenses of the Parent Borrower and its Restricted

Subsidiaries attributable to the impact of COVID-19 in an amount not to exceed $250,000 for any Test Period. In addition, notwithstanding the preceding, there shall be excluded from Consolidated Net Income any nonrecurring charges relating to any premium or penalty paid, write off of deferred finance costs or original issue discount or other charges in connection with redeeming or otherwise retiring any Debt prior to its Stated Maturity.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Crossing Lien Debt" has the meaning assigned to such term in the definition of "Permitted Priority Lien Debt".

"Debt" means, with respect to any Person, any indebtedness of such Person, whether or not contingent or secured, in respect of (i) borrowed money including, without limitation, any guarantee thereof, or (ii) evidenced by bonds, debentures, notes, term loans or similar instruments or letters of credit (or reimbursement agreements in respect thereof), bank guarantees or bankers' acceptances or indebtedness representing Capital Lease Obligations or the deferred and unpaid purchase price of any Property, or representing any Hedging Obligations, if and to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP; *provided, however,* that any accrued expense or trade payable of such Person shall not constitute Debt. The amount of any Debt outstanding as of any date shall be (a) the accreted value thereof, in the case of any Debt that does not require current payments of interest, and (b) the principal amount thereof, in the case of any other Debt (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of such Person and its Restricted Subsidiaries thereunder). Furthermore, notwithstanding the foregoing, the following shall not constitute or be deemed "Debt": (i) any indebtedness which has been defeased in accordance with GAAP or defeased pursuant to the deposit of cash or Cash Equivalents (in an amount sufficient to satisfy all such indebtedness obligations at maturity or Redemption, as applicable, and all payments of interest and premium, if any) in a trust or account created or pledged for the sole benefit of the holders of such indebtedness, and subject to no other Liens, and the other applicable terms of the instrument governing such indebtedness; (ii) any obligations arising from agreements of a Person providing for indemnification, guarantees, adjustment of purchase price, holdbacks, contingent payment obligations based on a final financial statement or performance of acquired or disposed of assets or similar obligations (other than guarantees of Debt), in each case, incurred or assumed by such Person in connection with the acquisition or disposition of assets (including through mergers, consolidations or otherwise); and (iii) obligations with respect to letters of credit in support of trade obligations incurred in the ordinary course or incurred in connection with public liability insurance, workers' compensation, unemployment insurance, old-age pensions and other social security benefits other than in respect of employee benefit plans subject to the Employee Retirement Income Security Act of 1974, as amended.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Debtors" has the meaning specified in the Recitals herein.

"Declined Amount" has the meaning assigned to such term in Section 3.04(c)(i).

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrowers in writing that such failure is the result of such Lender's good faith determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, (b) has notified the Borrowers or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrowers, to confirm in writing to the Administrative Agent and the Borrowers that it will comply with its prospective funding obligations hereunder (*provided,* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrowers), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, (iii) become the subject of a Bail-In Action; *provided,* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender or (iv) become the subject of a Bail-in Action. If a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to the Borrowers and each Lender.

"DIP Credit Agreement" means that certain Superpriority Debtor-in-Possession Term Loan Agreement dated as of May 22, 2020 by and among the Borrowers, certain lenders party thereto from time to time and Wilmington Trust, National Association, as administrative and collateral agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

"Disqualified Lender" means (a) those Persons identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020, (b) Company Competitors identified by the Borrowers on a written list delivered to the Administrative Agent and the Lenders on September 3, 2020, which list of Company Competitors may be supplemented from time to time after the Effective Date by the Borrowers delivering a written supplement thereto to the Administrative Agent (subject to the consent right of the Required Lenders as set forth below) and (c) any Person that is (or becomes) an Affiliate of the entities described in the preceding clauses (a) and (b) (other than any *bona fide* debt fund affiliates thereof); *provided*, that such Person is either clearly identifiable as an Affiliate solely on the basis of the similarity of its name, is identified in writing to the Administrative Agent by the Borrowers or reveals that it is such an Affiliate in a required certification by such Person prior to any assignment to such Person. Any supplement to the list of Disqualified Lenders shall be made by the Borrowers to the Administrative Agent in writing (including by email) and such supplement shall take effect one Business Day after (i) such notice has been received by the Administrative Agent and (ii) the Administrative Agent has received a written consent (not to be unreasonably withheld or delayed) to such supplement by the Required Lenders; *provided*, that such supplement shall not apply retroactively to disqualify any Person with respect to any Loans held by it immediately prior to the delivery of such supplement. The list of Disqualified Lenders shall be made available to any Lender upon request to the Administrative Agent and is subject to the provisions set forth in Section 12.11.

"Disqualified Stock" means any Equity Interests that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures (excluding any maturity as a result of an optional Redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the Maturity Date; *provided, however,* that any Equity Interests that would constitute Disqualified Stock solely because the holders thereof (or of any security into which it is convertible or for which it is exchangeable) have the right to require the issuer to repurchase such Equity Interests (or such security into which it is convertible or for which it is exchangeable) upon the occurrence of any of the events constituting an Asset Sale or a Change in Control shall not constitute Disqualified Stock if such Equity Interests (and all such securities into which it is convertible or for which it is exchangeable) provide that the issuer thereof will not repurchase or redeem any such Equity Interests (or any such security into which it is convertible or for which it is exchangeable) pursuant to such provisions prior to compliance by the Parent Borrower with Section 3.04(c).

"dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Restricted Subsidiary that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

"Dutch Auction" has the meaning set forth in Section 12.04(g).

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" has the meaning specified in the recital of parties to this Agreement.

"Effective Date Equity Rights Offering" means an offering of new common stock of the Company, $.00001 par value per share, as contemplated by the term "Equity Rights Offering" in the Plan of Reorganization.

"Effective Date Low Spec Specified Vessels" means the Vessels identified under the heading "Effective Date Low Spec Specified Vessel" on Schedule 8.11(b).

"Effective Date Priority Lien Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the Effective Date, among the administrative agent and collateral agent under the Exit First Lien Credit Agreement, the Administrative Agent, the Collateral Agent, the Loan Parties and each "Additional Representative" party thereto (and as defined therein), in the form attached hereto as Exhibit J.

"Effective Date U.S. Flagged Vessels" has the meaning specified in the definition of Approved Vessel Reflagging Transaction.

"Effective Date Vessel Collateral Value" means the valuations ascribed to the Vessel Collateral as set forth on Schedule 8.11(b) as of the Effective Date.

"Environmental Laws" means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other legally binding directive or requirement, whether now or hereafter in effect, pertaining to health and safety (solely to the extent relating to exposure to Hazardous Materials), pollution or protection of the environment or the preservation or reclamation of natural resources, in effect in any and all jurisdictions in which the Parent Borrower or any Subsidiary is conducting or at any time has conducted business, or where any Property of the Parent Borrower or any Subsidiary is located, including without limitation, the Oil Pollution Act of 1990 ("OPA"), as amended, the Clean Air Act, as amended, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, the Federal Water Pollution Control Act, as amended, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Safe Drinking Water Act, as amended, the Toxic Substances Control Act ("TSCA"), as amended, the Superfund Amendments

and Reauthorization Act of 1986, as amended and the Hazardous Materials Transportation Act ("HMTA"), as amended. The term "oil" shall have the meaning specified in OPA, the term "release" (or "threatened release") has the meanings specified in CERCLA, the terms "solid waste" and "disposal" (or "disposed") have the meanings specified in RCRA; *provided, however,* that (a) in the event either OPA, CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and (b) to the extent the laws of the state or other jurisdiction in which any Property of the Parent Borrower or any Subsidiary is located establish a meaning for "oil," "hazardous substance," "release," "solid waste," "disposal" or "oil and gas waste" which is broader than that specified in either OPA, CERCLA or RCRA, such broader meaning shall apply for such purpose.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such Equity Interest (but excluding any debt security that is convertible into or exchangeable for Equity Interests).

"Equity-Paired Debt" has the meaning assigned to such term in Section 9.02(b)(xi).

"Equity Offering" shall mean any public or private sale of common stock or preferred stock of the Parent Borrower (excluding Disqualified Stock), other than: (i) public offerings with respect to the Parent Borrower's common stock registered on Form S-8, (ii) issuances of the Parent Borrower's common stock exempt from registration under Rule 701 promulgated under the Securities Act or any similar replacement provision or (iii) issuances to any Subsidiary of the Parent Borrower.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the rules and regulations thereunder.

"ERISA Affiliate" means each trade or business (whether or not incorporated) which together with a Loan Party would be deemed to be a "single employer" within the meaning of Section 4001(b)(1) of ERISA or subsections (b), (c), (m) or (o) of Section 414 of the Code.

"ERISA Event" means:

(a) any "reportable event," as defined in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Benefit Plan, other than events for which the notice requirements have been waived under the applicable regulations;

(b) the failure of a Benefit Plan to meet the minimum funding standards under Section 412 of the Code or Section 302 of ERISA (determined without regard to any waiver of the funding provisions therein or in Section 430 of the Code or Section 303 of ERISA);

(c) the filing pursuant to Section 412 of the Code or Section 303 of ERISA of an application for a waiver of the minimum funding standard with respect to any Benefit Plan;

(d) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination of any Benefit Plan;

(e) the receipt by a Loan Party or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Benefit Plan or Benefit Plans or to appoint a trustee to administer any Benefit Plan, but only to the extent such Benefit Plan is subject to Section 412 of the Code or Section 302 of ERISA;

(f) the incurrence by a Loan Party or any ERISA Affiliate of any liability under Section 4062(e) of ERISA or with respect to the withdrawal or partial withdrawal from any Benefit Plan (including as a "substantial employer," as defined in Section 4001(a)(2) of ERISA) or Multiemployer Plan (including the incurrence by the Parent Borrower, a Subsidiary or any ERISA Affiliate of any Withdrawal Liability); or

(g) the receipt by a Loan Party or any ERISA Affiliate of any notice concerning the imposition of a Withdrawal Liability on it or a determination that a Multiemployer Plan is, or is expected to be, in endangered or critical status, within the meaning of Section 305 of ERISA, or insolvent, within the meaning of Title IV of ERISA.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" has the meaning assigned to such term in Section 10.01.

"Event of Loss" means (i) with respect to any Material Real Property Interests, any of the following events: (a) any fire or other casualty to all or any portion of the Property with a cost to restore (as reasonably estimated by the Parent Borrower) of $2,500,000 or more; and (b) the condemnation of, or termination without cause, nationalization, requisition, seizure or other taking by any Governmental Authority of all or substantially all of such Material Real Property Interests; and (ii) with respect to any Vessel Collateral, any of the following events: (a) the actual or constructive total loss of any Vessel Collateral or the agreed, arranged or compromised total loss of any Vessel Collateral; or (b) the capture, condemnation, confiscation, nationalization, requisition, purchase, seizure or forfeiture of, or any taking of title to, or any other actual or constructive taking of, any Vessel Collateral. An Event of Loss shall be deemed to have occurred (i) in the event of an actual loss of any Vessel Collateral, at noon Greenwich Mean Time on the date of such loss or if that is not known on the date which such Vessel Collateral was last heard from; (ii) in the event of damage which results in a constructive or an agreed, arranged or compromised total loss of a Vessel, at noon Greenwich Mean Time on the date of the event giving rise to such damage; or (iii) in the case of an event referred to in clause (b) above, at noon Greenwich Mean Time on the date on which such event is expressed to take effect by the Person making the same.

"Excess PAD" means the proceeds of any Permitted Acquisition Debt not applied to the purchase price of a Permitted Acquisition used to fund ongoing operations of a P.A. Subsidiary for twenty-four (24) months following such Permitted Acquisition so long as the incurrence of such Permitted Acquisition Debt for such purpose is approved by the Board of Directors of the Parent Borrower.

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

"Excluded Asset Sale" has the meaning set forth in the definition of "Net Proceeds".

"Excluded Assets" has the meaning set forth in the Guaranty and Collateral Agreement.

"Excluded Information" means any non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities to the extent such information could have a material effect upon, or otherwise be material to, an assigning Lender's decision to assign Loans or a purchasing Lender's decision to purchase Loans.

"Excluded Subsidiary" means any Subsidiary of the Parent Borrower (a) that is organized in a jurisdiction other than Brazil, Mexico or the United States (or, in each case, any state or other political subdivision thereof) and with respect to which the guarantee by such Subsidiary of the Indebtedness would result in material adverse tax consequences to the Parent Borrower as reasonably determined by the Parent Borrower in consultation with the Required Lenders, (b) that is prohibited from guaranteeing the Indebtedness by applicable law or contractual obligations existing on the Effective Date to the extent such contractual obligations were not entered into in contemplation of the Effective Date (or, in the case of any Subsidiary acquired after the Effective Date, in existence at the time of such acquisition but not entered into in contemplation thereof), (c) with respect to which the guarantee by such Subsidiary of the Indebtedness would require governmental (including regulatory) consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained) or (d) that is a Specified Newbuild Subsidiary. Neither the Co-Borrower nor any Subsidiary of the Parent Borrower that is a Guarantor on the Effective Date shall constitute an Excluded Subsidiary during the term of this Agreement.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by any Borrower under Section 2.03) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.03, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 5.03(g), and (d) any withholding Taxes imposed under FATCA.

"Excluded Vessel" means (i) each of the following Vessels: Momma's Mad (description: 2012 Everglades 350CC), Momma's Mad II (description: 2011 Sea Hunt) and SeaDoo (description: 2018 SeaDoo L718), each of which is owned on the Effective Date by Hornbeck Offshore Operators, LLC, (ii) the Canopus (description: launch vessel) and (iii) any Vessel acquired (including by way of construction) after the Effective Date with a Specified Value of less than $2,500,000; provided that, for purposes of Section 8.14, HOS Warhorse or HOS Wild Horse shall not constitute an Excluded Vessel except while such Vessel is owned by a Specified Newbuild Subsidiary.

"Exit First Lien Credit Agreement" means that certain First Lien Term Loan Credit Agreement, dated as of the date hereof, among the Parent Borrower, the Co-Borrower, the lenders party thereto from time to time and Wilmington Trust, National Association, as administrative agent and collateral agent for the lenders thereunder (so long as such amendment, restatement, amendment and restatement, supplement or other modification thereof does not result in the Debt thereunder no longer constituting Permitted Priority Lien Debt).

"FATCA" means the Foreign Account Tax Compliance Act as set forth in sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code (or any amended or successor version described above), and any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such intergovernmental agreement.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Funds Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate; provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Federally Regulated Lender" means any bank, savings and loan association, credit union, farm credit bank, federal land bank association, production credit association, or similar institution subject to the supervision of a federal entity or lending regulation.

"Federally Regulated Lender Excluded Property" means, solely with respect to any Federally Regulated Lender, any right, title and interest of any Loan Party in and to any real property improved by a Building (as defined in the Flood Insurance Laws) or Manufactured (Mobile) Home (as defined in the Flood Insurance Laws).

"Fee Letters" means, collectively, (a) the letter agreement with respect to this Agreement, dated as of September 4, 2020 between the Borrowers and the Administrative Agent and (b) the letter agreement with respect to this Agreement, dated as of September 4, 2020, between the Borrowers and the Lenders party thereto.

"Flood Insurance Laws" shall mean, collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Law Guaranty Agreements" means any agreement executed by a Foreign Subsidiary guarantying the payment of Indebtedness and governed by the laws of a jurisdiction other than the laws of the United States of America or any state thereof or the District of Columbia.

"Foreign Lender" means any Lender that is not a U.S. Person.

"Foreign Subsidiary" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"Foreign Subsidiary Holding Company" means (a) any Subsidiary that owns (directly or indirectly) no material assets other than Equity Interests (or Equity Interests and debt) of a Foreign Subsidiary and (b) any Subsidiary of a Foreign Subsidiary Holding Company.

"Foreign Vessel Reflagging Transaction" has the meaning assigned to such term in Section 8.11(b).

"Funded Debt" means all Debt of the Parent Borrower and its Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of the Parent Borrower or any such Restricted Subsidiary, to a date more than one year from the date of its creation or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date (including all amounts of such Funded Debt required to be paid or prepaid within one year from the date of its creation), and, in the case of the Loan Parties, Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time subject to the terms and conditions set forth in Section 1.05.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether foreign or domestic, federal, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank, department, commissions, boards, officials and officers or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any international organizations such as the United Nations, or supra-national bodies such as the European Union or the European Central Bank) over the Parent Borrower, any Subsidiary, any of their Properties, the Administrative Agent or any Lender.

"Governmental Requirement" means any international convention, treaty, law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement, whether now or hereafter in effect of any Governmental Authority.

"Guarantors" means (i) each Restricted Subsidiary of the Parent Borrower (other than theCo-Borrower) that is party to the Guaranty and Collateral Agreement on the Effective Date, (ii) each Restricted Subsidiary of the Parent Borrower that becomes a party to the Guaranty and Collateral Agreement as a guarantor and lien grantor pursuant to Section 8.14, and (iii) each Foreign Subsidiary of the Parent Borrower that enters into a Foreign Law Guaranty Agreement on the Effective Date or thereafter, in each case until such time as any such Restricted Subsidiary of the Parent Borrower shall be released and relieved of its obligations pursuant to the provisions of this Agreement.

"Guaranty Agreements" means, collectively, the Guaranty and Collateral Agreement and each Foreign Law Guaranty Agreement.

"Guaranty and Collateral Agreement" means an agreement executed by each Borrower, the Guarantors party thereto and the Collateral Agent in substantially the form of Exhibit E (i) unconditionally guarantying on a joint and several basis, payment of the Indebtedness, as the same may be amended, modified or supplemented from time to time and (ii) granting a security interest in certain Collateral defined therein for the ratable benefit of the Guaranteed Creditors identified therein.

"Hazardous Materials" means:

(i) any "hazardous waste" as defined by RCRA;

(ii) any "hazardous substance" as defined by CERCLA;

(iii) any "toxic substance" as defined by TSCA;

(iv) any "hazardous material" as defined by HMTA;

(v) asbestos;

(vi) polychlorinated biphenyls;

(vii) any substance the presence of which is prohibited by any lawful Governmental Requirement from time to time in force and effect; and

(viii) any other substance which by any Governmental Requirement defines or regulates as "hazardous," "toxic" or words of similar import or effect.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under (a) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements, (b) other agreements or arrangements designed to protect such Person against fluctuations in interest rates and (c) any foreign currency futures contract, option or similar agreement or arrangement designed to protect such Person against fluctuations in foreign currency rates, in each case to the extent such obligations are incurred in the ordinary course of business of such Person.

"Highest Lawful Rate" means, with respect to each Lender, the maximum nonusurious interest rate, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received on the Loans or on other Indebtedness under laws applicable to such Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum nonusurious interest rate than applicable laws allow as of the date hereof.

"HOS" has the meaning specified in the recital of parties to this Agreement.

"HOS ACHIEVER" means that certain Vanuatu-flag Vessel named HOS ACHIEVER, Official Number 1759, owned by HOS.

"HOS CROSSFIRE" means that certain Mexican-flag Vessel named HOS CROSSFIRE, Official Number 31014661325, owned by HOS.

"HOS Warhorse" means that certain newbuild hull, Official Number 1258860, under construction by HOS.

"HOS Wild Horse" means that certain newbuild hull, Official Number 1258861, under construction by HOS.

"HOSI" has the meaning specified in the recital of parties to this Agreement.

"HOSLIFT" means that certain U.S.-flag Vessel named HOSLIFT, Official Number 1259887, owned by HOS Port, LLC.

"Increased Amounts" means (a) the amount of all premiums, accrued interest and any principal amounts of such Debt attributable to interest that has been paid in kind and (b) reasonable expenses incurred in connection with the incurrence of any Permitted Refinancing Debt in respect of any Debt or Disqualified Stock.

"Indebtedness" means any and all amounts owing or to be owing by the Borrowers or any of the Guarantors, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising, in each case to the Administrative Agent, the Collateral Agent or any Lender under any Loan Document.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrowers under any Loan Document and (b) to the extent not otherwise described in subsection (a) above, Other Taxes.

"Indemnitee" has the meaning assigned to such term in Section 12.03(b).

"Information" has the meaning assigned to such term in Section 12.11.

"Intellectual Property" means all U.S. and non-U.S. (a) patents, (b) trademarks, service marks, trade names, trade dress, and other source identifiers, designs and domain names, (c) copyrights, (d) design rights, inventions, original works of authorship, trade secrets, confidential information, know-how, software and all other intellectual property or proprietary rights and interests, whether registered or unregistered, (e) all registrations and applications for registration related to the foregoing, (f) all licenses, contracts and agreements pursuant to which any Borrower grants or obtains any right to use any such intellectual property or proprietary rights or interests, together with any and all amendments, restatements, renewals, extensions, supplements and continuations thereof, and (g) all rights to sue for any infringement, misappropriation or other violation related to the foregoing, and all income, royalties, damages and payments due or payable therefor.

"Interest Payment Date" means (i) the last day of each March, June, September and December and (ii) solely to the extent a PIK Election Period is then in effect, the third anniversary of the Effective Date.

"Interest Period" means (i) initially, the date commencing on (and including) the Effective Date and ending on (and including) the first Interest Payment Date thereafter and (ii) thereafter, the first day after the immediately preceding Interest Payment Date (and including such first day) and ending on (and including) the immediately succeeding Interest Payment Date *provided*, that if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day.

"Investment" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees by the referent Person of, and Liens on any Properties of the referent Person securing, Debt or other obligations of other Persons), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions of Debt, Equity Interests or all or substantially all of the assets of a Person, or of other securities, and regardless of the form of consideration used to make any of the foregoing (whether cash, Vessels, Equity Interests or otherwise, or any combination thereof), together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP, and "Investment" means any of such Investments; *provided, however,* that the following shall not constitute Investments: (i) extensions of trade credit or other advances to customers on commercially reasonable terms in accordance with normal trade practices or otherwise in the ordinary course of business, (ii) Hedging Obligations and (iii) endorsements of negotiable instruments and documents in the ordinary course of business. If the Parent Borrower or any Restricted Subsidiary of the Parent Borrower sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Parent Borrower such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Parent Borrower, the Parent Borrower shall be deemed to have made an Investment on the date of any such sale or disposition equal to the Specified Value of the Equity Interests of such Restricted Subsidiary not sold or disposed of.

"Joint Venture" means any Person that is not a direct or indirect Subsidiary of the Parent Borrower in which the Parent Borrower or any of its Restricted Subsidiaries owns an Equity Interest that constitutes a significant portion of the Equity Interests of such Person.

"Junior Debt" means (i) any Debt or Disqualified Stock that is secured by a Lien on all or any portion of the Collateral that is junior in priority to the Liens securing the Indebtedness, (ii) any unsecured Debt or unsecured Disqualified Stock and (iii) any Debt or Disqualified Stock that is subordinated in right of payment to the Indebtedness or the Loan Guarantees, as the case may be.

"KEMOSABE" means that certain U.S.-flag Vessel named KEMOSABE, Official Number 1190172, owned by Hornbeck Offshore Operators, LLC.

"Lenders" means each of the lenders listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment, other than any such Person that ceases to be a party hereto pursuant to an Assignment.

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any 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 ("UCC") (or equivalent statutes) of any jurisdiction other than a precautionary financing statement respecting a lease not intended as a security agreement) or any assignment (or agreement to assign) any right to income or profits from any Property by way of security.

"Limited Condition Acquisition" means any Permitted Acquisition, Permitted Investment in a Permitted Business or acquisition of Vessels or related Property, including by way of merger, amalgamation or consolidation by the Parent Borrower or one or more of its Restricted Subsidiaries, the consummation of which is not conditioned upon the availability of, or on obtaining, third party financing.

"Loan Documents" means this Agreement, the Notes, Fee Letters, the Security Instruments, each Acceptable Pari/Junior Lien Intercreditor Agreement and each Acceptable Priority Lien Intercreditor Agreement.

"Loan Guarantees" means, collectively, the guarantees of the Indebtedness made by the Guarantors pursuant to the Guaranty Agreements.

"Loan Parties" means the Borrowers and the Guarantors, and "Loan Party" means any one of them.

"Loans" means the loans made by the Lenders to the Borrowers pursuant to this Agreement, including for the avoidance of doubt, Loans made pursuant to Section 2.01.

"Maritime Mortgage" means each, and "Maritime Mortgages" means every, mortgage over all or a portion of the Vessel Collateral, in substantially the forms of Exhibits F-1, F-2 or F-4, as applicable, or such other form reasonably determined by the Administrative Agent and the Collateral Agent to be appropriate in order to create a valid, enforceable and, when duly filed and recorded or registered, perfected second preferred mortgage or second priority mortgage under the laws of the applicable flag jurisdiction on the relevant Vessel Collateral, including for the applicable flag jurisdiction a statutory mortgage and the related separate deed of covenants, as applicable, with such preference or priority subject in each instance only to Permitted Maritime Liens.

"Material Adverse Effect" means a material adverse change in, or material adverse effect on (a) the business, Properties, condition (financial or otherwise) or results of operations of the Parent Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrowers and the Guarantors, taken as a whole, to perform any of their payment or other material obligations under the Loan Documents, (c) the validity or enforceability of any Loan Document or (d) the ability of the Administrative Agent or any Lender to enforce any of their respective material rights under the Loan Documents.

"Material Debt" means Funded Debt (other than the Loans) or Hedging Obligations, of any one or more of the Borrowers and the Guarantors in an aggregate principal amount exceeding $17,000,000. For purposes of determining Material Debt, the "principal amount" of any Hedging Obligations shall be the Swap Termination Value thereof.

"Material Real Property Interests" means (i) any Real Property Interests which are fee-owned by, or leased to, the Borrower or a Restricted Subsidiary as of the date hereof or acquired after the date hereof by a Loan Party, in either case, having a fair market value exceeding $1,750,000 on an individual basis as of the date hereof or for Real Property Interests acquired after the date hereof, at the time of its acquisition, (ii) leasehold interests of HOS Port, LLC, a Restricted Subsidiary, in (A) that certain tract of land pursuant to a contract of lease dated December 12, 2002, originally by and between Greater Lafourche Port Commission, as lessor, and Rowan Marine Services, Inc., as lessee, registered in COB 1519, page 165, under Entry No. 928941, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time) and (B) that certain tract of land pursuant to a contract of lease dated January 1, 2003, originally by and between Greater Lafourche Port Commission, as lessor, and ASCO USA, L.L.C., as lessee, registered in COB 1524, page 691, under Entry No. 932370, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time) and (iii) fee-owned interests of Hornbeck Offshore Operators, LLC, a Restricted Subsidiary, in that certain tract or portion of land, together with, among other things, all the buildings and improvements thereon, situated in Section 40, Township 6 South, Range 7 East, and Section 45, Township 7 South, Range 7 East, Tangipahoa Parish, Louisiana.

"Maturity Date" means March 31, 2026.

"Mexican Non-Possessory Pledge Agreement" means each, and "Mexican Non-Possessory Pledge Agreements" means every, Mexican law governed non-possessory pledge agreement over all or substantially all of the assets of each Guarantor that is organized in Mexico (or any state or other political subdivision thereof), including the marine insurance policies required under Mexican law for its Mexican-flag Vessel Collateral, between the Collateral Agent, as pledgee and each Guarantor that is organized in Mexico (or any state or other political subdivision thereof), as pledgor, in substantially the form of Exhibit F-8 or such other form reasonably determined by the Administrative Agent and Collateral Agent to be necessary.

"Minimum Fixed Charge Coverage Ratio Test" has the meaning assigned such term in Section 9.02(a).

"Minimum Liquidity Amount" means $25,000,000.

"Mortgage" means any mortgage, deed of trust, deed to secure debt, or similar document creating a Lien on and security interest in real property.

"MPSV" means a multi-purpose support vessel.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which a Loan Party or ERISA Affiliate has liability.

"Net Income" means, with respect to any Person, the net income (or loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however, (a) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with (i) any sale, lease, conveyance or other disposition of Property outside the ordinary course of business or (ii) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Debt of such Person or any of its Restricted Subsidiaries, (b) any extraordinary or nonrecurring gain (but not loss) and (c) the non-cash impact of the application of fresh start accounting principles as a result of the Debtors' emergence from bankruptcy, together with any related provision for taxes on such extraordinary or nonrecurring gain (but not loss). Time charters, bareboat charters and Vessel management or similar agreements shall not be included in (a)(i) above.

"Net Proceeds" means the aggregate cash proceeds received by the Parent Borrower or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale) (including, for the avoidance of doubt, any insurance proceeds received in the event of an Event of Loss), net of (without duplication) the following: (a) the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, sales commissions, recording fees, title transfer fees, title insurance premiums, appraiser fees and costs incurred in connection with preparing such asset for sale) and any relocation expenses incurred as a result thereof, (b) taxes paid or estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (c) amounts required to be applied to the repayment of Debt (other than (i) Indebtedness under this Agreement, (ii) Permitted Priority Lien Debt and (iii) any Debt that is secured by a Lien on the Property subject to such Asset Sale that ranks pari passu with or junior to the Liens on such Property securing the Indebtedness) secured by a Permitted Lien on the Property (including any Vessel Collateral) that was the subject of such Asset Sale (or otherwise to discharge Liens on such Property), and (d) any reserve established in accordance with GAAP or any amount placed in escrow, in either case for adjustment in respect of the sale price of such Properties, until such time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Proceeds shall include only the amount of the reserve so reversed or the amount returned to the Parent Borrower or its Restricted Subsidiaries from such escrow arrangement, as the case may be; provided that, no cash proceeds received by the Parent Borrower or any of its Restricted Subsidiaries during any fiscal year in respect of any Asset Sale shall constitute Net Proceeds until such proceeds (net of all amounts described in clauses (a) through (d) of the immediately preceding sentence) in respect of all Asset Sales consummated during such fiscal year exceed $2,500,000 per fiscal year (any such Asset Sale for which none of the proceeds thereof constitute Net Proceeds pursuant to this proviso, an "Excluded Asset Sale").

"Notes" means the promissory notes of the Borrowers described in Section 2.02(b) and being substantially in the form of Exhibit A together with any and all supplements, restatements, renewals, refinances, modifications, amendments, extensions for any period, increases and/or rearrangements thereof.

"Notice of Prepayment" has the meaning assigned to such term in Section 3.04(b).

"OFAC" means the United States Treasury Department's Office of Foreign Asset Control.

"Officer's Certificate" means a certificate signed on behalf of the Borrowers by a Responsible Officer of the Borrowers.

"OPA" has the meaning set forth in the definition of "Environmental Laws."

"Organizational Documents" shall mean, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Brazilian Security Instrument" means each security agreement, pledge agreement, charge, mortgage, deed of trust and any other agreements or any notices, certificates or other documents related thereto, in each case, governed by the laws of Brazil and executed and delivered by a Loan Party or any other Person as security for the payment or performance of the Indebtedness, as such agreements or documents may be amended, modified, supplemented or restated from time to time, including, without limitation (a) any private instrument of fiduciary assignment in guarantee of bank accounts and credit rights, (b) any private instrument of fiduciary sale in guarantee of quotas, (c) any letter of guaranty and (d) any private instrument of depositary services.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Mexican Security Instrument" means each security agreement, pledge agreement, charge, mortgage, deed of trust and any other agreements (including any Mexican Non-Possessory Pledge Agreements) or any notices, certificates or other documents related thereto, in each case, governed by the laws of Mexico and executed and delivered by a Loan Party or any other Person as security for the payment or performance of the Indebtedness, as such agreements or documents may be amended, modified, supplemented or restated from time to time, including, without limitation (a) any non-possessory pledge agreement, (b) any equity interest pledge agreement and (c) any stock pledge agreement.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.03).

"P.A. Subsidiary" means any Restricted Subsidiary (including a Restricted Specified Newbuild Subsidiary) of the Parent Borrower that is not a Loan Party and which is (i)(x) formed solely for the purpose of incurring or issuing Permitted Acquisition Debt, Debt issued under Section 9.02(b)(x) or Equity Interests of the Parent Borrower, as applicable, in connection with the consummation of a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property and/or the completion or construction of HOS Wild Horse and HOS Warhorse and purposes reasonably related thereto and engaging in activities strictly incidental to the foregoing or (y) acquired by the Parent Borrower or any of its Restricted Subsidiaries in a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property in which Permitted Acquisition Debt was incurred or assumed, and in each case which is designated as a P.A. Subsidiary pursuant to Section 8.12 and (ii) owned by a Loan Party that is not the Parent Borrower.

"P.A. Subsidiary Equity Contribution" means an Investment made by the Parent Borrower or any of its Restricted Subsidiaries in a P.A. Subsidiary with the cash proceeds from the issuance of Equity Interests by the Parent Borrower following the Effective Date which proceeds have been identified by the Parent Borrower to the Administrative Agent as being intended to be used to fund such Investment in connection with a Permitted Acquisition and/or the ongoing operation of the applicable P.A. Subsidiary and its Subsidiaries for twenty-four (24) months following consummation of the Permitted Acquisition so long as the issuance of such Equity Interests is approved by the Board of Directors of the Parent Borrower.

"Parent Borrower" has the meaning specified in the recital of parties to this Agreement.

"Pari Passu Equity-Paired Debt" means any Equity-Paired Debt that is secured by a Lien on all or any portion of the Collateral that is pari passu in priority to the Liens securing the Indebtedness.

"Participant" has the meaning assigned to such term in Section 12.04(c).

"Participant Register" has the meaning specified in Section 12.04(e).

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Acquisition" shall have the meaning provided in clause (c) of the definition of Permitted Investments.

"Permitted Acquisition Debt" means Debt or Disqualified Stock of any P.A. Subsidiary incurred, issued or assumed, or with respect to which any Property is acquired, in each case (a) to finance, or (b) that is secured by the assets acquired pursuant to, a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property, to the extent incurred, issued or assumed concurrently with such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property if, in each case on the date such Debt or Disqualified Stock was incurred, issued or assumed, either (1) the Parent Borrower would be permitted to incur at least

$1.00 of additional Debt or Disqualified Stock pursuant to the Minimum Fixed Charge Coverage Ratio Test or (2) the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately after such incurrence, issuance or assumption would be greater than the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately prior to such incurrence, issuance or assumption; provided that (i) except in the case of assumed Debt or assumed Disqualified Stock, the Permitted Acquisition LTV Ratio with respect to any such transaction shall be no greater than 75.0%, (ii) in the case of assumed Debt or Disqualified Stock only, such Debt or Disqualified Stock was not incurred in contemplation of the assumption of such Debt by the applicable Loan Party, (iii) any such Debt or Disqualified Stock described in this definition (1) shall not be secured by any Property other than (x) Property being acquired pursuant to such Permitted Acquisition of such Permitted Business or one or more Vessels or related Property, (y) a pledge of Equity Interests in the P.A. Subsidiary obligor under such Permitted Acquisition Debt and (z) other Property invested in the applicable P.A. Subsidiary, so long as such Investment is permitted under this Agreement (including any proceeds of any P.A. Subsidiary Equity Contribution or Excess PAD not otherwise applied to consummate a Permitted Acquisition of a Permitted Business or one or more Vessels or related Property), and other Property generated by the ongoing business operations of the applicable P.A. Subsidiary), (2) shall have as the sole obligors thereunder (subject to the proviso to this subclause (2) the P.A. Subsidiary formed for the purpose of consummating such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property and any P.A. Subsidiaries acquired by the Parent Borrower or any of its Restricted Subsidiaries in such Permitted Acquisition of a Permitted Business or one or more Vessels or related Property; provided that the Parent Borrower and its Restricted Subsidiaries may provide a guarantee of such Debt or Disqualified Stock in reliance on Section 9.02(b)(i)(2), (3) except in the case of assumed Debt or assumed Disqualified Stock, shall not mature and shall not have any mandatory or scheduled payments or sinking fund obligations prior to 91 days after the Maturity Date (except (x) as a result of a customary change of control or asset sale repurchase offer provisions, (y) for scheduled amortization, which shall not exceed 5.00% per annum and (z) for prepayments made solely with the cash flow attributable to the assets so acquired) and (4) except in the case of assumed Disqualified Stock, shall comply with clause (iv) of the definition of "Required Additional Debt Terms", (iv) the Collateral Agent shall be granted a Lien on 100% of the Equity Interests of each Subsidiary (other than any P.A. Subsidiary) of the Parent Borrower which owns Equity Interests of a P.A. Subsidiary (for the avoidance of doubt, the Collateral Agent shall not be required to be granted a Lien on the Equity Interests of any P.A. Subsidiary) and (v) the Parent Borrower shall deliver an Officer's Certificate to the Administrative Agent certifying compliance with the terms and conditions set forth in the preceding clauses (i) through (iv) of this proviso, and evidencing compliance with the financial incurrence test related to the Consolidated Fixed Charge Coverage Ratio set forth in this definition.

"Permitted Acquisition LTV Ratio" means, with respect to any issuance or incurrence of Permitted Acquisition Debt, the ratio of (i) the sum of the initial principal amount of such Permitted Acquisition Debt and any unused commitments in respect thereof (including revolving commitments and delayed draw term loan commitments) to (ii) the Specified Value of the assets purchased with the proceeds of such Permitted Acquisition Debt, in each case measured at the time of the issuance or incurrence of such Permitted Acquisition Debt.

"Permitted Business" means the business of providing marine transportation or marine logistics services or other businesses reasonably complementary or reasonably related thereto (as determined in good faith by the Parent Borrower's Board of Directors).

"Permitted Holder" means each of Ares Management LLC, Highbridge Capital Management, LLC and Whitebox Advisors LLC and, in the case of each of the foregoing, (i) any fund or other investment vehicle or managed account the investment decisions with respect to which are made by (x) such Permitted Holder or a direct or indirect subsidiary of such Permitted Holder or (y) an investment manager or other Person that manages such Permitted Holder or (ii) the Affiliates (other than any portfolio operating company) of each of the foregoing to the extent that the investment decisions with respect to which are made as specified in (x) or (y) above.

"Permitted Investments" means

(a) any Investment in (i) the Parent Borrower (including, without limitation, any acquisition of the Loans by the Borrowers in accordance with Section 12.04(g)) or in another Loan Party and/or (ii) a P.A. Subsidiary consisting of a P.A. Subsidiary Equity Contribution,

(b) any Investment in Cash Equivalents,

(c) any acquisition, whether by purchase, merger or otherwise, of (x) all or substantially all of the assets of a Person or all of the Equity Interests of a Person that is not, prior to such acquisition, a Subsidiary of the Parent Borrower or (y) one or more Vessels or related Property so long as, in each case, (i) such assets are acquired by a Loan Party or the Person so acquired becomes a Loan Party or (ii) in the case of any acquisition by or of a P.A. Subsidiary, (a) such acquisition shall be consummated in connection with the incurrence, issuance or assumption of Permitted Acquisition Debt or Equity Interests of the Parent Borrower and (b) no Investments in such P.A. Subsidiary following the date of such acquisition shall be made in reliance on this clause (c); provided, that in each case, Available Liquidity measured on a Pro Forma Basis as of the date on which such acquisition is consummated and after giving effect thereto shall be no less than the Minimum Liquidity Amount (any such acquisition, a "Permitted Acquisition"),

(d) any Investment made as a result of an Asset Sale (so long as the receipt of suchnon-cash consideration is permitted by Section 9.08),

(e) any Investment described on Schedule 9.01 and existing on the Effective Date,

(f) Investments in stock, obligations or securities received in settlement of any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower as a result of bankruptcy or insolvency proceedings or upon the foreclosure, perfection or enforcement of any Lien in favor of the Parent Borrower or any Restricted Subsidiary of the Parent Borrower, in each case as to any debts owing to the Parent Borrower or any Restricted Subsidiary of the Parent Borrower that arose in the ordinary course of business of the Parent Borrower or any such Restricted Subsidiary,

(g) any Investment in a Person to the extent such Investment was made or entered into in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Parent Borrower,

(h) Investments in a Person that is not a Loan Party (other than any Specified Newbuild Subsidiary) in an aggregate amount of all outstanding Investments made pursuant to this clause (h) during the term of this Agreement not to exceed $10,000,000,

(i) Investments in Specified Newbuild Subsidiaries consisting of (A) HOS Warhorse, the HOS Wild Horse and Specified Newbuild Related Assets related thereto, (B) Specified Newbuild Subsidiary Equity Contributions and/or (C) the proceeds received by the Parent Borrower or any Restricted Subsidiary from any Person in respect of liability of such Person for claims asserted by the Parent Borrower or any Restricted Subsidiary related to or pertaining to the construction of the HOS Warhorse and HOS Wild Horse; provided that, in each case of sub-clauses (A) through (C), (x) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (y) such Investment is made at the time at which any Specified Newbuild Debt is outstanding or in reasonable anticipation of such Specified Newbuild Debt being incurred (as determined in good faith by the Board of Directors of the Parent Borrower),

(j) intercompany loans, capital contributions and/or advances made to consummate a Foreign Vessel Reflagging Transaction, and

(k) additional Investments in an aggregate amount of all outstanding Investments made pursuant to this clause (k) during the term of this Agreement not to exceed $25,000,000; provided that) on a Pro Forma Basis, Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for the most recently completed Test Period less (x) drydocking capital expenditures of the Parent Borrower and its Restricted Subsidiaries for such Test Periodless (y) Consolidated Interest Expense of the Parent Borrower and its Restricted Subsidiaries for such Test Period (excluding, for purposes of this clause (k), any interest that is paid-in-kind (including PIK Interest) or is imputed non-cash interest expense in accordance with GAAP) shall be no less than $40,000,000 and provided, further that Investments under this clause (k) may not be made into any Specified Newbuild Subsidiary.

The amount of any Permitted Investment shall be determined in accordance with Section 1.07 and, for purposes of clause (k) of this definition only, the results of such determination shall be evidenced by an Officer's Certificate delivered to the Administrative Agent not later than the date of making any such Permitted Investment.

For purposes of determining whether any Investment (or proposed Investment) qualifies as a Permitted Investment, in the event that any such Investment meets the criteria of more than one of subparts (a) through (k), above, the Borrower shall be permitted to divide or classify such Investment on the date it is made in any manner that qualifies as a Permitted Investment, and such Investment will be treated as having been made pursuant to one or more of such subparts.

"Permitted Liens" means

(a) Liens securing:

(i) Permitted Priority Lien Debt incurred pursuant to Section 9.02(b)(ii);

(ii) Permitted Acquisition Debt incurred, issued or assumed pursuant to Section 9.02(b)(ix); provided that, such Liens shall not be on any Property other than Property that is expressly permitted to secure Permitted Acquisition Debt pursuant to the definition thereof;

(iii) liens on Specified Newbuild Debt issued by a Restricted Specified Newbuild Subsidiary incurred pursuant to Section 9.02(b)(x); provided that, such Liens shall not be on any Property other than the HOS Warhorse, the HOS Wild Horse, Specified Newbuild Related Assets, related cash of any Restricted Specified Newbuild Subsidiary (including the cash proceeds held by any Restricted Specified Newbuild Subsidiary from the issuance of Equity Interests of the Parent Borrower intended to be used to fund the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto), accounts receivable of any Restricted Specified Newbuild Subsidiary, Excess PAD and the Equity Interests of the Person that directly owns the HOS Warhorse and HOS Wild Horse (in the case of the Lien on such Equity Interests, solely to the extent that such Lien is permitted under the definition of Specified Newbuild Debt); and

(iv) Equity-Paired Debt incurred pursuant to Section 9.02(b)(xi); provided that, (x) such Liens shall not be on any Property other than Collateral and shall rank pari passu with or junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Pari/Junior Lien Intercreditor Agreement;

(b) Liens existing on the Effective Date and described on Schedule 9.03;

(c) any interest or title of a lessor under an operating lease or precautionary liens on Property covered by leases;

(d) Liens on Property (other than on Vessel Collateral and any Real Property Interests) of the Parent Borrower or any of its Restricted Subsidiaries to secure Debt incurred for the purpose of (i) financing all or any part of the purchase price of such Property incurred prior to, at the time of, or within 180 days after, completion of the acquisition of such Property or (ii) financing all or any part of the cost of construction, improvement or conversion of any such Property, provided that the amount of any such financing shall not exceed the amount expended in the acquisition of, or the construction, improvement or conversion of, such Property and such Liens shall not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof);

(e) Liens (other than on Vessel Collateral and any Real Property Interests) securing the performance of tenders, bids, statutory obligations, surety, appeal, return-of-the-money or performance bonds, government contracts, insurance obligations or other obligations of a like nature incurred in the ordinary course of business;

(f) Liens securing Permitted Refinancing Debt with respect to any Debt secured by Liens referred to in clauses (a), (b) and (d) above and in this clause (f); provided that:

(i) in the case of clause (a) above and this clause (f) (to the extent relating to clause (a)), such Debt could have originally been incurred in accordance with the applicable clause of Section 9.02(b) and such Liens comply with the applicable limitations set forth or referred to in clause (a) above; and

(ii) in the case of clauses (b) and (d) above and this clause (f) (to the extent relating to clauses (b) and (d) above), such Liens do not extend to any other Property of the Parent Borrower or a Restricted Subsidiary thereof (other than any accounts and contracts associated therewith, accessions thereto, and upgrades and proceeds thereof);

(g) with respect to any Real Property Interests, those Permitted Encumbrances (that are defined in any Mortgage), upon such Real Property Interests, including, but not limited to, Prior Recorded Interests with respect to such Real Property Interests, whether or not included in such Permitted Encumbrance definition;

(h) judgment Liens not giving rise to an Event of Default so long as any appropriate legal proceeding that may have been duly initiated for the review of such judgment has not been finally terminated or the period within which such proceeding may be initiated has not expired;

(i) Liens upon specific items of inventory or other goods and proceeds of the Parent Borrower or its Restricted Subsidiaries securing the Parent Borrower's or any such Restricted Subsidiary's obligations in respect of bankers' acceptances issued or created for the account of any such Person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business;

(j) legal or equitable Liens deemed to exist by reason of negative pledge covenants and other covenants or undertakings of a like nature;

(k)(1) Liens for Taxes not yet due or which are being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, (2) with respect to U.S.-flag Vessels, "preferred maritime liens" as defined in 46 U.S. Code §31301, and, with respect to non-U.S.-flag Vessels, those maritime liens that are given preferred status over a Maritime Mortgage under the laws of the applicable foreign-flag jurisdiction, in each case arising by law in the ordinary course of business for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, and (3) shipyard Liens and other Liens arising by operation of law in the ordinary course of business in constructing, operating, maintaining and repairing the Vessels, including any Liens for charters or leases of a Vessel, for sums either not yet due or being contested in good faith by appropriate action promptly initiated and diligently conducted, with such accruals as shall be required by GAAP having been made therefor, *provided,* that in each of case (1), (2) and (3), such contest will, more likely than not, not result in (i) the sale, forfeiture, confiscation, distraint, seizure, or loss of any Vessel Collateral or any interest therein in the course of any such proceedings, or as a result of any such Lien or (ii) any materially adverse effect on the interests of any mortgagee under the applicable Maritime Mortgage or other such mortgage or security;

(l) Liens created pursuant to the Loan Documents securing the Indebtedness;

(m) Liens in favor of the Borrowers and any other Loan Parties;

(n) customary rights of banks to set off deposits against Debt owed to said bank;

(o) Liens on cash collateral securing Debt permitted under Section 9.02(b)(xvi) in an aggregate amount outstanding not to exceed $600,000 at any time;

(p) leases and sub-leases, rights of use, passage or occupancy entered into in the ordinary course of business affecting the Real Property Interests;

(q) limitations and conditions under that certain Third Amended and Restated Trade Name and Trademark License Agreement between HFR, LLC and Hornbeck Offshore Operators, LLC, effective as of the Effective Date (the "Third Amended and Restated Trade Name and Trademark License Agreement"); and

(r) other Liens not otherwise permitted pursuant to the foregoing in the aggregate at any one time outstanding not to exceed $15,000,000; provided that, (1) with respect to any such Liens that secure debt for borrowed money or debt evidenced by bonds, indentures, notes, term loans or similar instruments, (x) such Liens shall not be on any Property other than Collateral and shall rank pari passu with or junior to the Liens on the Collateral securing the Indebtedness and (y) the trustee, agent or other representative of the holders of such Debt, together with the collateral agent for such holders, shall enter into an Acceptable Pari/Junior Lien Intercreditor Agreement and (2) in no event shall any Debt incurred or issued pursuant to Section 9.02(a) or Section 9.02(b)(i) be secured pursuant to this clause (r).

"Permitted Maritime Liens" means those Permitted Liens under clauses (a) (to the extent that such Liens comply with the applicable limitations set forth or referred to in such clause (a)), (b), (k) and (l) of the definition thereof.

"Permitted Priority Lien Debt" means any Debt that that is secured by a Lien on all or any portion of the Collateral that is either (x) senior in priority to the Liens securing the Indebtedness or (y) senior in priority to the Liens on a portion of the Collateral securing the Indebtedness and junior (or pari passu) in priority to the Liens on the balance of the Collateral securing the Indebtedness (Debt of the type described in this clause (y), "Crossing Lien Debt"); provided that, (i) such Debt shall not be incurred, issued or guaranteed by any Person that is not a Loan Party or secured by any Property that is not Collateral and (ii) on or before the date on which such Debt is incurred the Permitted Priority Lien Debt Representative and Permitted Priority Lien Debt Collateral Agent shall become a party to an Acceptable Priority Lien Intercreditor Agreement; provided, further, that as of the Effective Date, Debt under the Exit First Lien Credit Agreement shall constitute "Permitted Priority Lien Debt".

"Permitted Priority Lien Debt Collateral Agent" means the collateral agent or trustee or other representative of lenders or holders of Permitted Priority Lien Debt designated pursuant to the terms of such Debt and the applicable Acceptable Priority Lien Intercreditor Agreement, together with its successors and assigns in such capacity.

"Permitted Priority Lien Debt Representative" means, in the case of any series of Permitted Priority Lien Debt, the trustee, agent or representative of the holders of such series of Permitted Priority Lien Debt appointed as a representative of the Permitted Priority Lien Debt pursuant to the indenture, credit agreement or other agreement governing such series of Permitted Priority Lien Debt.

"Permitted Refinancing Debt" means any Debt of the Parent Borrower or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Debt of the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that (a) the principal amount of such Permitted Refinancing Debt does not exceed the principal amount of, plus Increased Amounts, if any, the Debt so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of reasonable expenses incurred in connection therewith), (b) such Permitted Refinancing Debt has a final maturity date no earlier than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (c) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Loans or the Loan Guarantees, as the case may be, such Permitted Refinancing Debt is subordinated in right of payment to the Loans or the Loan Guarantees on terms at least as favorable, taken as a whole, to the Lenders as those contained in the documentation governing the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (d) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is secured by all or any portion of the Collateral and is subject to an intercreditor agreement to which the Administrative Agent or the Collateral Agent is a party, (i) such Permitted Refinancing Debt shall not be secured by any Property other than Property that secured the Debt being extended, refinanced, renewed, replaced, defeased or refunded, (ii) the priority of the Liens on the Collateral securing such Permitted Refinancing Debt (if any) shall have the same or a lesser ranking relative to the Liens on the Collateral securing the Indebtedness than the Liens on the Collateral securing the Debt being extended, refinanced, renewed, replaced, defeased or refunded and (iii) such Permitted Refinancing Debt (if secured) shall be subject to a customary intercreditor agreement, subordination agreement, collateral trust agreement or other intercreditor arrangement (which may, if applicable, consist of a payment waterfall) in form and substance satisfactory to the Required Lenders, (e) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded is unsecured, such Permitted Refinancing Debt shall be unsecured, (f) such Debt is incurred either by the Parent Borrower or any of its Restricted Subsidiaries that is the obligor on the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, however, that the Parent Borrower or a Restricted Subsidiary of the Parent Borrower may guarantee Permitted Refinancing Debt incurred by the Borrowers, but only to the extent the Parent Borrower or such Restricted Subsidiary was an obligor or guarantor of the Debt being extended, refinanced, renewed, replaced, defeased or refunded; provided, further, however, that if such Permitted Refinancing Debt is subordinated to the Loans, such guarantee shall be subordinated to such Restricted Subsidiary's Loan Guarantee to at least the same extent and (g) if the Debt being extended, refinanced, renewed, replaced, defeased or refunded initially consisted of Permitted Acquisition Debt, Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary or Equity-Paired Debt or the initial incurrence, issuance or assumption thereof was conditioned upon compliance with clause (iii) or the provisos to clause (iv) of the Required Additional Debt Terms, the Permitted Refinancing Debt shall comply with the terms set forth in the definitions of Permitted Acquisition Debt, Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary, Equity-Paired Debt or clause (iii) and/or the provisos to clause (iv) of the Required Additional Debt Terms, as applicable (to the same extent that the initial Debt was required to comply with such terms, except that the use of proceeds of such Permitted Refinancing Debt shall be to extend, refinance, renew, replace, defease or refund the Debt being extended, refinanced, renewed, replaced, defeased or refunded).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, unincorporated organization, Governmental Authority or other entity.

"PIK Election Period" has the meaning assigned to such term in Section 3.02(f).

"PIK Interest" means the interest that accrues and is added to the outstanding principal balance of the Loans in accordance with Section 3.02(f), which shall thereafter be deemed principal bearing interest in accordance with Section 3.02(a), subject to Section 3.02(c).

"Plan Effective Date" has the meaning assigned to the term "Effective Date" in the Plan of Reorganization.

"Plan of Reorganization" has the meaning specified in the Recitals herein.

"Platform" has the meaning assigned to such term in Section 12.14(b).

"Prior Recorded Interests" means, ownership interests, servitudes, real rights, liens, leases and other interests in property that appear in the public records affecting the Real Property Interests and in existence as of the date hereof.

"Pro Forma Basis," "Pro Forma Compliance," and "Pro Forma Effect" shall mean, with respect to compliance with any test, financial ratio, or covenant hereunder, including, without limitation, Consolidated EBITDA, Consolidated Fixed Charge Coverage Ratio, Consolidated Interest Expense, Consolidated Net Income, and Total Leverage Ratio that all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable Test Period of measurement in such test, financial ratio or covenant, without duplication: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (1) in the case of a sale, transfer, or other disposition of all or substantially all of the Equity Interests in any Subsidiary of Parent Borrower or any division, product line, or facility used for operations of Parent Borrower or any of its Subsidiaries made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be excluded, and (2) in the case of an acquisition of one or more Vessels or related Property or a Permitted Investment made during the Test Period or subsequent to such Test Period and on or prior to the Calculation Date, shall be included, (b) any incurrence, assumption, guarantee or Redemption of Debt by the Parent Borrower or any of its Restricted Subsidiaries in connection therewith (it being agreed that if such Debt has a floating or formula rate, such Debt shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Debt as at the relevant date of determination) subsequent to the commencement of the Test Period for which such test, financial ratio or covenant hereunder is being calculated but prior to the date on which the event occurred for which the calculation of such test, financial ratio or covenant hereunder is made (the "Calculation Date"); (c) any delivery to, or acquisition by, the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures of any newly constructed Vessel

(or Vessels), whether constructed by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures or otherwise or any reactivated Vessel that has been a Stacked Vessel for more than twelve (12) months (including, but not limited to, offshore supply vessels, offshore service vessels, multi-purpose support vessels, other construction vessels, crewboats, fast supply vessels, anchor handling and towing supply vessels, tankers, tugs and tank barges) usable in the normal course of business of the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, that is (or are) subject to a Qualified Services Contract, (d) solely to the extent relating to or arising from a Permitted Acquisition or an acquisition of Vessels or related Property (or Equity Interests of a Person engaged in a Permitted Business), the amount of reasonably identifiable and factually supportable operating expense reductions and other expense synergies, including elimination of duplicative general and administrative expenses and the economic impact of the stacking of any acquired vessels, that are projected by the Borrowers in good faith to result from actions either taken or reasonably expected to be taken within 12 months of the determination to take such action, net of the amount of actual benefits realized prior to or during such period from such actions; provided that, in order for such operating expense reductions and other expense synergies to be taken into account for purposes of this definition, the Administrative Agent shall have received a certificate from a Responsible Officer of the Parent Borrower certifying that such operating expense reductions and other expense synergies are reasonably identifiable and factually supportable; provided, further, that if the amount of such operating expense reductions and other expense synergies exceed the greater of (x) $2,000,000 and (y) 10% of Consolidated EBITDA for the most recently ended Test Period (in the case of sub-clause (y), calculated before giving effect to such adjustment), the certificate described in the immediately preceding proviso shall instead be provided by the Board of Directors of the Parent Borrower and (e) any other transaction that may be given pro forma effect in accordance with Article 11 of Regulation S-X under the Securities Act as in effect from time to time; provided, further, however, that (i) the Consolidated EBITDA attributable to discontinued operations and operations or businesses disposed of prior to the Calculation Date, shall be excluded and (ii) the Consolidated Interest Expense attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Consolidated Interest Expense will not be obligations of the referent Person or any of its Restricted Subsidiaries following the Calculation Date. For purposes of clause (c) of this definition, the amount of Consolidated EBITDA attributable to such Vessel (or Vessels) shall be calculated in good faith by a Responsible Officer of the Borrowers and shall include in the calculation of the Consolidated Fixed Charge Coverage Ratio and the Total Leverage Ratio the revenues to be earned pursuant to the Qualified Services Contract relating to such Vessel (or Vessels), taking into account, where applicable, only contractual minimum amounts, and the estimated expenses related thereto. Such estimated expenses shall be based on the expenses previously incurred by any reactivated Stacked Vessel or, in the case of a new Vessel (or Vessels), expenses of the most nearly comparable Vessel in such Person's fleet or, if no such comparable Vessel exists, then on the industry average for expenses of comparable Vessels; provided, however, in determining the estimated expenses attributable to such new Vessel (or Vessels), the calculation shall give effect to the interest expense attributable to the incurrence, assumption or guarantee of any Debt relating to the construction, delivery, acquisition or reactivation of such Vessel (or Vessels) in accordance with clause (a) of this definition. Notwithstanding the foregoing, in any calculation of Consolidated Fixed Charge Coverage Ratio or Total Leverage Ratio based on the foregoing clause (c), the pro forma inclusion of Consolidated EBITDA attributable to such

Qualified Services Contract for the Test Period shall be reduced by the actual Consolidated EBITDA from such Vessel (or Vessels) previously earned and accounted for in the actual results for the Test Period. Further, where such Qualified Services Contract is held by a Joint Venture, the pro forma inclusion of Consolidated EBITDA attributable to such Qualified Services Contract shall be reduced by a percentage equal to the percentage of such Joint Venture's Equity Interests that is not owned by the Parent Borrower or any of its Restricted Subsidiaries as further adjusted in the manner provided in the immediately preceding sentence and such Consolidated EBITDA shall be further reduced to the extent that there is any contractual or legal prohibition on its distributions to the Parent Borrower or any of its Restricted Subsidiaries.

"Projections" has the meaning assigned to such term in Section 7.12.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, cash, securities, accounts, Intellectual Property and contract rights.

"Public Lender" has the meaning assigned to such term in Section 12.14(c).

"Qualified Services Contract" means, with respect to any newly constructed, substantially converted or substantially reconstructed offshore supply vessel or offshore service vessel (including, without limitation, any crew boat, fast supply vessel, multi-purpose support vessel (MPSV), other construction vessel and anchor-handling towing supply (AHTS) vessel, tug, double-hulled tank barge and double-hulled tanker or other complementary offshore marine vessel) delivered to the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures, or any such newly constructed, substantially converted or substantially reconstructed vessel constructed, converted or reconstructed for a third party and then acquired by the Parent Borrower or any of its Restricted Subsidiaries or Joint Ventures within 365 days of such vessel's original delivery date, or any reactivated Vessel (whether previously owned or recently acquired, constructed or converted) that has been a Stacked Vessel for a period of more than twelve (12) months, a contract that a Responsible Officer of the Borrowers acting in good faith, designates as a "Qualified Services Contract", which contract:

(a) provides for services to be performed by the Parent Borrower or one of its Restricted Subsidiaries or Joint Ventures involving the use of such vessel or a charter (bareboat or otherwise) of such vessel by the Parent Borrower or one of its Subsidiaries, in either case for a minimum period of at least 30 days; and

(b) provides for a fixed or minimum day rate or fixed or minimum volume or freight rates (including, if applicable, lay time and demurrage) for such vessel.

"Qualifying IPO" means an initial public offering and sale by the Parent Borrower (or its direct or indirect parent company) of Equity Interests in the Parent Borrower (or in its direct or indirect parent company, as the case may be) after the Effective Date pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act, other than a registration statement on Form S-4 or Form S-8 or their equivalent.

"Real Property Interests" means any interest of any kind including fee ownership, a leasehold orsub-leasehold interest, right of use, right of access, servitude or other possessory rights in and to such Property.

"Real Property Interests Collateral Requirements" means, with respect to any Material Real Property Interests subject to a Real Property Interests Mortgage and subject to the applicable time period set forth in this Agreement, the requirement that:

(a) the entity that owns such Material Real Property Interests shall be or shall have become a Loan Party and shall have: (i) duly authorized, executed and delivered (A) if necessary, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement in form and substance satisfactory to the Collateral Agent; (B) [reserved], and (C) a Mortgage and, if applicable, a Real Property Interests SNDA, with respect to such Material Real Property Interests; and (ii) caused such Mortgage and, if applicable, and subject to receipt of the lessor's counterpart signatures thereto as required pursuant to paragraph (b) below, such Real Property Interests SNDA, to be recorded in accordance with the laws of the applicable jurisdiction in which such Material Real Property Interests are located and such Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable mortgage upon such Material Real Property Interests under the laws of such applicable jurisdiction subject only to Permitted Liens;

(b) for those Material Real Property Interests that are leasehold interests in which a Loan Party is the lessee, the Loan Party shall have used commercially reasonable efforts to cause the lessor to duly authorize, execute and deliver a Real Property Interests SNDA;

(c) subject to the applicable time period set forth in this Agreement, all filings, deliveries of instruments and other actions necessary in the reasonable opinion of the Collateral Agent to perfect and preserve the security interests described in clause (a) above under the laws of the applicable jurisdiction shall have been duly effected and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to it; and

(d) the Collateral Agent shall, subject to the applicable time period set forth in this Agreement, have received each of the following with respect to any Real Property Interests Mortgage:

(i) a title insurance policy or policies, with such endorsements as the Collateral Agent may reasonably require, in amounts reasonably acceptable to the Collateral Agent and the Required Lenders (or continuation or date down endorsements to the existing title insurance policy of policies) confirming the record owner of the Real Property Interests and all Liens of record for such Material Real Property Interests;

(ii) evidence of insurance required by Section 8.08; and

(iii) if reasonably requested by the Collateral Agent and the Required Lenders, a legal opinion regarding due authorization, execution and enforceability of such Real Property Interest Mortgage from counsel to the Borrowers and other Loan Parties in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders.

"Real Property Interests Mortgage" means, with respect to any Material Real Property Interests, a Mortgage granting to the Collateral Agent a valid lien over such Real Property Interests, in the form of Exhibit F-5-1 or Exhibit F-5-2, hereto, as applicable.

"Real Property Interests SNDA" means, with respect to any Material Real Property Interests consisting of a leasehold interest, a subordination, non-disturbance and attornment agreement, substantially in the form of Exhibit F-6 hereto.

"Recipient" means (a) any Agent, and (b) any Lender, as applicable.

"Redeem" has the correlative meaning thereto.

"Redemption" means with respect to any Debt, the refinancing, repurchase, redemption, prepayment, repayment, or defeasance or any other acquisition or retirement for value (or the segregation of funds with respect to any of the foregoing) of such Debt, including by compromise, exchange, settlement at a discount, whether in an exchange offer, block purchases, open market repurchases or otherwise.

"Register" has the meaning assigned to such term in Section 12.04(b).

"Regulation D" means Regulation D of the Board, as the same may be amended, supplemented or replaced from time to time.

"Reinvestment Right" has the meaning assigned such term in Section 3.04(c)(ii).

"Rejection Notice" has the meaning assigned to such term in Section 3.04(c)(i).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors (including attorneys, accountants and experts) of such Person and such Person's Affiliates.

"Required Additional Debt Terms" means, with respect to any Debt or Disqualified Stock:

(i) such Debt or Disqualified Stock does not mature and does not have any mandatory or scheduled payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to (x) with respect to Pari Passu Equity-Paired Debt, the required payments on the Indebtedness hereunder being made on a pro rata basis relative to the Pari Passu Equity-Paired Debt or (y) in the case of any other Debt or Disqualified Stock, the prior making of any required payments on the Indebtedness hereunder);

(ii) such Debt or Disqualified Stock has no obligors other than Persons that are Loan Parties;

(iii) the terms of such Debt or Disqualified Stock shall provide that interest thereunder that accrues during a PIK Election Period shall be payable solely in kind (i.e., by being added to the outstanding principal balance of such Debt or Disqualified Stock) and shall not be payable in cash; and

(iv) subject to clauses (i) through (iii) of this definition, the terms of such Debt or Disqualified Stock shall be determined by the applicable Loan Parties and the holders of such Debt or Disqualified Stock; provided that, if such Debt or Disqualified Stock includes a financial maintenance covenant, such financial maintenance covenant shall be added to this Agreement for the benefit of the Lenders; provided, further, that any such financial maintenance covenant added to this Agreement for the benefit of the Lenders shall be deemed to have no further force or effect under this Agreement upon such Debt or Disqualified Stock that originally included such financial maintenance covenant being Redeemed in full and any Permitted Refinancing Debt in respect thereof does not include such financial maintenance covenant and is provided by Persons (including Persons that have received "allocations" of such Permitted Refinancing Debt) none of whom are holders of the Debt or Disqualified Stock that is being Redeemed and the receipt by the Administrative Agent of an Officer's Certificate certifying as to the occurrence of such Redemption.

"Required Lenders" means, at any time while no Loans are outstanding, Lenders having more than fifty percent (50%) of the total Commitments; and at any time while any Loans are outstanding, Lenders holding more than fifty percent (50%) of the sum of (i) outstanding aggregate principal amount of the Loans (without regard to any sale by a Lender of a participation in any Loan under Section 12.04(c)) and (ii) the total outstanding Commitments; provided that, at any time there are two or more Lenders (who are not Affiliates of one another or who are not Approved Lenders with respect to each other), "Required Lenders" must include at least two Lenders (who are not Affiliates of one another or who are not Approved Lenders with respect to each other). The Commitment and Loans of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means, as to any Person, the chief executive officer, the president, the chief financial officer, the principal accounting officer, the treasurer, the corporate finance director or the controller of such Person. Unless otherwise specified, all references to a Responsible Officer herein shall mean a Responsible Officer of the Borrowers.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Payment" has the meaning set forth in Section 9.01.

"Restricted Specified Newbuild Subsidiary" means a Specified Newbuild Subsidiary that the Parent Borrower has designated in writing to the Administrative Agent as a Restricted Subsidiary. It is agreed and understood that (i) the Parent Borrower shall not be permitted, after such designation, to redesignate such Restricted Specified Newbuild Subsidiary as a non-Restricted Subsidiary and (ii) no Specified Newbuild Subsidiary may be designated as a Restricted Subsidiary after the date on which such Subsidiary has incurred any Debt.

"Restricted Subsidiary" of a Person means any Subsidiary of such Person other than a Specified Newbuild Subsidiary of such Person (unless designated as a Restricted Specified Newbuild Subsidiary in accordance with the definition thereof).

"Sale Leaseback Transaction" shall mean any arrangement, directly or indirectly, with any Person whereby the Parent Borrower or any of its Restricted Subsidiaries shall sell, transfer or otherwise dispose of any Property, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred; provided that, (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (ii) such Sale Leaseback Transaction is consummated within 180 days of the disposition of such property.

"Sanctioned Country" means, at any time, a country or territory which is, or whose government is, the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in anySanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, or by the United Nations Security Council, Her Majesty's Treasury of the United Kingdom, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by, or owned 50 percent or more, directly or indirectly, by, any such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"SEC" means the Securities and Exchange Commission or any successor Governmental Authority.

"Secured Parties" means, collectively, the Agents, the Lenders and each sub-agent pursuant to Section 11.05 appointed by any Agent with respect to matters relating to the Loan Documents.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Instruments" means the Guaranty and Collateral Agreement, each Maritime Mortgage, the Assignments of Insurances, each Real Property Interests Mortgage, each Other Brazilian Security Instrument, each Other Mexican Security Instrument and any and all other agreements now or hereafter executed and delivered by the Borrowers or any other Person as security for the payment or performance of the Indebtedness (including, without limitation, any such agreements described on Schedule 8.17), as such agreements securing the Indebtedness may be amended, modified, supplemented or restated from time to time.

"Specified Equity Interests" means any Equity Interests of any Person that owns Vessel Collateral.

"Specified Newbuild Debt" means Debt of one or more Specified Newbuild Subsidiaries; provided that (i) the use of proceeds of Specified Newbuild Debt shall be limited to funding the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto, (ii) Specified Newbuild Debt may only be secured by Liens on the HOS Warhorse, the HOS Wild Horse, Specified Newbuild Related Assets, the Equity Interests of the Person that directly owns the HOS Warhorse and HOS Wild Horse and the cash proceeds of any Specified Newbuild Subsidiary Equity Contribution held by any Specified Newbuild Subsidiary, (iii) except to the extent otherwise agreed to by the Required Lenders in their discretion, the Collateral Agent shall be granted a Lien on the HOS Warhorse and HOS Wild Horse and any Specified Newbuild Related Assets to the extent a Lien on any of the foregoing is granted to secure Specified Newbuild Debt; provided that, (x) subject to clause (y), such Lien in favor of the Collateral Agent (1) shall be subject to the Specified Shipyard Liens and (2) shall not be junior in priority to any Lien on the HOS Warhorse and HOS Wild Horse and any Specified Newbuild Related Assets securing any Debt other than any such Lien securing Specified Newbuild Debt or Permitted Priority Lien Debt, (y) subject to clause (z), if such Lien in favor of the Collateral Agent is not permitted under the terms of the documentation governing the Specified Newbuild Debt after the Parent Borrower's use of reasonable best efforts to permit such Lien, the Collateral Agent shall instead be granted a Lien on the Equity Interests of the Person that owns the HOS Warhorse and HOS Wild Horse (and in such case such Equity Interests shall not be subject to any other Lien securing Debt (including the Specified Newbuild Debt), other than any such Lien securing the Indebtedness, Permitted Priority Lien Debt or Pari Passu Equity-Paired Debt) and (z) if such Lien on the Equity Interests of the Person that owns the HOS Warhorse and HOS Wild Horse is not permitted under the terms of the documentation governing the Specified Newbuild Debt after the Parent Borrower's use of reasonable best efforts to permit such Lien, the Collateral Agent shall instead be granted a Lien on the Equity Interests of the direct parent company of the entity that owns the HOS Warhorse and HOS Wild Horse (and in such case (i) such Equity Interests shall not be subject to any other Lien securing Debt (including the Specified Newbuild Debt), other than any such Lien securing the Indebtedness, Permitted Priority Lien Debt or Pari Passu Equity-Paired Debt and (ii) the Equity Interests of the entity that owns the HOS Warhorse and HOS Wild Horse shall not be subject to any Lien securing Debt, other than a Lien securing the Specified Newbuild Debt); provided, further, that any Lien granted in favor of the Collateral Agent pursuant to this clause (iii) shall be subject to documentation reasonably acceptable to the Required Lenders (including intercreditor arrangements with respect thereto), and shall be accompanied by ancillary documentation reasonably requested by the Required Lenders, (iv) the Person that owns the HOS Warhorse and HOS Wild Horse shall be the borrower under the Specified Newbuild Debt and shall own no assets other than the HOS Warhorse and HOS Wild Horse and Specified Newbuild Related Assets, (v) the Specified Newbuild Debt shall not be guaranteed by any Person (other than, if requested by the holders of the Specified Newbuild Debt, a holding company that itself is a Specified Newbuild Subsidiary and not a Loan Party and existing for the sole purpose of holding the Equity Interests of the borrower under the applicable Specified Newbuild Debt and holding no other assets other than assets of a de minimis nature) and (vi) the Specified Newbuild Debt shall not have any mandatory or scheduled payments or sinking fund obligations required to be made by the Parent Borrower or any Restricted Subsidiary thereof prior to 91 days after the Maturity Date or redemptions thereof (in each case, other than any Specified Newbuild Debt Permitted Redemption).

"Specified Newbuild Debt Permitted Redemption" means any optional payments or mandatory or scheduled payments or sinking fund obligations (x) made solely with a portion of the cash flow attributable to the HOS Warhorse, HOS Wild Horse or any Specified Newbuild Related Assets, (y) made with the Net Proceeds (ignoring for such purposes clause (c) of the definition thereof) from any disposition of the HOS Warhorse or HOS Wild Horse permitted under this Agreement or (z) made with the Specified Proceeds received by the Parent Borrower or any Restricted Subsidiary in respect of the HOS Warhorse, HOS Wild Horse or any Specified Newbuild Related Assets.

"Specified Newbuild Related Assets" means, with respect to each of the HOS Warhorse and HOS Wild Horse:

(a) prior to completion of the construction and the delivery of the applicable Vessel, (i) the rights and interests of the Person that directly owns such Vessel in (A) contracts, contract claims, defenses, causes of action relating or pertaining to contracts with Gulf Island Shipyards, LLC." and its predecessors and successors in interest; (B) the surety bonds issued by sureties in respect of the contracts for construction of the HOS Wild Horse and the HOS Warhorse, including all claims, causes of action against the sureties; (C) all contracts for the completion of the construction of each such Vessel with any shipyard that will perform such work, together with any other contracts with any other Person for services or equipment necessary for the completion of any such Vessel and its placement into service, (D) the builder's risk and other insurances with respect to each such Vessel, and (ii) all equipment and materials in the possession of Gulf Island Shipyards, LLC" or any other person or required to be purchased and furnished in order to complete the construction of each such Vessel; and

(b) after completion of the construction and the delivery of the applicable Vessel, the rights and interests of the Person that directly owns such Vessel in (i) the cash accounts receivable and earnings generated by such Vessel, (ii) any charter, lease or other contract for the use, employment or operation of such Vessel, and (iii) the hull and machinery, war risk, protection and indemnity and other insurances with respect to such Vessel.

"Specified Newbuild Subsidiary" means a direct or indirect Subsidiary of the Parent Borrower (a) who is, or is formed for the purpose of becoming, the borrower or the guarantor of any Specified Newbuild Debt, (b) whose sole purposes are (i) in the case of a Specified Newbuild Subsidiary that is or shall be the guarantor of any Specified Newbuild Debt, the ownership of another Specified Newbuild Subsidiary or (ii) the ownership of the HOS Warhorse and/or HOS Wild Horse (and, in each case, Specified Newbuild Related Assets related thereto), the completion of construction thereof and, in each case, activities reasonably incidental to the foregoing, (c) the assets of which do not consist solely of cash and/or Cash Equivalents and (d) that is (directly or indirectly) wholly-owned by the Parent Borrower. For the avoidance of doubt, if at any time a Specified Newbuild Subsidiary fails to satisfy the requirements of any of the foregoing clauses (a) through (d) for a period of longer than 10 Business Days, such Subsidiary shall cease to constitute a Specified Newbuild Subsidiary.

"Specified Newbuild Subsidiary Equity Contribution" means an Investment made by the Parent Borrower or any of its Restricted Subsidiaries in a Specified Newbuild Subsidiary with the cash proceeds from the issuance of Equity Interests of the Parent Borrower following the Effective Date which proceeds have been identified by the Parent Borrower to the Administrative Agent as being intended to be used to fund the completion of construction of the HOS Warhorse and/or HOS Wild Horse and purposes reasonably related thereto or to fund up to twenty-four (24) months of ongoing operations of a Specified Newbuild Subsidiary, in each case so long as such Investment has been approved by the Board of Directors of the Parent Borrower.

"Specified Proceeds" means the cash proceeds realized by the Parent Borrower or any of its Restricted Subsidiaries from the sale or assignment to an unrelated third party of any construction contract related to the HOS Warhorse or HOS Wild Horse or any other Vessel under construction as to which monies of whatsoever nature are paid to the Parent Borrower or any of its Restricted Subsidiaries in respect of such contracts, the HOS Warhorse or HOS Wild Horse or any other Vessel under construction, including, without limitation, the Vessel purchase price (or any refund thereof), commissions, insurances, bonds, damages, awards or judgments, in each case net of costs of the sale or assignment and amounts required to be applied to the repayment of Debt (excluding any Permitted Priority Lien Debt but including, where applicable, Specified Newbuild Debt) secured by a Permitted Lien on such Vessel under construction, which Lien is senior to the Lien on such Property securing the Indebtedness.

"Specified Qualified Appraisers" means (i) Dufour Laskay & Strouse, Inc., (ii) Fearnley Offshore, (iii) Clarksons Platou (iv) Pareto, (v) VesselsValue, (vi) Seabrokers Group and (vii) Arctic Offshore.

"Specified Shipyard Liens" shall mean the Liens in favor of Gulf Island Shipyard, LLC, with respect to which theUCC-1 financing statements described on Schedule 9.03 in which Gulf Island Shipyard, LLC is the "secured party" have been filed.

"Specified Transaction" shall mean, with respect to any period, any Investment (including a Permitted Acquisition), any asset acquisition or sale, incurrence or Redemption of Debt, Restricted Payment, Subsidiary designation, or other event or action that in each case by the terms of this Agreement requires Pro Forma Compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

"Specified Value" means, subject in all cases to Section 1.07:

(a) with respect to any Property (other than cash) below $2,500,000, the fair market value of such Property at the time of the event requiring such determination, as determined in good faith by management of the Parent Borrower;

(b) with respect to any Property (other than cash) equal to or above $2,500,000 but below $10,000,000, the fair market value of such Property at the time of the event requiring such determination, as determined in good faith by the Board of Directors of the Parent Borrower;

(c) with respect to any Property (other than cash) in excess of $10,000,000, the fair market value of such Property at the time of the event requiring such determination as determined by a reputable investment bank or accounting or appraisal firm, in each case that is reasonably satisfactory to the Required Lenders (it being agreed that, with respect to the appraisal of any Vessel or Vessels (or any Specified Equity Interests), the Specified Qualified Appraisers shall be deemed to be satisfactory to the Required Lenders); and

(d) with respect to cash, the aggregate amount thereof.

"Stacked Vessel" means (i) a Vessel that has been removed from service in the exercise of the Parent Borrower's reasonable judgment consistent with reasonable business practices in light of the facts known at the time the decision was made (including, without limitation, operating costs and available marketing opportunities), or (ii) any After-Acquired Vessel (whether by acquiring the Vessel or the entity that owns such Vessel) that was stacked at the time of its acquisition (including any period immediately prior to the acquisition of such After-Acquired Vessel that such After-Acquired Vessel was continuously stacked by its previous owner) or that, after becoming operational, has been removed from service in the exercise of the Parent Borrower's reasonable judgment consistent with reasonable business practices in light of the facts known at the time the decision was made (including, without limitation, operating costs and available marketing opportunities).

"Stated Maturity" means, with respect to any mandatory sinking fund or other installment of interest or principal on any series of Debt, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Debt, and shall not include any contingent obligations to repay, Redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof, but shall include any rights of the holders to require the obligor to repurchase such Debt at any particular date.

"Subsidiary" means any Person of which at least a majority of the outstanding Equity Interests having by the terms thereof ordinary voting power to elect a majority of the board of directors, manager or other governing body of such Person (irrespective of whether or not at the time Equity Interests of any other class or classes of such Person shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by the Parent Borrower or one or more of its Subsidiaries. Unless otherwise indicated herein, each reference to the term "Subsidiary" shall mean a direct or indirect Subsidiary of the Parent Borrower.

"Supplemental Perfection Certificate" means a certificate in substantially the form of Exhibit C or in any other form approved by the Required Lenders.

"Swap Termination Value" means, in respect of any Hedging Obligation, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Obligations, (a) for any date on or after the date such Hedging Obligations have been closed out and termination value(s) determined in accordance therewith, such termination value(s) and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Obligations, as determined by the counterparties to such Hedging Obligations.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Test Period" shall mean, for any determination under this Agreement, the four consecutive fiscal quarters of the Parent Borrower most recently ended on or prior to such date of determination and for which financial statements have been delivered to the Administrative Agent at the time of such determination.

"Total Assets" means, as of any date, the total assets of Parent Borrower and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Parent Borrower, determined on a Pro Forma Basis.

"Total Leverage Ratio" means, with respect to any Test Period, the ratio of (a) Debt of the Parent Borrower and its Restricted Subsidiaries as of the last day of such Test Period consisting of (i) indebtedness for borrowed money including, without limitation, any guarantee thereof, (ii) indebtedness evidenced by bonds, debentures, notes, term loans or similar instruments (or reimbursement agreements in respect thereof), (iii) letters of credit (to the extent of any unreimbursed amounts thereunder), (iv) Capital Lease Obligations and (v) Attributable Debt in respect of Sale Leaseback Transactions to (b) Consolidated EBITDA of the Parent Borrower and its Restricted Subsidiaries for such Test Period. For the avoidance of doubt, Total Leverage Ratio shall be determined for the relevant Test Period on a Pro Forma Basis.

"Transaction Expenses" shall mean any fees, costs, or expenses incurred or paid by the Borrowers in connection with the Transactions, this Agreement, and the other Loan Documents, and the transactions contemplated hereby and thereby.

"Transactions" means (a) with respect to the Borrowers, the execution, delivery and performance by the Borrowers of this Agreement, and each other Loan Document to which it is a party, the borrowing of Loans as contemplated by Section 2.01 and the granting of Liens by the Borrowers on Collateral pursuant to the Security Instruments, (b) with respect to each Guarantor, the execution, delivery and performance by such Guarantor of each Loan Document to which it is a party, the guaranteeing of the Indebtedness and the other obligations under the Guaranty Agreements by such Guarantor, and the granting of Liens by such Guarantor on Collateral pursuant to the Security Instruments (for the avoidance of doubt, excluding Excluded Assets (as defined in the Guaranty and Collateral Agreement)) and (c) the consummation of the Plan of Reorganization, including the transactions contemplated thereunder to be consummated on the Effective Date.

"UCC" has the meaning set forth in the definition of "Lien".

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolutions of any UK Financial Institution.

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001 and as modified, amended, supplemented or restated from time to time)) and the regulations and rules promulgated thereunder.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 5.03(g)(ii)(B)(3).

"Vessel Collateral" means, collectively, any Vessels subject to Liens in favor of the Collateral Agent, for the benefit of the Secured Parties, securing obligations of the Loan Parties under the Loan Documents and guaranties thereof, including, without limitation, all Vessels set forth on Schedule 8.14-1; *provided,* that, except when such Vessel shall constitute an Excluded Vessel, each of the HOS Warhorse and HOS Wild Horse shall be deemed to constitute Vessel Collateral upon each such Vessel's (i) delivery thereof to any Loan Party and (ii) documentation with the U.S. Coast Guard; *provided*, *further*, that prior to the satisfaction of the conditions in the immediately preceding proviso, each, except when such Vessel shall constitute an Excluded Vessel, of the HOS Warhorse and HOS Wild Horse shall be deemed to constitute Vessel Collateral for purposes of the definitions herein of "Event of Loss", "Permitted Liens" and "Specified Equity Interests" and for purposes of Section 9.01.

"Vessel Collateral Requirements" shall mean, with respect to any Vessel Collateral and subject to the applicable time period set forth in this Agreement, the applicable requirements set forth on Schedule 8.14-2.

"Vessels" means marine vessels, and "Vessel" shall mean any of such Vessels.

"Voting Stock" of any Person as of any date means the Equity Interest of such Person that is at the time entitled to vote in the election of the board of directors, managers or trustees of such Person.

"Weighted Average Life to Maturity" means, when applied to any Debt at any date, the number of years obtained by dividing (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (b) the then outstanding principal amount of such Debt.

"Wholly-Owned Restricted Subsidiary" means (a) any Restricted Subsidiary of which all of the outstanding Equity Interests (other than any directors' qualifying shares and Equity Interests held by other statutorily required minority shareholders) shall at the time be owned directly or indirectly by such Person or (b) any Restricted Subsidiary that is organized in a foreign jurisdiction and is required by the applicable laws and regulations of such foreign jurisdiction or its governmental agencies, authorities or state-owned businesses to be partially owned by the government of such foreign jurisdiction or individual or corporate citizens of such foreign jurisdiction in order for such Restricted Subsidiary to transact business in such foreign jurisdiction, *provided,* that such Person, directly or indirectly, owns the remaining Equity Interests in such Restricted Subsidiary and, by contract or otherwise, controls the management and business of such Restricted Subsidiary to substantially the same extent as if such Restricted Subsidiary were a Wholly-Owned Restricted Subsidiary.

"Wilmington Trust" means Wilmington Trust, National Association.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

"Withholding Agent" means the Parent Borrower and the Administrative Agent.

"Write-Down and Conversion Powers" means (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.03 [Reserved]

Section 1.04 Terms Generally; Rules of Construction. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise:

(a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time supplemented, restated, renewed, refinanced, modified, amended, extended for any period, increased and/or otherwise rearranged (subject to any restrictions on such supplements, restatements, renewals, refinances, modifications, amendments, extensions, increases and/or rearrangements as set forth in the Loan Documents);

(b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time;

(c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents);

(d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof,

(e) with respect to the determination of any time period, the word "from" means "from and including" and the word "to" means "to and including" and

(f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement.

No provision of this Agreement or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 1.05 Accounting Terms and Determinations; GAAP.

(a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements and certificates and reports as to financial matters required to be furnished to the Administrative Agent or the Lenders hereunder shall be prepared, in accordance with GAAP, as in effect from time to time; *provided,* that if the Parent Borrower notifies the Administrative Agent in writing that the Parent Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Parent Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn, such provision amended in accordance herewith

(b) When calculating the availability under any basket or ratio hereunder, in each case in connection with a Limited Condition Acquisition, the date of determination of such basket or ratio and of any Default or Event of Default shall, at the option of the Parent Borrower (which election shall be made, if at all, on the date the definitive agreements for such Limited Condition Acquisition are entered into), be the date the definitive agreements for such Limited Condition Acquisition are entered into and such baskets or ratios shall be calculated with such pro forma adjustments as are consistent with the pro forma adjustment provisions set forth in the definition of Pro Forma Basis after giving effect to such Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Debt and the use of proceeds thereof) as if they occurred at the beginning of the applicable period for purposes of determining the ability to consummate any such Limited Condition Acquisition, and, for the avoidance of doubt, (x) if any of such baskets or ratios are exceeded as a result of fluctuations in such basket or ratio (including due to fluctuations in Consolidated EBITDA of the Parent Borrower or the target company for the applicable measurement period) subsequent to such date of determination and at or prior to the consummation of the relevant Limited Condition Acquisition, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Acquisition is permitted hereunder and (y) such baskets or ratios shall not be tested at the time of consummation of such Limited Condition Acquisition or related transactions; provided that if the Parent Borrower elects to have such determinations occur at the time of entry into such definitive agreement, any such transactions (including any incurrence of Debt and the use of proceeds thereof) shall be deemed to have occurred on the date the definitive agreements are entered and to be outstanding thereafter for purposes of calculating any baskets or ratios hereunder after the date of such

agreement and before the consummation of such Limited Condition Acquisition unless and until such Limited Condition Acquisition has been abandoned, as determined by the Parent Borrower, prior to the consummation thereof; provided, further that the foregoing shall be inapplicable to any determination under clause (c) of the definition of Permitted Investments.

Section 1.06 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

Section 1.07 Valuation of Certain Investments and Restricted Payments.

Notwithstanding anything in this Agreement to the contrary, unless otherwise explicitly addressed in the definition of "Permitted Investment" or in any exception to Section 9.01, for purposes of determining the amount of an Investment made or Property acquired or any Restricted Payment of the type described in clause (i) or (ii) of the definition thereof made, in each case by the Parent Borrower or any Restricted Subsidiary thereof following the Effective Date, (a) the amount of any Investment so made shall be (1) the Specified Value of the amount actually invested (measured at the time made), without adjustment for subsequent increases or decreases in the value of such Investment minus (2) the amount of (x) dividends or distributions received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or Cash Equivalents and (y) liabilities or commitments assumed by the Person into which the Investment is being made pursuant to a customary agreement that releases or indemnifies the Parent Borrower or applicable Restricted Subsidiary from further liability (excluding, if applicable, the commitment to complete the construction of the HOS Warhorse and HOS Wild Horse under a future contract and excluding any such deduction made in reliance on this clause (y) to the extent the corresponding deduction in value is accounted for in the determination of the Specified Value of such Property); provided, that if such Investment is made with Collateral or proceeds of Collateral, such cash or Cash Equivalents are received by a Loan Party in a deposit account or securities account, as applicable, that is subject to an Account Control Agreement, (b) the amount of any Property so acquired shall be the Specified Value of the Property at the time of acquisition; provided that, if such Property so acquired is subsequently invested or is the subject of a Restricted Payment of the type described in clause (i) or (ii) of the definition thereof, clause (a) or (c) of this paragraph, as applicable, shall apply and (c) the amount of any Restricted Payment of the type described in clause (i) or (ii) of the definition thereof so made shall be the Specified Value at the time such Restricted Payment is made.

**ARTICLE II**
**The Commitments**

Section 2.01 Commitment. Subject to the terms and conditions set forth herein, each Lender severally agrees that it shall be deemed, pursuant to the Plan of Reorganization, to (i) have made a Loan to the Borrower on the Effective Date in U.S. Dollars in an aggregate principal amount equal to such Lender's Commitment and (ii) have executed and delivered this Agreement, regardless of whether such Lender has executed and delivered a signature page hereto. The initial aggregate principal amount of the Loans deemed made on the Effective Date shall be equal to the aggregate amount of the Commitments set forth on Schedule 2.01. The deemed making of the Loans by the Lenders on the Effective Date as contemplated by this Section 2.01 shall satisfy, dollar for dollar, such Lender's obligation to make Loans on the Effective Date. Upon the deemed making of the Loans pursuant to this Section 2.01, the Commitments shall terminate in full. Any amounts paid or prepaid in respect of the Loans may not be reborrowed.

Section 2.02 Borrowings; Several Obligations.

(a) Each Loan made shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective Commitments. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Any Lender may request that the Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns, substantially in the form of Exhibit A (with a copy to the Administrative Agent) dated (i) the Effective Date or (ii) the effective date of an Assignment pursuant to Section 12.04(b), in a principal amount equal to its Commitment as originally in effect and otherwise duly completed and such substitute Notes as required by Section 12.04(b); *provided,* that promissory notes requested in amounts less than $1,000,000 shall require the consent of the Parent Borrower, such consent not to be unreasonably withheld or delayed. The date, amount, interest rate and Interest Period of each Loan made by each Lender and all payments made on account of the principal thereof, shall be recorded by such Lender on its books and maintained in accordance with its usual practice. Failure to make such recordation shall not affect any Lender's or the Borrowers' rights or obligations in respect of such Loans. In the event that one or more Notes shall be issued after the Effective Date, it shall not be necessary to tender or present any such Note to the Administrative Agent for any payment hereunder, including on the Maturity Date.

(c) To request a Borrowing, the Borrowers shall deliver to the Administrative Agent, for distribution to the Lenders, a written Borrowing Request in substantially the form of Exhibit B-1 and signed by the Borrowers, not later than 12:00 p.m., Eastern time, three Business Days before the date of the proposed Borrowing (or such later date as agreed to by the Administrative Agent).

Section 2.03 Replacement of Lenders. The Parent Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 5.01 or 5.03, (b) fails to vote in favor of any measure requiring the affirmative vote of one hundred percent (100%) of the Lenders or all affected Lenders (and such measure has otherwise received the affirmative vote by the Required Lenders) or (c) is a Defaulting Lender, with any Person that meets the requirements to be an assignee under Section 12.04; *provided*, that:

(i) such replacement does not conflict with any Governmental Requirement;

(ii) no Event of Default shall have occurred and be continuing at the time of such replacement that has not been waived in accordance with the terms hereof;

(iii) prior to any such replacement, such Lender shall have taken no action under Section 5.04 so as to eliminate the continued need for payment of amounts owing pursuant to Section 5.01 or 5.03(a);

(iv) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement;

(v) [reserved];

(vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 12.04 *(provided*, that any replaced Lender shall be deemed to have consented to the assignment and delegation of its interests, rights and obligations if it does not execute and deliver an Assignment to the Administrative Agent within three (3) Business Days after having received a request therefor, and the Borrowers shall be obligated to pay the registration and processing fee referred to therein);

(vii) until such time as such replacement shall be consummated, the Borrowers shall pay all additional amounts (if any) required pursuant to Section 5.01 or 5.03(a), as the case may be; and

(viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender.

Section 2.04 Defaulting Lenders. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(a) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders.

(b) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article X or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 12.08 shall be applied by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder (including any legal fees and expenses); second, as the Parent Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; third, if so determined by the Parent Borrower, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential

future funding obligations with respect to Loans under this Agreement (solely to the extent any such obligation exists); fourth, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, so long as no Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided,* that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 6.01 were satisfied or waived, such payment shall be applied solely to pay the Loans of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata under the applicable facility. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

## ARTICLE III
## Payments of Principal and Interest; Prepayments; Fees

Section 3.01 Repayment of Loans. The Borrowers hereby unconditionally promise to pay to the Administrative Agent, for the account of each Lender, the then unpaid principal amount of each Loan on the Maturity Date.

Section 3.02 Interest.

(a) Loans. The Loans shall bear interest at the Applicable Interest Rate, but in no event to exceed the Highest Lawful Rate.

(b) [Reserved].

(c) Post-Default. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, upon the request of the Required Lenders, all Loans outstanding hereunder shall bear interest from and after the date of such Event of Default until such Event of Default has been cured or waived, after as well as before judgment, at a rate per annum equal to two percent (2.00%) plus the then applicable rate of interest accruing on such Loan as provided in Section 3.02(a), but in no event to exceed the Highest Lawful Rate.

(d) Interest Payment Dates. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and on the Maturity Date and, except as expressly set forth in Section 3.02(f), shall be payable entirely in cash; provided that (i) interest accrued pursuant to Section 3.02(c) shall be payable on demand and (ii) in the event of any repayment or prepayment of any Loan, accrued interest (including any PIK Interest) on the principal amount repaid or prepaid shall be payable in cash on the date of such repayment or prepayment.

(e) Interest Rate Computations. All interest hereunder shall be computed on the basis of a year of 360 days, unless such computation would exceed the Highest Lawful Rate, in which case interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(f) Interest Paid in Kind.

(i) Except as expressly set forth in this Section 3.02(f), interest on each Loan for any Interest Period shall be payable entirely in cash (such interest, "Cash Interest"). In lieu of paying interest on the Loans entirely in Cash Interest, at the Parent Borrower's election and upon written notice to the Administrative Agent (for further distribution to the Lenders) at least five (5) Business Days prior to the commencement of any Interest Period (such election, a "PIK Interest Election"), interest payable at the end of such Interest Period shall be payable in part as Cash Interest and in part as PIK Interest, with the split between Cash Interest and PIK Interest determined pursuant to the definition of Applicable Interest Rate (any Interest Period in which the Parent Borrower has elected to pay a portion of interest at the end of such Interest Period in PIK Interest, a "PIK Election Period"); provided that, (i) notwithstanding the foregoing, the Parent Borrower may, upon written notice to the Administrative Agent (for further distribution to the Lenders) at least five Business Days prior to the Interest Payment Date at the end of any PIK Election Period, irrevocably revoke any PIK Interest Election, in which case (x) interest on each Loan for such Interest Period shall be payable entirely in cash (and the amount of interest payable in cash shall be determined pursuant to the definition of Applicable Interest Rate) and (y) such Interest Period shall, from and after the date on which the Administrative Agent receives such notice, cease to constitute a PIK Election Period and (ii) in the case of any prepayment or repayment of the principal amount of any Loans, including on the Maturity Date, all accrued and unpaid interest on the principal amount prepaid or repaid shall be payable in cash. Unless the context otherwise requires, for all purposes hereof, references to "principal amount" of Loans refers to the original face amount of the Loans, less where applicable any previous principal payments, plus any increase in the principal amount of the outstanding Loans, including as a result of payments of PIK Interest. The entire unpaid balance of principal resulting from all PIK Interest shall be immediately due and payable in full in immediately available funds on the Maturity Date.

(ii) Notwithstanding any other provision of this Agreement, on any Interest Payment Date on or after any accrual period that ends after the date that is five years after the Effective Date, the Borrowers shall also pay a minimum amount of accrued and unpaid interest on the Loan (including any PIK Interest) in cash as shall be necessary to ensure that the Loan shall not be considered "applicable high yield discount obligations" ("AHYDOs") within the meaning of Section 163(i) of the Code, or any successor provision. If definitive guidance is published by the Internal Revenue Service clarifying the application of the AHYDO rules in such a way that would require lesser payments than those described in the preceding paragraph, the amounts of the required payments shall be reduced or eliminated to the greatest extent that would permit the Loans to be exempt from treatment as AHYDOs under such guidance.

Section 3.03 [Reserved]

Section 3.04 Prepayments.

(a) Optional Prepayments. The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, subject to prior notice in accordance with Section 3.04(b).

(b) Notice and Terms of Optional Prepayment. The Parent Borrower shall notify the Administrative Agent by delivery of a notice of prepayment in the form of Exhibit B-2 hereto ("Notice of Prepayment") executed by a Responsible Officer of any prepayment hereunder not later than 1:00 p.m., Eastern time, two (2) Business Days before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, a Notice of Prepayment may state that such notice is conditioned upon the occurrence of a specified event, in which case such notice may be revoked by the Parent Borrower (by written notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each prepayment hereunder shall be in an amount that is an integral multiple of $1,000,000 (or such lesser amount or integral to repay a Borrowing in full). Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 3.02.

(c) Asset Sale and Specified Proceeds Mandatory Prepayments.

(i) Subject to Section 3.04(c)(iii) below, if a prepayment shall be required under this Section 3.04(c)(i), not later than five (5) Business Days following the date on which any Asset Sale is consummated (other than any Excluded Asset Sale) or the Parent Borrower or any Restricted Subsidiary receives any Specified Proceeds, the Parent Borrower shall deliver an Officer's Certificate to the Administrative Agent which shall specify in reasonable detail (x) the aggregate amount of Net Proceeds of such Asset Sale (or, as applicable, the aggregate amount of Specified Proceeds received by the Parent Borrower and its Restricted Subsidiaries) and (y) the amount of such Net Proceeds (or, as applicable, the amount of Specified Proceeds) that is required to be offered by the Parent Borrower to the Lenders to prepay the Loans, as determined pursuant to the table immediately below and taking into account the provisions in Sections 3.04(c)(ii) through (v).

| Type of Asset Sale or other event | Percentage of Net Proceeds (or Specified Proceeds) subject to prepayment requirement | Percentage of Net Proceeds (or Specified Proceeds) eligible for Reinvestment Right |
|---|---|---|
| "Event of Loss" | 100% | 100% |
| Receipt of "Specified Proceeds" | 100% | 100% |
| 9.08(b)(i): Asset Sales of Stacked Vessels or Vessels that are no longer useful in the business of the Parent Borrower and its Restricted Subsidiaries | 100% | 66% |

| | | |
|---|---|---|
| 9.08(b)(ii): Sale Leaseback Transactions | 50% | 0% |
| 9.08(b)(iii): other Asset Sales | 100% | 100%, and in the case of each of HOS Warhorse and HOS Wild Horse, 66% |

The Administrative Agent shall provide such Officer's Certificate to the Lenders to be offered to prepay the Loans (a "Prepayment Offer"), each of whom may decline all but not less than all of its pro rata share of the Net Proceeds or Specified Proceeds, as applicable, required to prepay the Loans (any such amounts not accepted, the "Declined Amounts") by providing written notice (a "Rejection Notice") to the Administrative Agent and the Parent Borrower no later than 5:00 p.m., Eastern time, five Business Days after the date on which the Administrative Agent provides such Officer's Certificate to the Lenders (and the Administrative Agent shall provide the Parent Borrower with the date on which such Officer's Certificate is so provided). If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time period specified above, such Lender shall be deemed to have accepted the full amount of its share of the Prepayment Offer. The Borrowers shall prepay all Loans required to be prepaid by it under this Section 3.04(c)(i) no later than two Business Days after expiration of the time period specified above. Any Declined Amounts shall no longer be subject to this Section 3.04(c)(i) and may be used by the Parent Borrower or any of its Restricted Subsidiaries in any manner not prohibited by this Agreement.

(ii) Subject to Section 3.04(c)(iii) below, notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i), if, at the time that any such prepayment offer would be required under Section 3.04(c)(i), the Parent Borrower or any of its Restricted Subsidiaries is required to prepay, repay or repurchase (or offer to prepay, repay or repurchase) any Pari Passu Equity-Paired Debt (to the extent any such Debt is then outstanding) with Net Proceeds of an Asset Sale or with any Specified Proceeds, then the relevant Person may apply the Net Proceeds or Specified Proceeds, as applicable, that are required to be applied to the Loans under this Section 3.04(c) on a pro rata basis to the prepayment of the Loans and to the prepayment, repurchase or repayment of such Pari Passu Equity-Paired Debt (determined on the basis of the aggregate outstanding principal amount of the Loans and such Pari Passu Equity-Paired Debt at such time); it being understood that (1) the portion of the Net Proceeds or Specified Proceeds, as applicable, allocated to Pari Passu Equity-Paired Debt shall not exceed the amount of the Net Proceeds or Specified Proceeds required to be allocated to Pari Passu Equity-Paired Debt pursuant to the terms thereof (and the remaining amount, if any, of such Net Proceeds shall be allocated to the Loans in accordance with the terms hereof), and the amount of the prepayment of the Loans that would have otherwise been required pursuant to Section 3.04(c)(i) shall be reduced accordingly and (2) to the extent the holders of Pari Passu Equity-Paired Debt decline to have such Debt prepaid or repurchased, the declined amount shall promptly be offered to prepay the Loans pursuant to a Prepayment Offer in accordance with Section 3.04(c)(i), and shall be applied to prepay the Loans in accordance with Section 3.04(c)(i) (other than with respect to any Declined Amounts).

(iii) Notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i), if, at the time that any such prepayment offer would be required under Section 3.04(c)(i), the Parent Borrower or any of its Restricted Subsidiaries is required to prepay, repay or repurchase (or offer to prepay, repay or repurchase) any Permitted Priority Lien Debt (to the extent any such Debt is then outstanding) with Net Proceeds of an Asset Sale or with Specified Proceeds, then the relevant Person may apply 100% of the Net Proceeds or Specified Proceeds, as applicable, that would otherwise be required to be applied to the Loans under this Section 3.04(c) to the prepayment, repurchase or repayment of any such Permitted Priority Lien Debt; it being understood that (1) the portion of the Net Proceeds or Specified Proceeds, as applicable, allocated to the Permitted Priority Lien Debt shall not exceed the amount of the Net Proceeds or Specified Proceeds required to be allocated to the Permitted Priority Lien Debt pursuant to the terms thereof (and the remaining amount, if any, of such Net Proceeds or Specified Proceeds shall be allocated to the Loans in accordance with the terms hereof), and the amount of the prepayment of the Loans that would have otherwise been required pursuant to Section 3.04(c)(i) shall be reduced accordingly and (2) to the extent the holders of the Permitted Priority Lien Debt decline to have such Debt prepaid or repurchased, the declined amount shall promptly be offered to prepay the Loans pursuant to a Prepayment Offer in accordance with Section 3.04(c)(i) (or the Loans and the Pari Passu Equity-Paired Debt under Section 3.04(c)(ii), if applicable), and shall be applied to prepay the Loans in accordance with Section 3.04(c)(i) or Section 3.04(c)(ii), as applicable (other than with respect to any Declined Amounts).

(iv) Notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i), with respect to any Net Proceeds realized or received with respect to any Asset Sale or any Specified Proceeds, in each case other than Net Proceeds that are not eligible for the Reinvestment Right (as defined below) pursuant to the table set forth in Section 3.04(c)(i), if the Parent Borrower elects to reinvest the permitted percentage (set forth in the table in Section 3.04(c)(i)) of such Net Proceeds or Specified Proceeds in assets useful in the business of the Loan Parties (excluding cash or Cash Equivalents), then the Parent Borrower shall not be required to make a mandatory prepayment offer under Section 3.04(c)(i) in respect of such Net Proceeds or Specified Proceeds that are so reinvested within 365 days following receipt thereof (such period, the "Reinvestment Period"; and such right to reinvest such Net Proceeds, the "Reinvestment Right"); provided that, that to the extent that such Net Proceeds or Specified Proceeds have not been so reinvested prior to the expiration of the Reinvestment Period, the Parent Borrower shall, subject to Section 3.04(c)(iii), within three (3) Business Days of the expiration of the Reinvestment Period, apply such non-reinvested Net Proceeds or Specified Proceeds to the prepayment of Loans as provided in Section 3.04(c)(i)—(iii).

(v) Notwithstanding the prepayment offer requirement set forth in Section 3.04(c)(i) and subject to Section 3.04(c)(iii), any prepayment referred to in Section 3.04(c)(i) attributable to any Foreign Subsidiary is subject to permissibility under local law (e.g., financial assistance, thin capitalization, corporate benefit, restrictions on upstreaming of cash intra-group and the fiduciary and statutory duties of the directors of the relevant Subsidiaries). Further, there will be no requirement to make any prepayment to the extent that the Parent Borrower or any of its Restricted Subsidiaries would suffer material adverse tax consequences as a result of upstreaming or repatriating cash to make such prepayment

(including the imposition of withholding taxes); provided that, a material adverse tax consequence shall only arise to the extent that a prepayment would materially increase the amount of tax that the Parent Borrower or any of its Restricted Subsidiaries would otherwise be required to pay if such prepayment were not made, taking into account the availability of any items of deduction or credit (but excluding any net operating losses) of the Parent Borrower and its Restricted Subsidiaries to offset the amount of income required to be included or the amount of tax required to be paid by the Parent Borrower or any of its Restricted Subsidiaries. This non-application of amount as a result of the foregoing provisions will not constitute an Event of Default and such amounts shall be available for general corporate purposes of the applicable Foreign Subsidiary. The Parent Borrower and each Foreign Subsidiary will undertake to use its reasonable best efforts to overcome or eliminate any such restrictions and/or minimize any such costs of prepayment (subject to the considerations above) to make the relevant prepayment (all as determined in accordance with the Parent Borrower's reasonable business judgment). Notwithstanding the foregoing, any prepayments required after application of the above provision shall be net of any costs, expenses or taxes incurred by the Parent Borrower (or its direct or indirect members) or any of its Restricted Subsidiaries and arising as a result of compliance with the preceding sentence, and the Parent Borrower and its Restricted Subsidiaries shall be permitted to make, directly or indirectly, a dividend or distribution to its affiliates in an amount sufficient to cover such tax liability, costs or expenses.

(d) Unpermitted Debt Mandatory Prepayment(e) . If following the Effective Date, the Parent Borrower or any Restricted Subsidiary incurs or issues any Debt or Disqualified Stock not expressly permitted to be incurred or issued pursuant to Section 9.02, the Parent Borrower shall cause to be prepaid an aggregate principal amount of Loans equal to 100% of all Net Proceeds received therefrom on or prior to the date which is two Business Days after the receipt of such Net Proceeds.

Section 3.05 Fees.

(a) Administrative Agent Fees. The Borrowers agree to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent in the applicable Fee Letter.

(b) Other Fees. The Borrowers agree to pay to the Lenders as of the Effective Date, fees payable in the amounts and at the times separately agreed upon between the Borrowers and such Lenders in the applicable Fee Letter.

## ARTICLE IV
## Payments; Pro Rata Treatment; SharingSet-offs

Section 4.01 Pro Rata Treatment; Sharing of Set-offs.

(a) Payments by the Borrowers. The Borrowers shall make each payment required to be made by them hereunder (whether of principal, interest, fees or reimbursement of amounts payable under Section 5.01, Section 5.03 or otherwise) prior to 12:00 p.m., Eastern time, on the date when due, in immediately available funds, without defense, deduction, recoupment,

set-off or counterclaim. Fees, once paid, shall be fully earned and shall not be refundable under any circumstances. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices specified in Section 12.01, except that payments pursuant to Section 5.01, Section 5.03 and Section 12.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate Recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in U.S. dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder (plus any fees and expenses owed to the Administrative Agent), pro rata among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations (other than pursuant to Section 5.01, Section 5.03 and Section 12.03) greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (i) notify the Administrative Agent of such fact, and (ii) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided,* that:

(A) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and

(B) the provisions of this Section 4.01(c) shall not be construed to apply to (1) any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement or (2) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Parent Borrower or any of its Subsidiaries (except if such assignment is pursuant to Section 12.04(g), as to which the provisions of this Section 4.01(c) shall not apply). The Borrowers consent to the foregoing and agree, to the extent they may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

Section 4.02 Presumption of Payment by the Borrowers. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may (but shall have no obligation to), in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 4.03 Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 4.02 then the Administrative Agent may (notwithstanding any contrary provision hereof) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid. If at any time prior to the acceleration or maturity of the Loans, the Administrative Agent shall receive any payment in respect of principal of a Loan while one or more Defaulting Lenders shall be party to this Agreement, the Administrative Agent shall apply such payment first to the Borrowing(s) for which such Defaulting Lender(s) shall have failed to fund its pro rata share until such time as such Borrowing(s) are paid in full or each Lender (including each Defaulting Lender) is owed its Applicable Percentage of all Loans then outstanding. After acceleration or maturity of the Loans, all principal will be paid ratably as provided in Section 10.02(c).

## ARTICLE V
## Increased Costs; Taxes; Illegality

Section 5.01 Increased Costs.

(a) Changes in Law. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient in accordance with Section 5.01(c), the Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time upon request of such Lender in accordance with Section 5.01(c), the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Certificates. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 5.01(a) or (b) together with reasonable supporting documentation shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Effect of Failure or Delay in Requesting Compensation. Failure or delay on the part of any Lenders to demand compensation pursuant to this Section 5.01 shall not constitute a waiver of such Lender's right to demand such compensation; *provided*, that the Borrowers shall not be required to compensate a Lender pursuant to this Section 5.01 for any increased costs incurred or reductions suffered more than 180 days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided, further,* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 5.02 [Reserved]

Section 5.03 Taxes.

(a) For purposes of this Section 5.03, the term "applicable law" includes FATCA.

(b) Payments Free of Taxes. The Borrowers shall cause any and all payments by or on account of any obligation of any Loan Party under any Loan Document to be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the

applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes. Without duplication of Section 5.03(b) (Payments Free of Taxes), the Borrowers shall, and shall cause the other Loan Parties to, pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. Without duplication of any obligation under Section 5.03(b) (Payments Free of Taxes) and Section 5.03(c) (Payment of Other Taxes), the Borrowers shall, and shall cause the other Loan Parties to, jointly and severally indemnify each Recipient, within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.03) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability under this Section 5.03 shall be delivered to the Borrowers by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, and shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.04(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 5.03, such Loan Party shall (or the Borrowers shall cause such Loan Party to) deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing any payment of Indemnified Taxes by such Loan Party to a Governmental Authority, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.03(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing:

(A) any Lender that is a U.S. Person shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrowers within the meaning of Section 881(c) (3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS FormW-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided*, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner.

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to the Borrowers (and the Administrative Agent, if delivered by a Lender) at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Effective Date.

(iii) The Administrative Agent (and any assignee or successor) will deliver, to the Borrowers, on or prior to the Effective Date (or, assignment or succession, if applicable), either (i) (A) two (2) executed copies of IRS Form W-8ECI or any successor thereto with respect to any amounts payable to the Administrative Agent for its own account and (B) two (2) duly completed copies of IRS Form W-8IMY (certifying that it is either a "qualified

intermediary" or a "U.S. branch") , accompanied by IRS Form W-8 ECI, W-8BEN (or Form W-8BEN-E if applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents for the amounts the Administrative Agent receives for the account of others, or (ii) two (2) executed copies of IRS Form W-9 or any successor thereto, whichever is applicable, and in each case of (i) and (ii), with the effect that the Borrowers can make payments to the Administrative Agent without deduction or withholding of any taxes imposed by the United States.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification (or a successor form thereto) upon the reasonable request of the Borrowers.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes as to which it has been indemnified pursuant to this Section 5.03 (including by the payment of additional amounts pursuant to this Section 5.03), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.03 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 5.04 Mitigation Obligations. If any Lender requests compensation under Section 5.01, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 5.03, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.01 or Section 5.03, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

**ARTICLE VI**
**Conditions Precedent**

Section 6.01 Effective Date. The obligations of the Lenders to make (or to be deemed to have made) Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 12.02):

(a) The Administrative Agent and the Lenders shall have received all closing and agency fees and all other fees, charges and expenses and all other amounts due and payable on or prior to the Effective Date (including, to the extent invoiced two (2) Business Days prior to the Effective Date, legal fees and expenses), and including any such amounts set forth in the Plan of Reorganization.

(b) The Administrative Agent and Lenders shall have received a certificate of the secretary, assistant secretary or a responsible officer with similar responsibilities of the Borrowers and each Loan Party, or in the event that such Loan Party is a limited partnership, of such person's general partner, setting forth: (i) the officers of such Loan Party (y) who are authorized to sign the Loan Documents to which such Loan Party is a party and (z) who will, until replaced by another officer or officers duly authorized for that purpose, act as its representative for the purposes of signing documents and giving notices and other communications in connection with this Agreement and the transactions contemplated hereby; (ii) specimen signatures of such authorized officers and (iii) the Organizational Documents of such Loan Parties, certified as being true and complete. The Administrative Agent may conclusively rely on such certificate until the Administrative Agent receives notice in writing from the Parent Borrower to the contrary.

(c) Except as set forth onSchedule 8.17, the Administrative Agent and Lenders shall have received certificates for each Loan Party from the appropriate agencies with respect to the existence, qualification and good standing of the Borrowers and each Loan Party from their jurisdiction of organization.

(d) The Administrative Agent and Lenders shall have received a closing certificate which shall be substantially in the form ofExhibit D to this Agreement, duly and properly executed by a Responsible Officer and dated as of the Effective Date.

(e) The Administrative Agent shall have received a solvency certificate in substantially the form ofExhibit I from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Parent Borrower dated as of the Effective Date and certifying as to the matters set forth therein.

(f) The Administrative Agent and Lenders shall have received duly executed and delivered counterparts (in such numbers as may be reasonably requested by the Administrative Agent) of (i) this Agreement, (x) signed on behalf of each party hereto (other than the Lenders) and (y) the Lenders shall have been deemed to have executed this Agreement pursuant to the terms of the Plan of Reorganization and (ii) each Guaranty Agreement, signed on behalf of each party thereto.

(g) The Administrative Agent and Lenders shall have received duly executed and delivered copies of the Effective Date Priority Lien Intercreditor Agreement.

(h) The Administrative Agent shall have received a Borrowing Request in accordance with Section 2.02.

(i) The Administrative Agent and the Lenders shall have received copies of duly executed Notes payable to each Lender that at least three (3) days prior to the Effective Date has requested a Note in a principal amount equal to its respective Commitment.

(j) The Administrative Agent and the Lenders shall have received from each party thereto duly executed counterparts (in such number as may be reasonably requested by the Administrative Agent) of the Security Instruments, other than Security Instruments listed on Schedule 8.17. In connection with the execution and delivery of the Security Instruments (other than the Security Instruments listed on Schedule 8.17 and the Maritime Mortgages on Vessels listed on Schedule 8.14-1 which are documented under the U.S. flag or registered under the Vanuatu flag, Mexico flag or Brazil flag), the Administrative Agent shall have received recent Lien searches or other evidence reasonably acceptable to the Administrative Agent that such Security Instruments create perfected Liens, subject only to Permitted Liens. In connection with the execution and delivery of the Maritime Mortgages on Vessels listed on Schedule 8.14-1 which are documented under the U.S. flag or registered under the Vanuatu flag, the Required Lenders shall have received confirmation from counsel to the Borrowers that the Maritime Mortgages on such Vessels have been duly filed for recordation with the U.S. Coast Guard's National Vessel Documentation Center or the Office of the Deputy Commissioner of Maritime Affairs of the Republic of Vanuatu at the Port of New York, New York, as applicable, and that upon recordation such Maritime Mortgages will create perfected preferred mortgages on such Vessels in accordance with applicable laws, subject to Permitted Maritime Liens.

(k) Except as set forth on Schedule 8.17, each document (including any UCC (or similar) financing statement) required by any Security Instrument or under applicable law to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral, shall be in proper form for filing, registration or recordation.

(l) The Administrative Agent and Lenders shall have received (i) an opinion of Kirkland & Ellis LLP, special counsel to the Borrowers and the other Loan Parties, (ii) an opinion of Kincaid Mendes Vianna Advogados, special Brazilian counsel to the Borrowers and the other Loan Parties, (iii) an opinion of Garza Tello & Asociados, special Mexican counsel to the Borrowers and the other Loan Parties, (iv) an opinion of Jones Walker LLP, special U.S. and Vanuatu maritime counsel to the Borrowers and the other Loan Parties and (v) an opinion of local counsel to the Borrower regarding the due authorization, execution and enforceability of each Real Property Interests Mortgage, each in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders *provided*, that to the extent any such opinions relate to Security Instruments that are listed on Schedule 8.17 or are otherwise set forth on Schedule 8.17, such opinions shall be provided concurrently with the delivery of such Security Instruments or as contemplated by Schedule 8.17.

(m) The Administrative Agent and the Lenders shall have received one or more certificates of insurance coverage of the Parent Borrower evidencing that the Parent Borrower and the subsidiaries are carrying insurance in accordance with Section 8.08 of this Agreement.

(n) The Administrative Agent and the Lenders shall have received (i) appropriate Abstracts of Title for the Vessels documented under the U.S. flag from the National Vessel Documentation Center of the U.S. Coast Guard and (ii) Certificates of Ownership and Encumbrance for the Vessels registered under the Vanuatu flag, in each case, reflecting no Liens of record encumbering such Vessel Collateral under U.S. law or Vanuatu law, as the case may be, other than those Liens being released on or prior to the Effective Date or Liens permitted by Section 9.03.

(o) Except as set forth on Schedule 8.17, the Administrative Agent and the Lenders shall have received Lien search results that they have reasonably requested, including, without limitation, UCC search results, other than those Liens being released on or prior to the Effective Date or Liens permitted by Section 9.03.

(p) Except as set forth on Schedule 8.17, the Real Property Interests Collateral Requirements shall have been satisfied.

(q) Except as set forth on Schedule 8.17, the Vessel Collateral Requirements shall have been satisfied.

(r) The Bankruptcy Court shall have entered a final order confirming the Plan of Reorganization and authorizing and approving this Agreement and the other Loan Documents, which final order shall be non-appealable and shall not have been vacated, stayed, reversed, modified or amended in any respect without prior written consent of the Required Lenders, and the Loan Parties and their Subsidiaries shall be in compliance with such final order.

(s) All conditions precedent to the effectiveness of the Plan of Reorganization shall have been satisfied or waived in accordance with the terms thereof and the Plan Effective Date shall have occurred.

(t) The Administrative Agent and Lenders shall have received evidence that the DIP Credit Agreement concurrently with the Effective Date is being terminated and, except as set forth on Schedule 8.17, all liens securing obligations under the DIP Credit Agreement concurrently with the Effective Date are being released.

(u) The Administrative Agent and Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act, and, if the Borrowers qualify as "legal entity customers" under 31 C.F.R. § 1010.230, a beneficial ownership certification in respect of the Borrowers that has been requested by the Administrative Agent in writing at least three (3) Business Days prior to the Effective Date.

(v) The representations and warranties of the Borrowers and the Guarantors set forth in this Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); *provided*, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

(w) No Default or Event of Default shall have occurred and be continuing or would result from the Loans made (or deemed made) on the Effective Date.

## ARTICLE VII
## Representations and Warranties

Each Borrower represents and warrants to the Administrative Agent and each Lender that:

Section 7.01 Organization; Powers. Each Loan Party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to own its Property and to carry on its business as now conducted, and (b) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except where failure to have such power, authority, licenses, authorizations, consents, approvals and qualifications could not reasonably be expected to have a Material Adverse Effect.

Section 7.02 Authority; Enforceability. The Transactions are within each Borrower's and each Guarantor's limited liability company, corporate or partnership powers and have been duly authorized by all necessary limited liability company or corporate and, if required, member, or shareholder action. Each Loan Document to which such Borrower or a Guarantor is a party has been duly executed and delivered by such Borrower or such Guarantor and constitutes a legal, valid and binding obligation of such Borrower and such Guarantor, as applicable, enforceable in accordance with its terms, subject to applicable Bankruptcy Law, laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 7.03 Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of any Loan Document or the consummation of the transactions contemplated thereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required thereby or by this Agreement, (b) will not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents).

Section 7.04 No Material Adverse Change; Etc..

(a) Since May 19, 2020, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect (other than, in the case of clause (a) of the definition of Material Adverse Effect, by virtue of the commencement of the Cases and the events and circumstances giving rise thereto).

(b) As of the Effective Date, none of the Parent Borrower or any of its Restricted Subsidiaries has any material Funded Debt or any contingent liabilities, off-balance sheet liabilities or partnerships, liabilities for taxes, unusual forward orlong-term commitments or unrealized or anticipated losses from any unfavorable commitments, except for those arising with respect to the Transactions and those arising under this Agreement and the Exit First Lien Credit Agreement.

Section 7.05 Litigation. Except as set forth onSchedule 7.05, except with respect to the Cases, there are no actions, suits, investigations or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Borrower, threatened against or affecting the Parent Borrower or any of its Restricted Subsidiaries or any of their Properties (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have a Material Adverse Effect, (ii) that involve any Loan Document or the Transactions or (iii) that otherwise constitutes a significant action, suit, investigation or proceeding, pending or, to the knowledge of the Parent Borrower, threatened.

Section 7.06 Environmental Matters. Except as could not be reasonably expected to have a Material Adverse Effect (or with respect to (c), (d) and (e) below, where the failure to take such actions could not be reasonably expected to have a Material Adverse Effect):

(a) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor any operations conducted by the Parent Borrower or any of its Restricted Subsidiaries is currently in violation of or has in the past five (5) years violated any Environmental Laws.

(b) Neither any Property of the Parent Borrower or any of its Restricted Subsidiaries nor the operations conducted or conditions existing thereon or, to the knowledge of the Parent Borrower, any prior owner or operator of such Property or operation or conditions, are subject to any existing, pending or, to the knowledge of the Parent Borrower, threatened action, suit, investigation, inquiry or proceeding by or before any court or Governmental Authority relating to any remedial obligations or other liabilities under Environmental Laws.

(c) All notices, permits, licenses, exemptions, approvals or similar authorizations, if any, required to be obtained or filed in connection with the operation or use of any and all Property of the Parent Borrower and each of its Restricted Subsidiaries, including, without limitation, past or present treatment, storage, disposal or release of a Hazardous Material into the environment, have been duly obtained or filed, and the Parent Borrower and each of its Restricted Subsidiaries are in compliance with the terms and conditions of all such notices, permits, licenses and similar authorizations.

(d) All Hazardous Material, if any, generated or otherwise handled by the Parent Borrower or any of its Restricted Subsidiaries or by any other Person at any and all Property of the Parent Borrower or any of its Restricted Subsidiaries, has been transported, treated and disposed of in accordance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment or give rise to liability under Environmental Law, and, to the knowledge of the Parent Borrower, all such transport carriers and treatment and disposal facilities have been and are operating in compliance with Environmental Laws and so as not to pose an imminent and substantial endangerment to public health or welfare or the environment, and are not the subject of any existing, pending or threatened action, investigation or inquiry by any Governmental Authority pursuant to any Environmental Laws.

(e) The Parent Borrower has no knowledge that any Hazardous Materials are now located on or in the Vessels or the Real Property Interests, or that any other Person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, the Vessels or any part thereof or the Real Property Interests, except for such Hazardous Materials that may have been placed, held, or located on the Vessels or the Real Property Interests in accordance with and otherwise not in violation of or in a manner reasonably likely to give rise to liability under Environmental Laws.

(f) To the extent applicable under OPA, all Property of the Parent Borrower and each of its Restricted Subsidiaries currently satisfies all requirements imposed by OPA and, except as set forth on Schedule 7.06(f), the Parent Borrower does not have any reason to believe that such Property, to the extent subject to OPA, will not be able to maintain compliance with OPA requirements during the term of this Agreement.

(g) To the knowledge of the Parent Borrower, there has been no exposure of any Person or Property to any Hazardous Materials in connection with any Property or operation of the Parent Borrower or any Subsidiary that could reasonably be expected to form the basis of a claim for damages or compensation under Environmental Law.

Section 7.07 Compliance with the Laws and Agreements; No Defaults.

(a) The Parent Borrower and each of its Restricted Subsidiaries is in compliance with all Governmental Requirements applicable to it or its Property and all agreements and other instruments binding upon it or its Property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and possesses all licenses, permits, franchises, exemptions, approvals and other governmental authorizations necessary for the ownership of its Property and the conduct of its business, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) Neither the Parent Borrower nor any of its Restricted Subsidiaries is in default nor has any event or circumstance occurred which, but for the expiration of any applicable grace period or the giving of notice, or both, would constitute a default under, or would require the Parent Borrower or any of its Restricted Subsidiaries to Redeem or make any offer to Redeem under any indenture, note, credit agreement or instrument pursuant to which any Material Debt is outstanding or by which the Parent Borrower or any such Restricted Subsidiary or any of their Properties is bound.

(c) No Default has occurred and is continuing.

Section 7.08 Investment Company Act. Neither the Parent Borrower nor any of its Restricted Subsidiaries is an "investment company" or a company "controlled" by an "investment company," within the meaning of, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 7.09 Anti-Terrorism Laws and Sanctions.

(a) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is in violation of any Anti-Terrorism Law or Sanctions or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or Sanctions.

(b) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party acting or benefiting in any capacity in connection with the Loans, the Transactions or the other transactions hereunder, is a Sanctioned Person.

(c) No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Sanctioned Person.

(d) The Parent Borrower has implemented and maintains in effect policies and procedures designed to promote and achieve compliance by the Parent Borrower and its Subsidiaries and their respective directors, officers, agents and employees with Sanctions and Anti-Terrorism Laws in all respects.

Section 7.10 Taxes. Each of the Parent Borrower and its Restricted Subsidiaries has timely filed (including any available extension) or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Parent Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate accruals in accordance with GAAP (to the extent such accrual may be set up under GAAP) or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The charges and accruals on the books of the Parent Borrower and its Restricted Subsidiaries in respect of Taxes and other governmental charges are, in the reasonable opinion of the Parent Borrower, adequate.

Section 7.11 ERISA.

(a) Except as would not result in a material liability to a Loan Party, the Loan Parties and each ERISA Affiliate have complied with ERISA and, where applicable, the Code regarding each Benefit Plan.

(b) Except as would not result in a material liability to a Loan Party, each Benefit Plan is, and has been, maintained in substantial compliance with ERISA and, where applicable, the Code.

(c) Except as would not result in a material liability to a Loan Party, no act, omission or transaction has occurred which could reasonably be expected to result in imposition on the a Loan Party or any ERISA Affiliate (whether directly or indirectly) of (i) either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of Section 502 of ERISA or a tax imposed pursuant to Chapter 43 of Subtitle D of the Code or (ii) breach of fiduciary duty liability damages under Section 409 of ERISA, in each case for (i) or (ii) with respect to a Benefit Plan.

(d) (i) No material liability to the PBGC (other than for the payment of current premiums which are not past due) by a Loan Party or any ERISA Affiliate has been or is expected by the Parent Borrower, any such Restricted Subsidiary or any ERISA Affiliate to be incurred with respect to any Benefit Plan and (ii) except as would not result in a material liability to a Loan Party, no ERISA Event has occurred or is reasonably expected to occur.

(e) Except as would not result in a material liability to a Loan Party, full payment when due has been made of all material amounts which a Loan Party or any ERISA Affiliate is required under the terms of each Benefit Plan or applicable law to have been paid as contributions to such Benefit Plan, and no waived funding deficiency (as defined in Section 302 of ERISA and Section 412 of the Code), which could reasonably be expected to have a Material Adverse Effect, exists with respect to any Benefit Plan. Except as would not result in a Material Adverse Effect, the actuarial present value of the benefit liabilities under each Benefit Plan which is subject to Title IV of ERISA does not, as of the end of the Parent Borrower's most recently ended fiscal year, exceed the current value of the assets (computed on an ongoing basis in accordance with Title IV of ERISA) of such Benefit Plan allocable to such benefit liabilities.

(f) No Loan Party sponsors, maintains, or contributes to an employee welfare benefit plan, as defined in Section 3(1) of ERISA, that provides medical or life insurance benefits to former employees of such entities other than as required by Section 4980B of the Code or any similar applicable law.

(g) No Loan Party or any ERISA Affiliate is required to contribute to, or has any other absolute or contingent liability in respect of, any Multiemployer Plan that, when taken together with all other such contribution obligations and liabilities, has resulted in, or could reasonably be expected to result in, a material liability to a Loan Party.

Section 7.12 Disclosure; No Material Misstatements. None of the written reports, financial statements, certificates or other written information (other than the Projections, as defined below, other forward-looking information and information of a general economic or industry specific nature) furnished or otherwise made available by or on behalf of the Borrowers or any

Restricted Subsidiary of the Parent Borrower to the Administrative Agent, the Lenders or any of their respective Affiliates in connection with the negotiation or performance of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished or made available) when considered as a whole contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading as of the date such information is furnished or made available. All financial projections concerning the Parent Borrower and its Restricted Subsidiaries, that have been furnished or otherwise made available by or on behalf of the Parent Borrower to the Administrative Agent, the Lenders or any of their respective Affiliates in connection with the negotiation or performance of this Agreement or any other Loan Document (the "Projections") have been prepared in good faith based upon assumptions believed by the Parent Borrower to be reasonable at the time made available to such Persons, it being understood that actual results may vary materially from the Projections. For the avoidance of doubt, it is understood that the Administrative Agent shall have no duty to examine or investigate any written reports, financial statements, certificates or other written information delivered by the Parent Borrower pursuant to this Article VII.

Section 7.13 Insurance. The Parent Borrower has, and has caused its Restricted Subsidiaries to have, (a) all insurance policies sufficient for the compliance by each of them with all material Governmental Requirements, all material agreements and all other Loan Documents (including, but not limited to, the Maritime Mortgages) and (b) insurance coverage in at least such amounts and against such risks (including, without limitation, public liability) that are reasonably consistent with other companies in the industry performing the same or a similar business for the assets and operations of the Parent Borrower and its Restricted Subsidiaries. Within the time periods required herein (as may be extended by the Required Lenders in their reasonable discretion), the Administrative Agent or the Collateral Agent, as the case may be, have been named in a manner such that they are afforded the status of additional insureds in respect of such liability insurance policies (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's insurance brokers be the best otherwise attainable) and the Administrative Agent or the Collateral Agent, as the case may be, has been named as loss payee with respect to Vessel Collateral loss insurance (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's insurance brokers be the best otherwise attainable).

Section 7.14 Subsidiaries. As of the Effective Date, except as set forth onSchedule 7.14, the Parent Borrower has no Subsidiaries. The owner and percentage of ownership of each Subsidiary as of the Effective Date is set forth on such schedule. As of the Effective Date, (i) there are not Domestic Subsidiaries (excluding, for purposes of this sentence, the Co-Borrower) with aggregate assets in excess of $5,000,000 which have not entered into a Guaranty Agreement and (ii) there are not Foreign Subsidiaries with aggregate assets in excess of $20,000,000 which have not entered into a Guaranty Agreement.

Section 7.15 Location of Business and Offices. As of the Effective Date, the Parent Borrower's and each Subsidiary's jurisdiction of organization, name as listed in the public records of its jurisdiction of organization, organizational identification number in its jurisdiction of organization, and the location of its principal place of business and chief executive office is stated on Schedule 7.15.

Section 7.16 Properties; Titles, Etc.

(a) The relevant Loan Parties have good title to all of the Vessel Collateral, free and clear of all Liens except (i) Permitted Liens of the type permitted under clauses (a), (d), (k) and (l) of the definition thereof and (ii) Liens being released on the Effective Date. Set forth on Schedule 8.14-1 hereto is a complete and accurate list of all Vessels owned by any Loan Party or any Restricted Subsidiary thereof as of the Effective Date, including the name, record owner, official number, I.M.O. number (if any), jurisdiction of registration and flag of each such Vessel, and, except as set forth on Schedule 7.16, all Vessel Collateral is duly documented in the name of the applicable Loan Party as shipowner under the laws and flag of the United States and eligible and qualified to operate in the coastwise trade of the United States and each Non-U.S.-flagged Vessels is duly registered in the name of the applicable Loan Party as shipowner under the laws and flag of the applicable flag jurisdiction.

(b) Except as otherwise permitted under the Loan Documents including this Section 7.16(b), Section 8.17 and Schedule 8.17, all filings and other actions on behalf of the Parent Borrower or, as applicable, any Restricted Subsidiary of the Parent Borrower necessary or desirable to perfect and protect the security interest in the Vessel Collateral created under the Security Instruments have been duly made or taken (or arrangements reasonably satisfactory to the Required Lenders with respect thereto have been made, including in accordance with Section 8.17 and Schedule 8.17) and such security interests are in full force and effect (or, as contemplated in Section 8.17 and Schedule 8.17 will be in full force and effect), and the Security Instruments create (or, as contemplated in Section 8.17 and Schedule 8.17 will create) in favor of the Collateral Agent or trustee/mortgagee, as the case may be, for the benefit of the Secured Parties a valid and, together with such filings, recordations and other actions, when effected, a perfected first preferred or first priority security interest in the Vessel Collateral (or, if there is a Lien on such Vessel Collateral granted to secure Permitted Priority Lien Debt, a perfected second preferred or second priority security interest in such Vessel Collateral), securing the payment of the Indebtedness, subject only to Permitted Maritime Liens. To the extent that the Vessel Collateral is registered under the laws and flag of the United States, the Maritime Mortgages, executed and delivered, create in favor of the Collateral Agent, as trustee/mortgagee, a legal, valid, and enforceable first preferred mortgage lien (or, if there is a Lien on such Property granted to secure Permitted Priority Lien Debt, a second preferred mortgage lien) over the whole of the Vessel Collateral therein named and when duly recorded shall constitute a perfected first "preferred mortgage" within the meaning of Section 31301(6)(B) of Title 46 of the United States Code, entitled to the benefits accorded a first preferred mortgage (or, if there is a Lien on such Property granted to secure Permitted Priority Lien Debt, a second preferred mortgage) on a vessel registered under the laws and flag of the United States, subject only to Permitted Maritime Liens.

(c) Except as otherwise permitted under the Loan Documents including Section 8.17 and Schedule 8.17, all filings and other actions set forth in the definition of Real Property Interests Collateral Requirements on behalf of the Parent Borrower or, as applicable, any Restricted Subsidiary of the Parent Borrower to perfect and protect the security interest in the Material Real Property Interests created under the Security Instruments have been duly made or taken (or arrangements reasonably satisfactory to the Required Lenders with respect thereto have been made, including in accordance with Section 8.17 and Schedule 8.17) and such security interests are in full force and effect (or, as contemplated in Section 8.17 and Schedule 8.17 will be

in full force and effect), and the Security Instruments create (or, as contemplated in Section 8.17 and Schedule 8.17 will create) in favor of the Collateral Agent or mortgagee, as the case may be, for the benefit of the Secured Parties a valid and, together with such filings, recordations and other actions, when effected, perfected first priority security interest in the Material Real Property Interests securing the payment of the Indebtedness (or, if there is a Lien on such Property granted to secure Permitted Priority Lien Debt, a second priority security interest).

(d) All of the material Properties of the Parent Borrower and its Restricted Subsidiaries which are reasonably necessary for the operation of their businesses (other than Stacked Vessels) are in good working condition, ordinary wear and tear excepted, and are maintained in accordance with reasonable commercial business standards, except (i) as set forth in Schedule 7.16 or (ii) where the failure to be in such condition or maintain such Property could not reasonably be expected to have a Material Adverse Effect.

(e) The Parent Borrower and each of its Restricted Subsidiaries owns, or is licensed to use, all trademarks and tradenames (subject to the limitations set forth in the Third Amended and Restated Trade Name and Trademark License Agreement), copyrights, patents and other Intellectual Property material to its business, free and clear of all Liens (other than Permitted Liens), and the use thereof by the Parent Borrower and such Restricted Subsidiaries does not infringe upon, misappropriate or otherwise violate the Intellectual Property rights of any other Person, except for any such infringement, misappropriation or other violation that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No claim has been threatened or pending (i) regarding any of the Intellectual Property owned by the Parent Borrower or any of its Restricted Subsidiaries or (ii) alleging that the Parent Borrower or any of its Restricted Subsidiaries is infringing upon, misappropriating or otherwise violating the Intellectual Property rights of any other Person, except for any such claim that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Parent Borrower and its Restricted Subsidiaries either own or have valid licenses or other rights to use all databases, and other technical information used in their businesses as presently conducted, subject to the limitations contained in the agreements governing the use of the same, which limitations are customary for companies engaged in its line of business, with such exceptions as could not reasonably be expected to have a Material Adverse Effect.

(f) As of the Effective Date, Schedule 8.14-3 sets forth a true and complete list of all Material Real Property Interests owned in fee or held as valid leasehold interests held by the Loan Parties as of the Effective Date.

Section 7.17 Hedging Obligations. As of the Effective Date, Schedule 7.17 sets forth a true and complete list of all Hedging Obligations of the Parent Borrower and each of its Restricted Subsidiaries, the material terms thereof (including the type, term, effective date, termination date and notional amounts or volumes), the net mark to market value thereof, all credit support agreements relating thereto (including any margin required or supplied) and the counterparty to each such agreement.

Section 7.18 Limited Use of Proceeds. The Parent Borrower and each of its Restricted Subsidiaries is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock (within the meaning of Regulation T, U or X of the Board). No part of the proceeds of the Loans will be used for any purpose which violates the provisions of Regulations T, U or X of the Board.

Section 7.19 Solvency. Immediately after giving effect to the Transactions, (a) the aggregate assets (after giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement), at a fair valuation, of the Parent Borrower, the Co-Borrower and the Guarantors, taken as a whole, will exceed the aggregate Debt of the Parent Borrower, the Co-Borrower and the Guarantors on a consolidated basis, as the Debt becomes absolute and matures, (b) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have incurred or intended to incur, and will not believe that it will incur, Debt beyond its ability to pay such Debt (after taking into account the timing and amounts of cash to be received by each of the Parent Borrower, the Co-Borrower and the Guarantors and the amounts to be payable on or in respect of its liabilities, and giving effect to amounts that could reasonably be received by reason of indemnity, offset, insurance or any similar arrangement) as such Debt becomes absolute and matures and (c) each of the Parent Borrower, the Co-Borrower and the Guarantors will not have (and will have no reason to believe that it will have thereafter) unreasonably small capital for the conduct of its business.

Section 7.20 Anti-Corruption Laws. No Loan Party nor any Subsidiary of any Loan Party nor, to the knowledge of the Parent Borrower, any director, officer, agent or employee of any Loan Party or any Subsidiary of any Loan Party is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the FCPA or any other applicable anti-corruption laws of any jurisdiction, domestic or foreign, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization or approval of the payment of any money, or other Property, gift, promise to give or authorization of the giving of anything of value, directly or indirectly, to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office in contravention of the FCPA or any other applicable anti-corruption laws. Each Loan Party and its Subsidiaries has conducted their businesses in compliance with applicable anti-corruption laws and the FCPA in all material respects and will maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein. No Borrowing, use of proceeds or other transaction contemplated by this Agreement will violate the FCPA or any other applicable anti-corruption laws or applicable Sanctions.

Section 7.21 EEA Financial Institution. No Loan Party, nor any of its Subsidiaries, is an EEA Financial Institution.

## ARTICLE VIII
## Affirmative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 8.01 Financial Statements. The Parent Borrower will furnish or cause to be furnished to the Administrative Agent, for distribution to each Lender, each of the following:

(a) Annual Reports – As soon as available and in any event within ninety (90) days following the end of each fiscal year of the Parent Borrower (commencing with the fiscal year ending December 31, 2020), the audited consolidated balance sheet of the Parent Borrower as of the end of such year, the audited consolidated statement of operations of the Parent Borrower for such year, the audited consolidated statement of stockholders' equity of the Parent Borrower for such year and the audited consolidated statement of cash flows of the Parent Borrower for such year (along with data for each business segment for such periods), setting forth, commencing with the annual financial statements for the fiscal year ending December 31, 2021, in each case in comparative form the corresponding figures for the preceding fiscal year, accompanied by an audit opinion of Ernst & Young LLP or another independent certified public accountant acceptable to the Required Lenders, together with, a customary management's discussion and analysis of financial condition and the results of operations with respect to such fiscal year.

(b) Quarterly Reports – As soon as available and in any event within ninety (90) days following the end of the fiscal quarter ending September 30, 2020, and within sixty (60) days for the first three fiscal quarters of each fiscal year of the Parent Borrower thereafter, the consolidated balance sheet of the Parent Borrower as of the end of such quarter, the consolidated statements of operations of the Parent Borrower for such quarter and, commencing with the fiscal quarter ending June 30, 2021, for the period from the beginning of the fiscal year through such quarter, and the consolidated statements of cash flows of the Parent Borrower for such quarter and, commencing with the fiscal quarter ending June 30, 2021, for the period from the beginning of the fiscal year through such quarter (along with data for each business segment for such periods, if applicable), setting forth, commencing with the quarterly financial statements for the fiscal quarter ending September 30, 2021, in each case in comparative form the corresponding figures for the corresponding period of the preceding fiscal year (for the avoidance of doubt, the quarterly financial statements for the fiscal quarter ending September 30, 2021 shall include a comparison against the fiscal quarter ended September 30, 2020 only), certified by the chief financial officer of the Parent Borrower as presenting fairly in all material respects the financial condition, results of operations and changes in cash flows of the Parent Borrower in accordance with GAAP (subject only to normal year-end audit adjustments and the absence of footnotes), together with a customary management's discussion and analysis of financial condition and the results of operations with respect to such fiscal quarter and, in the case of the second and third fiscal quarters (commencing with the quarterly financial statements for the fiscal quarter ending June 30, 2021), the period from the beginning of such fiscal year to the end of such fiscal quarter.

(c) P.A. Subsidiaries – If any Subsidiary has been designated as a P.A. Subsidiary, concurrently with each delivery of financial statements under clause (a) or (b) above, financial statements (in substantially the same form as the financial statements delivered pursuant to clauses (a) and (b) above) prepared on the basis of consolidating the accounts of the Parent Borrower and its Subsidiaries and treating any P.A. Subsidiaries as if they were not consolidated with the Parent Borrower or accounted for on the basis of the equity method but rather accounted for as an investment and otherwise eliminating all accounts of P.A. Subsidiaries, together with an explanation of reconciliation adjustments in reasonable detail; provided that the financial statements pursuant to this clause (c) shall not be required to be delivered so long as the combined

aggregate amount of Total Assets as of the last day of any fiscal quarter for which financial statements have been delivered pursuant to Section 8.01(a) or 8.01(b) or combined aggregate amount of gross revenues (net of payroll, taxes, benefits and other deductions permitted under GAAP) for the Test Period most recently ended in each case of all P.A. Subsidiaries but excluding intercompany assets and revenues does not exceed 10% of the Total Assets of the Parent Borrower and its Subsidiaries (including P.A. Subsidiaries) or 10.0% of the combined aggregate amount of such gross revenues of the Parent Borrower and its Subsidiaries (including P.A. Subsidiaries), in each case, excluding intercompany assets and revenues for the Test Period most recently ended.

(d) Budget – Concurrently with the delivery of financial statements under Section 8.01(a) for each fiscal year (commencing with the annual financial statements for the fiscal year ending December 31, 2020), an annual budget of the Parent Borrower and its Restricted Subsidiaries for the fiscal year in which such budget is delivered in form customarily prepared by the Parent Borrower for its internal use.

(e) Appraisal Reports – Concurrently with the delivery of each certificate of compliance pursuant to Section 8.02(a), a reasonably detailed summary extract of the aggregate sum of the appraisal values of all of the Vessels owned by any Loan Party (excluding KEMOSABE and HOSLIFT), which report shall be provided by the Parent Borrower based on an extract of data derived from VesselsValue; provided that, (i) if VesselsValue ceases to exist, (ii) if access to such information originating from VesselsValue becomes (x) commercially unavailable or impractical to obtain or (y) otherwise materially more costly to obtain, then the Parent Borrower shall (or, with respect to clause (ii)(y), may) provide a substitute report based on information reasonably available to the Parent Borrower from another Specified Qualified Appraiser or another appraiser that is reasonably acceptable to the Required Lenders and which substitute report shall be reasonably detailed.

All financial information contained in the information referred to above (other than in clause (c) or (d) above) shall conform to GAAP applied on a consistent basis, except only for such changes in accounting principles or practice with which the independent certified public accountants concur. The information required to be delivered pursuant to Section 8.01(a) and Section 8.01(b) above shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall be available on the website of the SEC at www.sec.gov or on the Parent Borrower's website at www.hornbeckoffshore.com. Delivery of such reports, information and documents to the Administrative Agent is for informational purposes only and the Administrative Agent's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Parent Borrower's compliance with any of its covenants hereunder.

Section 8.02 Certificates of Compliance; Lender Calls; Etc.

(a) Concurrently with each delivery of annual financial statements pursuant to Section 8.01(a) and each delivery of quarterly financial statements pursuant to Section 8.01(b), the Parent Borrower will furnish to the Administrative Agent a certificate of a Responsible Officer (i) stating that there is no Default or Event of Default at such time and (ii) containing the calculations necessary for determining compliance with Section 9.05.

(b) Concurrently with each delivery of annual financial statements pursuant to Section 8.01(a), the Parent Borrower will furnish to the Administrative Agent a completed Supplemental Perfection Certificate, signed by a Responsible Officer of the Parent Borrower, (i) setting forth the information required pursuant to the Supplemental Perfection Certificate and indicating, in a manner reasonably satisfactory to the Administrative Agent, any changes in such information from the most recent Supplemental Perfection Certificate delivered pursuant to this Section 8.02(b) (or, prior to the first delivery of a Supplemental Perfection Certificate, from the Perfection Certificate delivered on the Effective Date under (and as defined in) the Guaranty and Collateral Agreement) or (ii) certifying that there has been no change in such information from the most recent Supplemental Perfection Certificate delivered pursuant to this Section 8.02(b) (or, prior to the first delivery of a Supplemental Perfection Certificate, from the Perfection Certificate delivered on the Effective Date).

(c) Following each delivery of financial statements pursuant to Section 8.01(a) or (b), the Parent Borrower shall host, at times mutually agreed by the Borrower and the Required Lenders, a conference call with the Administrative Agent and the Lenders solely for the purpose of discussing the status of the financial, collateral, and operational condition, businesses, liabilities, assets, and prospects of the Parent Borrower and its Restricted Subsidiaries and any strategic transaction efforts; it being understood and agreed that such conference calls may be a single conference call together with investors holding other Debt of the Parent Borrower and/or its Restricted Subsidiaries, so long as the Lenders are given an opportunity to ask questions on such conference call; provided that, following the occurrence and during the continuance of any Default or Event of Default, the Parent Borrower shall hold conferences calls more frequently at the request of the Required Lenders. Any information disclosed pursuant to such conference calls (even if disclosed verbally) shall be subject to the confidentiality restrictions contained herein.

Section 8.03 Taxes and Other Liens. The Parent Borrower, the Co-Borrower and the Guarantors will pay and discharge promptly when due all Taxes imposed upon the Parent Borrower, the Co-Borrower or any Guarantor or upon its income or upon any of its Property as well as all claims of any kind (including claims for labor, materials, supplies and rent) which, if unpaid, might become a Lien (other than Permitted Liens) upon any or all of its Property; *provided,* that the Parent Borrower, the Co-Borrower and the Guarantors shall not be required to pay any such Tax if the amount, applicability or validity thereof shall concurrently be contested in good faith by appropriate proceedings diligently conducted and if the contesting party shall have set up accruals therefor adequate under GAAP.

Section 8.04 Existence; Compliance. Except as permitted by Section 9.04 and except to the extent any change therein is not otherwise prohibited hereunder, the Parent Borrower, the Co-Borrower and each Guarantor will maintain its limited liability company or corporate existence and rights. The Parent Borrower, the Co-Borrower and the Guarantors will observe and comply with all valid laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, certificates, franchises, permits, licenses, authorizations, directions and requirements of Governmental Authority, including Governmental Requirements and Environmental Laws, unless any such failure to observe and comply would not reasonably be expected to have a Material Adverse Effect. Each Loan Party that owns Vessel Collateral documented under the laws and flag of the United States, (i) shall remain a citizen of the United States within the meaning of 46 U.S.C. § 50501, eligible and qualified to own and operate vessels in the coastwise trade of the

United States, and (ii) shall operate, or shall cause to be operated, such Vessel Collateral in compliance with 46 U.S.C. Chapter 551 and in compliance in all material respects with all other applicable U.S. laws, and (iii) if applicable, shall operate, or shall cause to be operated, such Vessel Collateral in compliance in all material respects with the applicable cabotage laws and other laws of each other jurisdiction in which such Vessel Collateral trades. Each Loan Party that owns Vessel Collateral registered under the laws and flag of a flag jurisdiction other than the U.S. flag, (i) shall remain eligible to own and operate Vessels under the laws of such flag jurisdiction, and (ii) shall operate, or shall cause to be operated, such Vessel Collateral in compliance in all material respects with the applicable laws of such flag jurisdiction and the applicable cabotage laws and other laws of each jurisdiction in which such Vessel Collateral trades.

Section 8.05 Further Assurances. Subject to Section 8.17 and Schedule 8.17, the Parent Borrower, the Co-Borrower and the Guarantors will promptly upon the reasonable request of the Administrative Agent (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) take or cause to be taken any actions required to grant, attach or perfect, or maintain the priority of, those Liens on Collateral (except for the Excluded Assets as defined in the Guaranty and Collateral Agreement) securing the Indebtedness as required pursuant to Section 8.14, or cure or cause to be cured any defects in the creation, execution and delivery of such Liens. Subject to Section 8.17 and Schedule 8.17, the Parent Borrower, the Co-Borrower and the Guarantors will, at their expense, promptly upon the reasonable request of the Administrative Agent (and in no event later than thirty (30) days after written notice from the Administrative Agent is received) execute and deliver, or cause to be executed and delivered, to the Administrative Agent and/or the Collateral Agent all such other and further documents, agreements and instruments (including without limitation, further security agreements, financing statements, continuation statements, and assignments of accounts and contract rights, except for Excluded Assets (as defined in the Guaranty and Collateral Agreement)) in compliance with or accomplishment of the covenants and agreements of the Parent Borrower, the Co-Borrower and the Guarantors in the Loan Documents or to further evidence and more fully describe the Vessel Collateral and/or Material Real Property Interests, including any renewals, additions, substitutions, replacements or accessions to the Vessel Collateral and/or Material Real Property Interests, or to correct any omissions in the Security Instruments, or more fully state the security obligations set out herein or in any of the Security Instruments, or to perfect, protect or preserve or maintain the priority of, any Liens created pursuant to any of the Security Instruments, or to make any recordings, to file any notices, or obtain any consents, or take any other actions required or as may be reasonably necessary or appropriate in connection with the transactions contemplated by this Agreement (*provided* that the Parent Borrower, the Co-Borrower and the Guarantors shall only be required to execute and deliver Real Property Interests Mortgages with respect to any Material Real Property Interests). In the event that any Permitted Priority Lien Debt is paid off, each Loan Party that owns Vessel Collateral shall execute and deliver any amendments to the Maritime Mortgage on such Vessel Collateral necessary to reflect that such Maritime Mortgage is a first preferred or first priority mortgage. It is understood that any requests made by the Administrative Agent and/or the Collateral Agent pursuant to this Section 8.05 may be made only following receipt by the Administrative Agent of written direction by the Required Lenders.

Section 8.06 Performance of Obligations. The Borrowers will repay the Loans in accordance with this Agreement. The Borrowers and the Guarantors will do and perform every act required of the Borrowers and the Guarantors, by the Loan Documents at the time or times and in the manner specified.

Section 8.07 Use of Proceeds. The Borrowers shall use the proceeds of the Loans only in compliance with Section 7.18. In addition, the Borrowers will not request any Borrowing and the Borrowers shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, any proceeds of any Borrowing directly and indirectly (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law, (b) for the purpose of funding, financing, facilitating or otherwise making available such proceeds to any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto or any of its Subsidiaries or Affiliates.

Section 8.08 Insurance.

(a) Each Loan Party that owns, manages, operates and/or charters any Vessel shall maintain with financially sound and reputable insurance companies not Affiliates of the Parent Borrower insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or a similar business of such types and in such amounts (after giving effect to any self-insurance compatible with the following standards) as are customarily carried under similar circumstances by such other Persons, and, with respect to the Vessel Collateral, as required to be maintained under the terms of the Maritime Mortgages, and the Loan Parties shall cause (within the time period required herein, as may be extended by the Required Lenders in their reasonable discretion): (i) the Collateral Agent to be named as loss payee, for the ratable benefit of the Secured Parties, as to the Vessel Collateral, including, as trustee/mortgagee, in accordance with the Maritime Mortgages and the Assignment of Insurances or the Mexican Non-Possessory Pledge Agreements, as applicable (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's brokers be the best otherwise attainable); (ii) the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under any marine and war-risk insurance policy and any protection and indemnity policy (or, if such terms are not obtainable with respect to the KEMOSABE and the HOSLIFT only, then such terms as shall, in the opinion of Parent Borrower's brokers be the best otherwise attainable); (iii) to the extent applicable, each entry in a protection and indemnity club with respect to Vessel Collateral to note the interest of the Collateral Agent, as agent for the Secured Parties; (iv) the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under the comprehensive general liability insurance and (v) the Collateral Agent, as agent for the Secured Parties, to be named as an alternate employer, with a waiver of rights of subrogation, under the statutory workers' compensation insurance and longshoreman and harbor workers' act coverage policies. Each Loan Party that is an owner or bareboat charterer of any Vessel shall comply in all material respects with all insurance policies in respect of the Vessels and upon notice of non-compliance will take such steps necessary under the terms of such insurance to come into compliance. Each Loan Party that owns Vessel Collateral, bareboat charters Vessel Collateral and places the insurances thereon, or bareboat charters in any Vessel shall assign to the Collateral Agent, including as trustee/mortgagee, for the benefit of the Secured Parties, pursuant to either an Assignment of Insurances or a Mexican

Non-Possessory Pledge Agreement, as applicable, all of such Loan Party's right, title, and interest in and to each policy and contract of insurance, and under all entries in any protection and indemnity or war risks association or club, relating to the Vessel Collateral that it owns or bareboat charters Vessel Collateral and places the insurances thereon, or the Vessels it bareboat charters in. The Loan Parties agree that mortgagee's interest insurance and mortgagee's interest additional perils (pollution) insurance risks covering the Vessel Collateral may be placed directly by the Collateral Agent, including as trustee/mortgagee, for the benefit of the Secured Parties, at the cost of the Loan Parties, who will reimburse the Collateral Agent for the cost thereof; *provided*, *however*, that the Collateral Agent shall only have the right to place such insurance if the Loan Parties fail to do so within forty-five (45) days following the Effective Date. Upon the reasonable request of the Administrative Agent, the Loan Parties agree (A) to provide, or cause to be provided, to the Administrative Agent originals or certified copies of the policies of insurance or certificates with respect thereto required under this Section 8.08(a) and (B) to provide, or cause to be provided, to the Administrative Agent reports on each existing policy of insurance with respect to the Vessel Collateral and Vessels bareboat chartered in and any other Property showing such information as the Administrative Agent may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the Vessel Collateral and Vessels bareboat chartered in and other Property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In connection with the annual renewal of insurances policies or contracts and entries in any protection and indemnity or war risks association or club, and in connection with any reflagging of any Vessel Collateral, the Loan Parties agree to provide, or cause to be provided, to the Administrative Agent, the documents required under clauses (c)(iii), (c)(iv), (c)(v) and (c)(vi) as applicable, of the definition of "Vessel Collateral Requirements".

(b) The Real Property Interests shall be insured against loss or damage and the Loan Parties shall cause (within forty-five (45) days following the Effective Date) the Collateral Agent to be named as loss payee, for the ratable benefit of the Secured Parties, as to the Real Property Interests, including, as trustee/mortgagee, and the Collateral Agent, as agent for the Secured Parties, to be named as an additional insured, with a waiver of rights of subrogation, under comprehensive general liability insurance, statutory workers' compensation insurance and longshoreman and harbor workers' act coverage policies.

(c) The Borrowers and the Guarantors agree to notify the Administrative Agent in writing within fifteen (15) days of any Event of Loss involving Vessel Collateral, whether or not such Event of Loss is covered by insurance. The Borrowers further agree to promptly notify their insurance company and to submit an appropriate claim and proof of claim to the insurance company in respect of any Event of Loss. As to the Vessel Collateral, the Borrowers and the Guarantors hereby irrevocably appoint the Collateral Agent as their agent and attorney-in-fact, each such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance (regardless of whether a settlement or adjustment of a claim is an Event of Default) and to endorse the name of the Borrowers and the Guarantors on any check or other item of payment for the proceeds thereof; *provided, however,* that the Collateral Agent agrees that it will not exercise any rights under the power of attorney provided in this Section 8.08(c) unless one or more Events of Default exist under this Agreement.

Section 8.09 Accounts and Records. The Borrowers and the Guarantors will keep books of record and accounts in which true and correct entries will be made as to all material matters of all dealings or transactions in relation to the respective business and activities, sufficient to permit reporting in accordance with GAAP, consistently applied.

Section 8.10 Right of Inspection. The Borrowers and the Guarantors will permit any officer, employee or agent of the Collateral Agent (acting upon written direction from the Required Lenders) or any Lender to visit and inspect the books of record and accounts, the Real Property Interests and the Vessel Collateral subject to (i) applicable safety rules and procedures, and (ii) with respect to Real Property Interests, rights of landlords, tenants and other third parties pursuant to written agreements, at such reasonable times and on reasonable notice and without hindrance or delay and as often as the Administrative Agent (acting upon the written direction from the Required Lenders) may reasonably desire. Notwithstanding the foregoing, except following an Event of Default that has occurred and is continuing, the Collateral Agent (acting upon written direction from the Required Lenders) shall not visit or inspect the Real Property Interests and the Vessel Collateral more frequently than twice a year, individually or as a group, and then at their own expense, except that the Borrowers will be responsible for such expense following the occurrence and during the continuance of an Event of Default; *provided,* that any such visits or inspections shall occur when the applicable Vessel is shoreside at a location involved in the ordinary course of providing its services under its then applicable charter or other vessel service contract.

Section 8.11 Maintenance of Properties.

(a) The Borrowers and the Guarantors shall maintain and preserve all of their respective Properties (and any Property leased by or consigned to any of them or held under title retention or conditional sales contracts) other than Vessels (which for the avoidance of doubt are covered by the next sentence) that are used or useful in the conduct of their respective business in the ordinary course in good working order and condition at all times, ordinary wear and tear excepted, all in accordance with standards maintained by other Persons engaged in the same or similar business types, and make all repairs, replacements, additions, betterments and improvements to such Properties (other than Vessels) to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect. Except during any period that a Vessel is undergoing repairs or maintenance or is a Stacked Vessel, the Borrowers and the Guarantors shall: (i) at all times maintain and preserve, or cause to be maintained and preserved, each Vessel in good running order and repair, so that such Vessel shall be, insofar as due diligence can make it so, tight, staunch, and sufficiently tackled, equipped and seaworthy and in good condition, ordinary wear and tear excepted, and fit for its intended service, and make all needful and proper repairs, renewals, betterments and improvements necessary to keep such Vessel well maintained and in seaworthy condition, to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (ii) at all times maintain each Vessel in class with the American Bureau of Shipping or another classification society that is a member of the International Association of Classification Societies and promptly take steps to remove or remedy or satisfy any exception, condition or recommendation of the Vessel's classification society affecting class, to the extent necessary so that any failure will not reasonably be expected to have a Material Adverse Effect; (iii) have on board each Vessel, when required by applicable Governmental Requirements, valid certificates required thereby to the extent necessary so that any

failure will not reasonably be expected to have a Material Adverse Effect; (iv) furnish annually to the Collateral Agent a copy of any certificate of class that has been updated for any Vessel since the Effective Date; and (v) furnish annually upon request by the Collateral Agent, a confirmation of class certificate from the American Bureau of Shipping or another classification society that is a member of the International Association of Classification Societies showing that such classification has been maintained.

(b) (i) Each Loan Party that owns or operates, or will own or operate, Vessel Collateral will not transfer the ownership or change the flag or documentation or registration of such Vessel Collateral without: (x) except for any Approved Vessel Reflagging Transaction, the prior written consent of the Required Lenders requested no fewer than ten (10) Business Days (or such shorter period as the Required Lenders shall agree in their sole discretion) before the requested date of such transfer or change; and (y) with respect to any Approved Vessel Reflagging Transaction or to the extent otherwise so approved by the Required Lenders, (A) promptly in the case of transferring ownership of Vessel Collateral to a Foreign Subsidiary organized under the laws of, and/or changing the flag or registration of Vessel Collateral to, Liberia, the Marshall Islands, Panama or Vanuatu, and (B) within sixty (60) days (or such longer period as the Required Lenders shall agree in their reasonable discretion) in the case of transferring ownership of Vessel Collateral to a Foreign Subsidiary organized under the laws of, and/or changing the flag or registration of Vessel Collateral to, any other foreign jurisdiction, satisfying all applicable Vessel Collateral Requirements for such Vessel Collateral and executing and delivering (or causing to be executed and delivered) all such additional documents, agreements or other instruments and/or taking (or causing to be taken) all such actions (including the making of any recordings or filings) as are deemed necessary or desirable by the Collateral Agent to perfect, protect and preserve the security interest in favor of the Collateral Agent or trustee/mortgagee (acting on behalf of the Collateral Agent), as the case may be, for the benefit of the Secured Parties in such Vessel Collateral granted pursuant to the applicable Maritime Mortgage (or, if a Maritime Mortgage may not be granted, to provide an alternative security interest or other collateral reasonably acceptable to the Collateral Agent and the Required Lenders (in or with respect to such Vessel Collateral under the laws of the applicable foreign-flag jurisdiction in which such Vessel Collateral is being registered)); it being understood and agreed that, without limiting the foregoing, in order for such alternative security interest to be reasonably acceptable to the Collateral Agent and the Required Lenders, the Collateral Agent and the Lenders shall have received an opinion of counsel in the appropriate jurisdiction in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders (as to the creation, validity and perfection of such alternative security interest).

(ii) Notwithstanding anything in the Loan Documents to the contrary, in the event of a change of the ownership of and/or the flag or documentation or registration of Vessel Collateral permitted under this Section 8.11(b)), the Investment made in connection with such a transaction may be structured as a Foreign Vessel Reflagging Transaction. A "Foreign Vessel Reflagging Transaction" is defined as one or more Investments by the Parent Borrower or a Restricted Subsidiary of cash in one or more Subsidiaries, the proceeds of which will be used by a Restricted Subsidiary to purchase Vessel Collateral from a Loan Party, the net effect of which is that (x) the Vessel Collateral subject to such Foreign Vessel Reflagging Transaction shall continue to be Vessel Collateral (and the requirements under Section 8.11(b)(i) shall apply to such Vessel Collateral and Foreign Vessel Reflagging Transaction) and (y) such cash is substantially

contemporaneously returned to the Parent Borrower or the Restricted Subsidiary making the initial Investment, in each case, in order to facilitate a change to the flag or documentation or registration of any Vessel Collateral (so long as such Investments constitute Permitted Investments or Investments not restricted by Section 9.01). After giving full effect to any Foreign Vessel Reflagging Transaction where thecash-transfer transaction steps occur substantially simultaneously, a receipt by any Subsidiary of such cash and the existence of any intercompany loan receivable created by the further loaning of such funds by such Subsidiary to another Subsidiary shall not in itself trigger a requirement to provide additional Collateral or to enter into any additional Loan Documents.

Section 8.12 Notice of Certain Events; Other Information. (a) The Parent Borrower shall promptly notify the Administrative Agent in writing:

(i) if the Parent Borrower learns of the occurrence of:

(A) any event which constitutes a Default, together with a detailed statement by a Responsible Officer of the Parent Borrower as to the nature of the Default and the steps being taken to cure the effect of such Default;

(B) any action, suit, investigation, litigation or proceeding by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent Borrower, threatened against or affecting the Parent Borrower or any of its Restricted Subsidiaries or any of their Properties (i) as to which there is a reasonable possibility of an adverse determination that could reasonably be expected to have a Material Adverse Effect or (ii) that involves any Loan Document or the Transactions; or

(C) any development that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect;

(ii) upon the formation or acquisition of any Subsidiary that is a P.A. Subsidiary or Specified Newbuild Subsidiary; or

(iii) upon the occurrence of any Approved Vessel Reflagging Transaction (specifying the Vessels subject to such transaction and the resulting flag of such Vessels).

(b) The Parent Borrower shall promptly notify the Administrative Agent in writing of any change in organizational jurisdiction, location of the principal place of business or the office where records concerning accounts and contract rights are kept, or any change in the federal taxpayer identification number or organizational identification number of the Parent Borrower or any other Loan Party.

(c) Other Information – Promptly upon the request of the Administrative Agent or any Lender, the Parent Borrower shall deliver to such Person such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Subsidiary or the Collateral (including information concerning construction of new Vessels), or compliance with the terms of the Loan Documents, as such Person may from time to time reasonably request. Upon the request of any Lender or the Administrative Agent on behalf of any Lenders or Lenders, the

Parent Borrower shall provide such Persons with the definitive documentation of any Material Debt consisting of debt for borrowed money or debt evidenced by bonds, debentures, notes, term loans or similar instruments, including any side letters or fee letters related thereto (provided that the amount of fees payable under such financings may be redacted in a customary manner).

Section 8.13 ERISA Information and Compliance. The Parent Borrower will furnish to the Administrative Agent (i) as soon as is administratively practicable following a request from the Required Lenders copies of each annual or other report filed with the United States Secretary of Labor or the PBGC with respect to any Benefit Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries, or any ERISA Affiliate and (ii) as soon as is administratively practicable upon becoming aware of the occurrence of any (A) ERISA Event or (B) "prohibited transaction," as such term is defined in Section 4975 of the Code, in connection with any Benefit Plan sponsored or maintained by the Parent Borrower, any of its Restricted Subsidiaries or any ERISA Affiliate that could reasonably be expected to have a Material Adverse Effect, a written notice signed by a Responsible Officer of the Parent Borrower specifying the nature thereof, what action the Parent Borrower is taking or proposes to take with respect thereto, and, when known, any action taken by the Internal Revenue Service with respect thereto. Except as would not result in a material liability to a Loan Party, the Parent Borrower will comply with all of the applicable funding and other requirements of ERISA as such requirements relate to the Benefit Plans of the Loan Party.

Section 8.14 Security and Guarantees.

(a) The Indebtedness shall be secured by (x) the Vessels listed on Schedule 8.14-1 (other than any such Vessel that constitutes an Excluded Vessel in accordance with the definition thereof), (y) any Vessel described in Section 8.14(c) acquired after the Effective Date, (z) the Material Real Property Interests listed on Schedule 8.14-3, (aa) any Material Real Property Interests acquired after the Effective Date and (bb) any other Property and rights of the Loan Parties described in the Guaranty and Collateral Agreement or in any other Security Instrument and excepting, as provided in the Guaranty and Collateral Agreement, Excluded Assets (or the equivalent term under any other Security Instrument), unless such Collateral has been released in accordance with Section 11.11 in connection with transactions permitted under the Loan Documents.

(b) In the case of Domestic Subsidiaries, not later than thirty (30) days (or, in the case of any Specified Newbuild Debt Subsidiary that ceases to be a Specified Newbuild Debt Subsidiary pursuant to the definition thereof, not later than ten (10) days), and in the case of Foreign Subsidiaries, not later than sixty (60) days (or such longer period as the Required Lenders shall agree in their reasonable discretion, in each case) following the occurrence of any event or transaction (including, without limitation, the formation or acquisition of any Restricted Subsidiary of the Parent Borrower, the making of any Permitted Investment or Restricted Investment or the consummation of any Asset Sale) which results in Parent Borrower having (x) Domestic Subsidiaries (other than the Co-Borrower, the then existing Guarantors that are Domestic Subsidiaries, any P.A. Subsidiaries, or any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) with assets of $5,000,000 or more in the aggregate or (y) Foreign Subsidiaries (other than the then existing Guarantors that are Foreign Subsidiaries and P.A. Subsidiaries) with assets of $20,000,000 or more in the aggregate, then such Restricted Subsidiary

or Restricted Subsidiaries (other than Excluded Subsidiaries, P.A. Subsidiaries, Restricted Specified Newbuild Subsidiaries or Specified Newbuild Subsidiaries) as are reasonably satisfactory to the Required Lenders (such that, as applicable, (x) such Restricted Subsidiaries (other than the Co-Borrower and P.A. Subsidiaries, any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) that are Domestic Subsidiaries not guarantying the Indebtedness have assets of less than $5,000,000 in the aggregate or (y) such Restricted Subsidiaries (other than P.A. Subsidiaries, any Specified Newbuild Subsidiaries or any Restricted Specified Newbuild Subsidiary) that are Foreign Subsidiaries not guarantying the Indebtedness have assets of less than $20,000,000 in the aggregate) shall (x) guaranty the payment and performance of the Indebtedness by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement but in form and substance reasonably satisfactory to the Agents and the Required Lenders; provided that, in the case of a Foreign Subsidiary, the Required Lenders may, in their reasonable discretion, require such Foreign Subsidiary to enter into a Foreign Law Guaranty Agreement and (y) secure such guaranty by executing and delivering in favor of the Agents, for the ratable benefit of the Secured Parties, (A) a joinder to the Guaranty and Collateral Agreement or a personal property agreement comparable to the Guaranty and Collateral Agreement but in form and substance reasonably satisfactory to the Agents and the Required Lenders; provided that, (i) in the case of any Foreign Subsidiary organized under the laws of Brazil (or any state or other political subdivision thereof), such Foreign Subsidiary shall execute a joinder to, or a separate agreement comparable to, each Other Brazilian Security Instrument and (ii) in the case of any Foreign Subsidiary organized under the laws of Mexico (or any state or other political subdivision thereof), such Foreign Subsidiary shall execute a joinder to, or a separate agreement comparable to, each Other Mexican Security Instrument, (B) a Maritime Mortgage over any Vessel owned by such Restricted Subsidiary (other than any Excluded Vessel) in a manner consistent with clause (c) below, and (C) a Mortgage of any Material Real Property Interest owned by such Restricted Subsidiary (and shall satisfy the Real Property Interests Collateral Requirements).

(c) Substantially contemporaneously with the acquisition (including by way of construction) (and in the case of an acquisition of a foreign-flag Vessel or Vessels, or an acquisition of a foreign-flag Vessel or Vessels by any Loan Party, within thirty (30) days for any Vessel registered under either the Liberia, Marshall Islands, Panama or Vanuatu flags and sixty (60) days for a Vessel registered under any other foreign flag, following the acquisition) (including by way of construction) by any Loan Party of any Vessel or Vessels (in each case, other than any Excluded Vessel), (x) such Loan Party shall (i) grant a Maritime Mortgage (in the applicable form) on such Vessel in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, which shall constitute a legal, valid, enforceable and, when duly filed and recorded or registered, perfected first preferred or first priority mortgage (or, if there is a Lien on such Vessel Collateral granted to secure Permitted Priority Lien Debt, a perfected second preferred or second priority mortgage) on the whole of the Vessel Collateral named therein under the laws of the applicable flag jurisdiction in which such Vessel is registered, subject only to Permitted Maritime Liens, (ii) grant first priority security interests (or the foreign equivalent) (or, if there is a Lien on such Property granted to secure Permitted Priority Lien Debt, second priority security interests) in all Property owned by such Loan Party relating to such Vessel, subject to Permitted Liens, and (iii) otherwise comply with the applicable Vessel Collateral Requirements (including the entry into an Assignment of Insurances or a Mexican Non-Possessory Pledge Agreement, as applicable) with respect to such Vessel (unless waived by the Collateral Agent acting at the direction of the Required Lenders).

(d) Within sixty (60) days (or such longer period as the Administrative Agent may reasonably agree) following the acquisition by the Parent Borrower or any other Loan Party of any Material Real Property Interests not listed in Schedule 8.14-3, the Parent Borrower shall execute and deliver, or cause the applicable Loan Party to execute and deliver, to the Administrative Agent and/or the Collateral Agent all such further documents, agreements and instruments (including without limitation further security agreements, Mortgages (and any other documents reasonably requested by the Collateral Agent and to otherwise satisfy the Real Property Interests Collateral Requirements), financing statements, continuation statements, and assignments of accounts and contract rights), or take any other action, or cause the applicable Loan Party to take any other action, in each case necessary or reasonably desirable to cause such Material Real Property Interests to be subject to a security interest in favor of the Collateral Agent with the priority and perfection required thereunder;

(e) Notwithstanding anything to the contrary herein, each Federally Regulated Lender waives and releases any and all liens, security interests or the rights it may have in and to any Federally Regulated Lender Excluded Property and reserves all rights as a Secured Party with respect to all Collateral, other than Federally Regulated Lender Excluded Property.

Section 8.15 Sanctions, Anti-Corruption Laws and Anti-Terrorism Laws. The Parent Borrower shall maintain in effect the policies and procedures with respect to Sanctions and Anti-Terrorism Laws specified in Section 7.09(d) and the anti-corruption laws specified in Section 7.20.

Section 8.16 [Reserved].

Section 8.17 Post-Closing Undertakings. Within the time periods specified on Schedule 8.17 (or such later date to which the Required Lenders (with written notice to the Administrative Agent) consent), comply with the provisions set forth in Schedule 8.17.

Section 8.18 Asset Sale Proceeds Account. The Borrowers and each Guarantor shall cause (x) the Net Proceeds (to the extent in the form of cash, Cash Equivalents, securities or like instruments) from any Asset Sale and (y) any Specified Proceeds, in each case, to be deposited in an Asset Sale Proceeds Account substantially contemporaneously with the receipt thereof (except to the extent constituting securities or other instruments that have otherwise been pledged as Collateral to secure the Indebtedness by physical delivery thereof, if physical certificates exist, or otherwise pursuant to arrangements reasonably satisfactory to the Required Lenders), and shall cause all such Net Proceeds to remain therein until the earliest of (i) the reinvestment of such Net Proceeds or Specified Proceeds in accordance with Section 3.04, (ii) the application of such Net Proceeds or Specified Proceeds in accordance with Section 3.04 and (iii) such Net Proceeds or Specified Proceeds becoming Declined Amounts. For the avoidance of doubt, nothing in this Section 8.18 shall limit in any way the Parent Borrower's obligations under Section 3.04 or Section 8.14.

**ARTICLE IX**
**Negative Covenants**

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder and all other amounts payable under the Loan Documents shall have been paid in full, the Borrowers covenant and agree with the Administrative Agent and the Lenders on behalf of the Loan Parties that:

Section 9.01 Restricted Payments. (a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly,

(i) declare or pay any dividend or make any other payment or distribution on account of the Parent Borrower's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any such payment in connection with any merger or consolidation involving Parent Borrower) or to the direct or indirect holders of Parent Borrower's Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Parent Borrower);

(ii) Redeem (including, without limitation, in connection with any merger or consolidation involving the Borrower) any Equity Interests of the Parent Borrower or any direct or indirect parent of the Parent Borrower;

(iii) Redeem (in each case, other than making any scheduled or required payment (including any payment at maturity) or sinking fund obligation that is otherwise permitted hereunder) (1) Junior Debt, (2) Permitted Acquisition Debt, (3) Specified Newbuild Debt or (4) solely during the continuation of a PIK Election Period, Pari Passu Equity-Paired Debt;

(iv) solely during the continuation of a PIK Election Period, pay cash interest on any Junior Debt or any other Debt that, pursuant to the terms of Required Additional Debt Terms or Permitted Refinancing Debt, is required at the relevant time to accrue interest payable-in-kind; or

(v) make any Restricted Investment (all such payments and other actions set forth in this clause (v) and in clauses (i) through (iv) above being collectively referred to as "Restricted Payments").

(b) The foregoing provisions will not prohibit any of the following:

(i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Agreement;

(ii) the Redemption of any Debt of the Borrowers or any Guarantor or any Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of the Parent Borrower) of, other Equity Interests of the Parent Borrower (other than any Disqualified Stock);

(iii) the Redemption of Debt of Borrowers or any Guarantor with the net cash proceeds from an incurrence of, or in exchange for, Permitted Refinancing Debt;

(iv) the payment of any dividend or distribution (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) by a Restricted Subsidiary of the Parent Borrower to the Parent Borrower or any of its other Restricted Subsidiaries, and if such Restricted Subsidiary is not a Wholly-Owned Restricted Subsidiary, to minority holders of the Equity Interests of such Restricted Subsidiary so long as the Parent Borrower or another Restricted Subsidiary receives at least its pro rata share of such dividend or distribution;

(v) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Redemption of any Equity Interests (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof) of the Parent Borrower held by any employee, director or consultant of the Parent Borrower or any of its Restricted Subsidiaries pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement, provided that the aggregate price paid for all such Redeemed Equity Interests shall not exceed $50,000 in any calendar year (provided that, unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years);

(vi) the acquisition of Equity Interests by the Parent Borrower in connection with (x) the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations or (y) net share settling of withholding tax obligations by way of restricted stock unit awards (or equivalent);

(vii) in connection with an acquisition by the Parent Borrower or by any of its Restricted Subsidiaries, the return to the Parent Borrower or any of its Restricted Subsidiaries of Equity Interests of the Parent Borrower or any of its Restricted Subsidiaries constituting a portion of the purchase price consideration in settlement of indemnification or similar claims;

(viii) the purchase by the Parent Borrower of fractional shares of Equity Interests of the Parent Borrower arising out of stock dividends, splits or combinations or business combinations;

(ix) any Redemption of Permitted Acquisition Debt made solely with cash flow attributable to the Property acquired with the proceeds of, or acquired in connection with the assumption of, such Permitted Acquisition Debt;

(x) any Redemption of Specified Newbuild Debt made solely with the cash flow attributable to HOS Wild Horse or HOS Warhorse, as applicable, and their respective Specified Newbuild Related Assets;

(xi) [reserved];

(xii) The payment of paid-in-kind dividends or distributions (i.e. non-cash dividends or distributions payable solely in Equity Interests and not in the form of any other Property) by the Parent Borrower with respect to any preferred Equity Interest that does not constitute Disqualified Stock; provided that such preferred Equity Interests shall not be subject to any mandatory dividends or distributions resulting in, at any time, a dividend rate per annum in

excess of (A) 1.00% plus (B) the Applicable Interest Rate hereunder at such time (assuming for purposes of such calculation (x) for the period from the Effective Date through but excluding the third anniversary of the Effective Date, a PIK Election Period is in effect at such time and (y) from and after the third anniversary of the Effective Date, the Total Leverage Ratio was greater than or equal to 3.00:1.00);

(xiii) Restricted Payments (other than with Vessel Collateral or Specified Equity Interests or the proceeds thereof), including, solely in the case of clause (a) below, repurchases of Equity Interests in the Parent Borrower, in an aggregate amount not to exceed (a) in the case of Restricted Payments of the type described in clauses (i) and (ii) of the definition thereof, $2,000,000 during the term of this Agreement, (b) so long as no PIK Election Period is then in effect, in the case of Restricted Payments of the type described in clause (iii)(1) of the definition thereof, $2,000,000 during the term of this Agreement and (c) in the case of any Restricted Investments made during the term of this Agreement, $5,000,000; and

(xiv) redemption of any Equity Interests of the Parent Borrower fromNon-U.S. Citizens (as defined in the Certificate of Incorporation) who acquired the same to the extent contemplated under Section 15.6 of the Certificate of Incorporation.

The amount of any Restricted Payment shall be determined in accordance with Section 1.07, where applicable. Not later than the date of making any Restricted Payment of the type described in clause (b)(ix) or (b)(xiii) above, the Parent Borrower shall deliver to the Administrative Agent an Officer's Certificate detailing the amount of such Restricted Payment, including the valuation of the Property subject to such Restricted Payment (unless such Property is cash) and, in the case of clause (b)(ix) only, a reasonably detailed description of the proceeds being used to make such Restricted Payments.

Section 9.02 Incurrence of Debt and Issuance of Disqualified Stock.

(a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur" or an "incurrence") any Debt and the Parent Borrower shall not issue any Disqualified Stock and shall not permit any of its Restricted Subsidiaries to issue any Disqualified Stock; provided, however, that any Loan Party may incur unsecured Debt, and the Parent Borrower may issue unsecured Disqualified Stock, in each case if (i)(x) the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries for the Test Period preceding the date on which such additional Debt is incurred or such Disqualified Stock is issued would have been at least 2.0 to 1.0 at the time such additional Debt is incurred or such Disqualified Stock is issued, as determined on a Pro Forma Basis (including a pro forma application of the net proceeds therefrom), as if the additional Debt or Disqualified Stock had been issued or incurred, as the case may be, at the beginning of such Test Period (the "Minimum Fixed Charge Coverage Ratio Test") or (y) the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately after such incurrence or issuance would be greater than the Consolidated Fixed Charge Coverage Ratio for the Parent Borrower and its Restricted Subsidiaries immediately prior to such incurrence or issuance, as determined on a Pro Forma Basis (including a pro forma application of the net proceeds therefrom) and (ii) such unsecured Debt or Disqualified Stock complies with the Required Additional Debt Terms (as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to such incurrence or issuance).

(b) The foregoing provisions shall not apply to the incurrence by the Parent Borrower or any of its Restricted Subsidiaries of any of the following:

(i) unsecured (1) Debt of any Loan Party (provided that such unsecured Debt complies with the Required Additional Debt Terms, as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to the incurrence of such Debt) or (2) guarantees by the Parent Borrower or its Restricted Subsidiaries of Permitted Acquisition Debt, in an aggregate principal amount at any one time outstanding not to exceed, together with any outstanding Permitted Refinancing Debt in respect thereof (but excluding any Increased Amount), $200,000,000;

(ii) Permitted Priority Lien Debt in an aggregate principal amount that, when taken together with the aggregate principal amount of all other Permitted Priority Lien Debt incurred pursuant to this clause (ii) and then outstanding will not exceed (excluding any paid-in-kind interest), together with any outstanding Permitted Refinancing Debt in respect thereof, $75,000,000;

(iii) Hedging Obligations;

(iv) Indebtedness under this Agreement and the other Loan Documents;

(v) intercompany Debt between or among the Parent Borrower and any of its Restricted Subsidiaries;provided that (1) if a Borrower is the obligor on such Debt and the obligee is not the other Borrower or a Guarantor, such Debt must be expressly subordinated to the prior payment in full in cash of all obligations with respect to the Loans and (2) if a Guarantor is the obligor on such Debt and the obligee is neither a Borrower nor a Guarantor, such Debt must be expressly subordinated to the prior payment in full in cash of all obligations of such Guarantor with respect to its Loan Guarantee and (3)(i) any subsequent issuance or transfer of Equity Interests that results in any such Debt being held by a Person other than the Parent Borrower or a Restricted Subsidiary of the Parent Borrower, or (ii) any sale or other transfer of any such Debt to a Person that is neither the Parent Borrower nor a Restricted Subsidiary of the Parent Borrower, shall be deemed, in each case, to constitute an incurrence of such Debt by the Parent Borrower or such Restricted Subsidiary, as the case may be, as of the date of such issuance, sale or other transfer that is not permitted by this clause (v);

(vi) Debt in respect of bid, performance or surety bonds issued for the account of the Parent Borrower or any Restricted Subsidiary thereof, including guarantees or obligations of the Parent Borrower or any Restricted Subsidiary thereof with respect to letters of credit or bank guarantees supporting such bid, performance or surety obligations (in each case other than for an obligation for money borrowed) or other forms of security or credit enhancement supporting performance obligations under trade or custom obligations, third-party maritime claims or service contracts, in each case, in the ordinary course of business;

(vii) the guarantee (A) by the Parent Borrower of Debt of any of its Restricted Subsidiaries that was permitted to be incurred by another provision of this Section 9.02 or (B) by any Restricted Subsidiary of the Parent Borrower of Debt of the Parent Borrower or another Restricted Subsidiary of the Parent Borrower that was permitted to be incurred by another provision of this Section 9.02; provided, that this clause (vii) shall not permit, (w) the guarantee by the Parent Borrower or any Restricted Subsidiary thereof of Specified Newbuild Debt (or any Permitted Refinancing Debt thereof), except as expressly contemplated by sub-clause (v) of the definition of "Specified Newbuild Debt", (x) without limitation of Section 9.02(b)(i)(2), the guarantee by the Parent Borrower or any Restricted Subsidiary (other than the borrower under any Permitted Acquisition Debt) thereof of Permitted Acquisition Debt (or any Permitted Refinancing Debt thereof), (y) the guarantee by any Loan Party of any Debt of a non-Loan Party (unless the Loan Party would have been permitted to incur such Debt directly) or (z) the guarantee by any Restricted Subsidiary of the Parent Borrower that is not a Loan Party of any Debt which by its terms does not permit such Debt to be guaranteed by Persons that are not Loan Parties (including, without limitation, Debt incurred under Section 9.02(a), Section 9.02(b)(i), Section 9.02(b)(ii) or Section 9.02(b)(xi) (or any Permitted Refinancing Debt in respect of any the foregoing));

(viii) Permitted Refinancing Debt incurred in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund Debt incurred pursuant to Section 9.02(a), 9.02(b)(i), 9.02(b)(ii), this clause (viii), Section 9.02(b)(ix), Section 9.02(b)(x) or Section 9.02(b)(xi); provided that, such Permitted Refinancing Debt complies with the requirements set forth in the definition thereof (as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to such incurrence or issuance);

(ix) Permitted Acquisition Debt;

(x) Specified Newbuild Debt incurred by a Restricted Specified Newbuild Subsidiary in an aggregate principal amount that, when taken together with the aggregate principal amount of all other Debt incurred pursuant to this clause (x) and then outstanding will not exceed (excluding any paid-in-kind interest), together with any outstanding Permitted Refinancing Debt in respect thereof, $65,000,000;

(xi) Debt of the Loan Parties in an amount equal to 100% of any cash proceeds from the issuance of common equity by the Parent Borrower following the Effective Date (excluding (I) for the avoidance of doubt, any cash proceeds from the issuance of common equity by the Parent Borrower as part of the Effective Date Equity Rights Offering and (II) proceeds applied to fund a P.A. Subsidiary Equity Contribution or a Specified Newbuild Subsidiary Equity Contribution) (any such Debt incurred pursuant to this clause (xi), and which satisfies the terms and conditions set forth in this clause (xi), "Equity-Paired Debt"); provided that (a) the cash interest rate applicable to any Equity-Paired Debt shall not exceed a percentage per annum acceptable to the Required Lenders, (b) the aggregate outstanding principal amount of Equity-Paired Debt, when taken together with the aggregate principal amount of all other Equity-Paired Debt incurred pursuant to this clause (xi) and then outstanding will not exceed (exclusive of any paid-in-kind interest), together with any outstanding Permitted Refinancing Debt in respect thereof, $25,000,000, (c) such Debt is incurred no later than one year after the date of such cash common equity issuance and (d) such Debt satisfies clauses (i), (ii) and (iv) of the definition of Required

Additional Debt Terms), as evidenced by a certification to that effect in an Officer's Certificate delivered to the Administrative Agent concurrently with or prior to the incurrence of such Equity-Paired Debt (which Officer's Certificate shall also designate such Debt as "Equity-Paired Debt" and identify the equity issuance to which such Debt relates);

(xii) other Debt and/or Disqualified Stock in an aggregate principal amount and/or liquidation preference, as applicable, that, when taken together with the aggregate principal amount and/or liquidation preference, as applicable, of all other Debt and/or Disqualified Stock incurred pursuant to this clause (xii) and then outstanding will not exceed, together with any outstanding Permitted Refinancing Debt in respect thereof $15,000,000; provided that, any such Debt or Disqualified Stock of a Loan Party referred to in this clause (xii) does not mature and does not have any mandatory or scheduled principal payments or sinking fund obligations prior to 91 days after the Maturity Date (except as a result of a customary change of control or asset sale repurchase offer provisions, subject to the prior making of any required payments on the Indebtedness hereunder);

(xiii) existing leasehold interests comprising any part of the Real Property Interests and, subject to any Real Property Interests Mortgage, any renewals, extensions, modifications, or renegotiations thereof and any additional leases, rights of use or of passage comprising any part of the Real Property Interests necessary for the operation or expansion of the Borrowers' business, whether or not any such leasehold interests, renewals, extensions, modifications or renegotiations or such additional leases, rights of use or of passage are capital leases or operating leases;

(xiv) Attributable Debt in respect of Sale Leaseback Transactions permitted by Section 9.08(b)(ii);

(xv) the incurrence by any Loan Party of Debt represented by Capital Lease Obligations, operating leases or purchase money obligations, in each case, incurred for the purpose of financing all or any part of the purchase price or cost of design, construction or installation of property, plant or equipment used in the business of the Loan Parties and their Subsidiaries, in an aggregate principal amount incurred pursuant to this clause (xv) not to exceed $5,000,000 at any time outstanding; and

(xvi) Debt in respect of credit cards or purchase cards for purchases, in each case, in the ordinary course of business and in an aggregate amount outstanding not to exceed $750,000 at any time.

(c) The Borrowers shall not, and shall not permit any Guarantor to, directly or indirectly, incur any Debt which by its terms (or by the terms of any agreement governing such Debt) is subordinated to any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be, unless such Debt is also by its terms (or by the terms of any agreement governing such Debt) made expressly subordinate to the Loans or the Loan Guarantee of such Guarantor, as the case may be, to the same extent and in the same manner as such Debt is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Debt of the Parent Borrower, the Co-Borrower or of such Guarantor, as the case may be; provided, however, that no Debt shall be deemed to be contractually subordinated in right of payment to any other Debt solely by virtue of being unsecured.

(d) For purposes of determining compliance with this Section 9.02, in the event that an item of proposed Debt meets the criteria of more than one of the categories of Debt described in Section 9.02(b), or is entitled to be incurred pursuant to Section 9.02(a), the Parent Borrower shall be permitted to divide or classify such item of Debt on the date of its incurrence (but shall not be permitted to later divide or reclassify all or a portion of such item of Debt after the date of its incurrence), in any manner that complies with this Section 9.02, and such item of Debt will be treated as having been incurred pursuant to one or more of such categories; provided that (x) all Permitted Priority Lien Debt shall at all times be deemed outstanding under Section 9.02(b)(ii) and (y) all Indebtedness under this Agreement and the other Loan Documents shall at all times be deemed outstanding under Section 9.02(b)(iv). Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount and the payment of interest or dividends in the form of additional Debt or Disqualified Stock will not be deemed to be an incurrence of Debt or Disqualified Stock for purposes of this covenant.

Section 9.03 Liens. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien on any of their respective Property, except Permitted Liens.

Section 9.04 Merger or Consolidation. No Borrower or Restricted Subsidiary shall consolidate or merge with or into (whether or not such Borrower or Restricted Subsidiary is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its Properties in one or more related transactions to, another Person, except that: (i) any Guarantor may consolidate or merge with or into any other Loan Party (as long as the applicable Borrower is the surviving person in the case of any merger or consolidation involving a Borrower) and (ii) any Restricted Subsidiary that is not a Guarantor may consolidate or merge with or into any other Restricted Subsidiary that is not a Guarantor.

Section 9.05 Minimum Available Liquidity. The Parent Borrower will not, as of the last day of any fiscal quarter, permit Available Liquidity to be less than the Minimum Liquidity Amount as of such date.

Section 9.06 Transactions with Affiliates. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its Property to, or purchase any Property from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless (a) such Affiliate Transaction is on terms that are no less favorable to the Parent Borrower or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Parent Borrower or such Restricted Subsidiary with an unrelated Person or, if there is no such comparable transaction, on terms that are fair and reasonable to the Parent Borrower or such Restricted Subsidiary, and (b) the Parent Borrower delivers to the Administrative Agent (i) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $2,500,000, a resolution of the Board of Directors of the Parent Borrower set forth in a certificate of a Responsible Officer certifying that such Affiliate

Transaction complies with clause (a) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors and (ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10,000,000, an opinion as to the fairness to the Parent Borrower or the relevant Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm that is, in the judgment of the Board of Directors, qualified to render such opinion and is independent with respect to the Parent Borrower, provided that such opinion will not be required with respect to any Affiliate Transaction or series of related Affiliate Transactions involving either (i) shipyard contracts that are awarded following a competitive bidding process and approved by a majority of the disinterested members of the Board of Directors or (ii) an Affiliate in which an unrelated third person owns Voting Stock in excess of that owned by the Parent Borrower or any of its Restricted Subsidiaries; provided, however, that the following shall be deemed not to be Affiliate Transactions:

(A) any employment agreement or other employee compensation plan or arrangement entered into by the Parent Borrower or any of its Restricted Subsidiaries in the ordinary course of business of the Parent Borrower or such Restricted Subsidiary;

(B) transactions between or among the Loan Parties;

(C) Permitted Investments and Restricted Payments that are permitted by the provisions of Section 9.01 of this Agreement;

(D) loans or advances to officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries made in the ordinary course of business and consistent with past practices of the Parent Borrower and its Restricted Subsidiaries in such Person in an aggregate amount not to exceed $500,000 outstanding at any one time;

(E) indemnities of officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries permitted by bylaw or statutory provisions;

(F) maintenance in the ordinary course of business of customary benefit programs or arrangements for officers, directors and employees of the Parent Borrower or any of its Restricted Subsidiaries, including without limitation vacation plans, health and life insurance plans, deferred compensation plans, retirement or savings plans and similar plans;

(G) registration rights or similar agreements with officers, directors or significant shareholders of the Parent Borrower or any of its Restricted Subsidiaries;

(H) issuance of Equity Interests (other than Disqualified Stock) by the Parent Borrower;

(I) the payment of reasonable and customary regular fees to directors of the Parent Borrower or any of its Restricted Subsidiaries who are not employees of the Parent Borrower or any Affiliate;

(J) [reserved];

(K) time charter, bareboat charter or management agreements, leases, subleases,non-exclusive intellectual property licenses, rights of use or passage related to Vessels or the Real Property Interests between the Parent Borrower or any of its Restricted Subsidiaries and a Joint Venture or a Restricted Subsidiary that is not a Loan Party made on terms generally consistent with terms available in an arms-length transaction with an unrelated third party; and

(L) transactions (i) identified on Schedule 9.06(L) and (ii) any other transaction with an Affiliate that (x) is approved by the Board of Directors and (y) is substantially similar to any transaction described in Schedule 9.06(L).

Section 9.07 Burdensome Restrictions. The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Parent Borrower to do any of the following: (a)(i) pay dividends or make any other distributions to the Parent Borrower or any of its Restricted Subsidiaries on its Equity Interests or (ii) pay any Debt owed to the Parent Borrower or any of its Restricted Subsidiaries (it being understood that the priority of any preferred stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to pay dividends or make any other distributions on Equity Interests); (b) make loans or advances to the Parent Borrower or any of its Restricted Subsidiaries or (c) transfer any of its properties or assets to the Parent Borrower or any of its Restricted Subsidiaries, except for such encumbrances or restrictions existing under or by reason of

(1) the Exit First Lien Credit Agreement or any other Permitted Priority Lien Debt,

(2) this Agreement and the Security Instruments,

(3) applicable law,

(4) any instrument governing (x) Debt or Equity Interests of a Person acquired by the Parent Borrower or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Debt was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person or the assets of any Person, other than the Person, or the assets of the Person, so acquired, provided that, in the case of Debt, such Debt was permitted by the terms of this Agreement to be incurred and (y) Permitted Acquisition Debt to the extent applicable only to the acquired assets or to assets subject to such Debt,

(5) by reason of customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices,

(6) by reason of customary provisions restricting the transfer of copyrighted or patented materials consistent with industry practice,

(7) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (c) above on the property so acquired,

(8) customary provisions in any agreement (x) creating any Hedging Obligations permitted under this Agreement or (y) governing any Debt incurred pursuant to Section 9.02(a), 9.02(b)(i), 9.02(b)(ii), 9.02(b)(ix), 9.02(b)(x), 9.02(b)(xi) and 9.02(b)(xii) (and, in the case of this clause (y), any provisions in any such agreement expressly required under this Agreement in order for such Debt to be permitted under this Agreement),

(9) Permitted Refinancing Debt with respect to any Debt referred to in clauses (1), (2), (4) and (8)(y) above, provided that the restrictions referred to in this Section 9.07 that are contained in the agreements governing such Permitted Refinancing Debt are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Debt being refinanced,

(10) provisions with respect to the disposition or distribution of assets in joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements, or

(11) those contracts, agreements or understandings that will govern Permitted Investments.

Section 9.08 Asset Sales. (a) The Parent Borrower shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale (excluding for all purposes of this Section 9.08 any Event of Loss).

(b) The foregoing clause (a) shall not apply to the consummation by the Parent Borrower or any of its Restricted Subsidiaries of any of the following Asset Sales:

(i) Asset Sales of Stacked Vessels or Vessels that are no longer useful in the business of the Parent Borrower and its Restricted Subsidiaries (as determined in good faith by management of the Parent Borrower (in consultation with the Board of Directors of the Parent Borrower)); provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of any such Asset Sale at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Asset Sale and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Asset Sale shall be in the form of cash or Cash Equivalents;

(ii) Sale Leaseback Transactions for aggregate consideration not to exceed $30,000,000 during the term of this Agreement;provided that, (i) the Parent Borrower or its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of any such Sale Leaseback Transaction at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Sale Leaseback Transaction and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Sale Leaseback Transaction shall be in the form of cash or Cash Equivalents; or

(iii) other Asset Sales (other than Stacked Vessels, Vessels no longer useful or Sale Leaseback Transactions) for aggregate consideration not to exceed $20,000,000 in any fiscal year of the Parent Borrower (provided that, unused amounts in any fiscal year shall not be permitted to be carried over to succeeding fiscal years); provided that, (i) the Parent Borrower or

its applicable Restricted Subsidiary, as the case may be, shall receive consideration at the time of such Asset Sale at least equal to the Specified Value (the calculation of which shall be set forth in an Officer's Certificate delivered to the Administrative Agent) of the Property subject to such Asset Sale and (ii) at least 85% of the aggregate consideration received by the Parent Borrower and its Restricted Subsidiaries from any such Asset Sale shall be in the form of cash or Cash Equivalents.

## ARTICLE X
## Events of Default; Remedies

Section 10.01 Events of Default. One or more of the following events shall constitute an "Event of Default":

(a) the Borrowers shall fail to pay any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise; and (other than a payment due on the Maturity Date) such failure is not cured within three (3) Business Days after the applicable due date.

(b) the Borrowers shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in Section 10.01(a)) payable under any Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) Business Days.

(c) any representation or warranty made or deemed made pursuant toSection 6.01 by or on behalf of the Parent Borrower, theCo-Borrower or any Guarantor in or in connection with any Loan Document or any amendment or modification of any Loan Document or waiver under such Loan Document, or in any report, certificate, financial statement or other document furnished pursuant to any Loan Document or any amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in any material adverse respect when made or deemed made pursuant to Section 6.01 or otherwise.

(d) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in Section 8.04 (with respect to the existence of the Borrowers),Section 8.04(i)(x) (with respect to the applicable Loan Party's status as a citizen of the United States within the meaning of 46 U.S.C. § 50501, eligible and qualified to own and operate vessels in the coastwise trade of the United States) Section 8.07 or Section 8.17 or in Article IX; provided that, in the case ofSection 8.04(i)(x), such failure shall continue unremedied for a period of fifteen (15) days.

(e) the Parent Borrower, theCo-Borrower or any Guarantor shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in Section 10.01(a), Section 10.01(b) or Section 10.01(d)) or any other Loan Document, and such failure shall continue unremedied for a period of thirty (30) days after the earlier to occur of (i) written notice thereof from the Administrative Agent to the Borrowers (which notice will be given at the written request of the Required Lenders) or (ii) the chief executive officer or the chief financial officer (or a person holding a similar title) of the Parent Borrower, the Co-Borrower or any Guarantor otherwise becoming aware of such default.

(f) the Parent Borrower, the Co-Borrower or any Guarantor shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Debt, when and as the same shall become due and payable.

(g) any event or condition occurs that results in any Material Debt becoming due prior to its scheduled maturity or that enables or permits (after the giving of notice, the lapse of time or both) the holder or holders of such Material Debt or any trustee or administrative agent on its or their behalf to cause such Material Debt to become due, or to require the redemption thereof or any offer to redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrowers or any Guarantor being required to make an offer in respect thereof.

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Parent Borrower, the Co-Borrower or any Guarantor or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered.

(i) the Parent Borrower, the Co-Borrower or any Guarantor shall:

(i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect;

(ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in Section 10.01(h);

(iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower, the Co-Borrower or any Guarantor or for a substantial part of its assets;

(iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding;

(v) make a general assignment for the benefit of creditors; or

(vi) take any action for the purpose of effecting any of the foregoing.

(j) one or more judgments for the payment of money in an aggregate amount in excess of $25,000,000 (to the extent not covered by independent third party insurance provided by insurers of the highest claims paying rating or financial strength as to which the insurer does not dispute coverage and is not subject to an insolvency proceeding) shall be rendered against the Parent Borrower, the Co-Borrower or any Guarantor or any combination thereof and the same shall remain undischarged (or the Borrowers and the Guarantor shall not have provided for its discharge) for a period of sixty (60) consecutive days during which execution shall not be effectively stayed and, if stayed pending appeal, for such longer period during such appeal while providing such accruals as may be required by GAAP.

(k) any material provision of the Loan Documents, after delivery thereof, shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Parent Borrower, the Co-Borrower or any Guarantor or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any material part of the collateral purported to be covered thereby, (except to the extent permitted by the terms of this Agreement, or the Parent Borrower, the Co-Borrower or any Guarantor shall so state in writing) and such invalidity, lack of binding effect or priority is not cured within thirty (30) days after the earliest to occur of (x) notice from the Administrative Agent (as directed by the Required Lenders) concerning its belief that a material provision is not valid and binding or asserting the lack of priority of a Lien, or (y) the chief executive officer or chief financial officer of the Borrowers otherwise becomes aware that any material provision is not valid and binding or that a Lien lacks the intended priority.

(l) an ERISA Event shall have occurred that, in the reasonable and good faith opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, has resulted in, or could reasonably be expected to result in, liability of the Borrowers and any Guarantor in an aggregate amount that could reasonably be expected to have a Material Adverse Effect.

(m) a Change in Control shall have occurred.

Section 10.02 Remedies.

(a) In the case of an Event of Default other than one described in Section 10.01(h) or Section 10.01(i), at any time thereafter during the continuance of such Event of Default, the Administrative Agent may, and at the written request of the Required Lenders, shall, by notice to the Borrowers, take the following actions, at the same or different times: terminate the Commitments, and thereupon the Commitments shall terminate immediately, and declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees, premiums and other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest, notice of intent to accelerate, notice of acceleration or other notice of any kind, all of which are hereby waived by the Borrowers; and in case of an Event of Default described in Section 10.01(h) or Section 10.01(i), the principal of the Loans then outstanding, together with accrued interest thereon and all fees, premiums and the other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

(b) In the case of the occurrence of an Event of Default, the Administrative Agent (acting at the direction of the Required Lenders) will have all other rights and remedies available under the Loan Documents or at law and equity.

(c) Subject to any applicable intercreditor agreement, all proceeds realized from the liquidation or other disposition of Collateral or otherwise received after maturity of the Loans, whether by acceleration or otherwise, shall be applied:

(i) first, to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities (including legal fees and expenses) payable to the Administrative Agent in its capacity as such;

(ii) second, pro rata to payment or reimbursement of that portion of the Indebtedness constituting fees, expenses and indemnities payable to the Lenders (or any of them);

(iii) third, pro rata to payment of accrued interest on the Loans;

(iv) fourth, pro rata to payment of principal outstanding on the Loans;

(v) fifth, pro rata to any other Indebtedness; and

(vi) sixth, any excess, after all of the Indebtedness shall have been indefeasibly paid in full in cash, shall be paid to the Borrowers or as otherwise required by any Governmental Requirement.

## ARTICLE XI
## The Agents

Section 11.01 Appointment; Powers. Each of the Lenders hereby appoints Wilmington Trust as its Administrative Agent and the Collateral Agent (including as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages). Each Lender authorizes the Agents to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms hereof and the other Loan Documents.

Section 11.02 Duties and Obligations of the Agents. The Agents shall have no duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing (the use of the term "Administrative Agent", "Collateral Agent" or "Agent" herein and in the other Loan Documents with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law; rather, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties), (b) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except as provided in Section 11.03, and (c) except as expressly set forth herein, no Agent shall have a duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent Borrower or any of its Subsidiaries that is communicated to or obtained by such Agent or any of its Affiliates in any capacity. The Agents shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to a responsible officer of such Agent by the Parent Borrower, the Co-Borrower or a Lender, and shall not be responsible for or have any duty to ascertain or inquire into:

(i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document;

(ii) the contents of any certificate, report or other document delivered hereunder or under any other Loan Document or in connection herewith or therewith;

(iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document;

(iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document;

(v) the satisfaction of any condition set forth in Article VI or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent or as to those conditions precedent expressly required to be to such Agent's satisfaction;

(vi) the existence, value, perfection or priority of any collateral security or the financial or other condition of the Parent Borrower and its Subsidiaries or

(vii) any failure by the Parent Borrower, the Co-Borrower or any other Person (other than itself) to perform any of its obligations hereunder or under any other Loan Document or the performance or observance of any covenants, agreements or other terms or conditions set forth herein or therein.

For purposes of determining compliance with the conditions specified in Article VI, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless an Agent shall have received written notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 11.03 Action by Agents. Each Agent shall have no duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) and in all cases each Agent shall be fully justified in failing or refusing to act hereunder or under any other Loan Documents unless it shall (a) receive written instructions from the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02) specifying the action to be taken and (b) be indemnified to its satisfaction by the Lenders against any and all liability claims, losses, fees and expenses which may be incurred by it by reason of taking or continuing to take any such action. The instructions as aforesaid and any action taken or failure to act pursuant thereto by an Agent shall be binding on all of the Lenders. If a Default has occurred and is continuing, then an Agent shall take such action with respect to such Default as shall be directed by the requisite Lenders in the written instructions (with

indemnities satisfactory to it) described in this Section 11.03; *provided,* that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default as it shall deem advisable in the interests of the Lenders. In no event, however, shall an Agent be required to take any action which exposes such Agent to a risk of personal liability or which is contrary to this Agreement, the Loan Documents or applicable law. If a Default has occurred and is continuing, no Agent shall have any obligation to perform any act in respect thereof. Each Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 12.02), and otherwise such Agent shall not be liable for any action taken or not taken by it hereunder or under any other Loan Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith including its own ordinary negligence, except for its own gross negligence or willful misconduct.

Section 11.04 Reliance by Agents. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon, except in the case of gross negligence or willful misconduct by such Agent and each of the Borrowers, the Guarantors, and the Lenders hereby waives the right to dispute such Agent's record of such statement absent manifest error. The Agent shall be entitled to request written instructions from the Borrower, the Guarantors, the Lenders and the other Loan Parties, and shall have no responsibility or liability for any losses or damages of any nature that may arise from any action taken or not taken by the Agent in accordance with such written direction. Each Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Each Agent may deem and treat the payee of any Note as the holder thereof for all purposes hereof unless and until a written notice of the assignment or transfer thereof permitted hereunder shall have been filed with such Agent.

Section 11.05 Sub-Agents. Each Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-Agents appointed by such Agent. Each Agent and any such sub-Agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding Sections of this Article XI shall apply to any such sub-Agent and to the Related Parties of such Agent and any such sub-Agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

Section 11.06 Resignation or Removal of Agents. Subject to the appointment and acceptance of a successor Agent, including as the case may be, the Collateral Agent, as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages, as provided in this Section 11.06, each Agent may resign at any time by notifying the Lenders and the Borrowers, and such Agent may be removed at any time with or without cause by the Required Lenders. Upon any such resignation or removal, the Required Lenders shall have the right, in consultation with the Borrowers, to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30)

days after the retiring Agent gives notice of its resignation or removal of the retiring Agent, then the retiring Agent may, on behalf of the Lenders and at the expense of the Borrowers, appoint a successor Agent, or an Affiliate of any such Lender as approved by the Required Lenders or if no such successor shall be appointed by the retiring Agent as aforesaid, the Required Lenders shall thereafter perform all of the duties of the retiring Agent hereunder (and the retiring Agent shall be discharged from its duties and obligations hereunder) until such appointment by the Required Lenders is made and accepted. Upon the acceptance of its appointment as Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After an Agent's resignation hereunder, the provisions of this Article XI and Section 12.03 shall continue in effect for the benefit of such retiring Agent, its sub-Agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent. The institution acting as Collateral Agent shall always also act as trustee/mortgagee under the Maritime Mortgages and Real Property Interests Mortgages.

Section 11.07 Agents as Lenders. Each Lender serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such Lender and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Parent Borrower or any of its Subsidiaries or other Affiliates as if it were not an Agent hereunder.

Section 11.08 Funds held by Agents. The Agents shall have no responsibility for interest or income on any funds held by it hereunder and any funds so held shall be held uninvested pending distribution thereof.

Section 11.09 No Reliance. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and each other Loan Document to which it is a party. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document, any related agreement or any document furnished hereunder or thereunder. No Agent shall be required to keep itself informed as to the performance or observance by the Parent Borrower or any of its Subsidiaries of this Agreement, the Loan Documents or any other document referred to or provided for herein or to inspect the Property or books of the Parent Borrower or its Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of the Borrowers (or any of their Affiliates) which may come into the possession of such Agent or any of its Affiliates. Each party hereto will consult with its own legal counsel to the extent that it deems necessary in connection with the Loan Documents and the matters contemplated therein.

Section 11.10 Agents May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrowers, the Guarantors or any of their Subsidiaries, each Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether an Agent shall have made any demand on the Borrowers or the Guarantors) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file a proof-of-claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Indebtedness that are owing and unpaid and to file such other documents as may be necessary and directed by the Required Lenders in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due the Lenders and the Agents under Section 12.03) allowed in such judicial proceeding;

(b) to collect and receive any monies or other Property payable or deliverable on any such claims and to distribute the same; and

(c) and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized and directed by each Lender to make such payments to the Agents and, in the event that the Agents shall consent to the making of such payments directly to the Lenders, to pay to the Agents any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their agents and counsel, and any other amounts due the Agents under Section 12.03.

Nothing contained herein shall be deemed to authorize any Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Indebtedness or the rights of any Lender or to authorize any Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 11.11 Authority of the Agents to Release Collateral, Liens and Guarantors. Each Lender hereby authorizes the Collateral Agent to release any Collateral that is permitted to be sold or released pursuant to the terms of the Loan Documents and to release any Guarantor that is permitted to be released pursuant to the terms of the Loan Documents. Each Lender hereby authorizes the Collateral Agent to execute and deliver to the Borrowers, at the Borrowers' sole cost and expense, any and all releases of Liens, termination statements, assignments or other documents reasonably requested by the Borrowers in connection with any sale or other disposition (including by Investment) of Property (in each case subject to the following sentence) to the extent such sale or other disposition is authorized by the terms of the Loan Documents and complies with Section 9.14 of the Guaranty and Collateral Agreement, as evidenced in an Officer's Certificate delivered to the Collateral Agent. Notwithstanding the foregoing, it is understood and agreed that the Liens on any Collateral securing the Indebtedness shall not be released upon a sale, transfer, Investment or other disposition of such Collateral (x) to any Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for in Section 8.14(a)(ii)) or (y) if such Collateral is Vessel Collateral, if the transferee is a Restricted Subsidiary of the Parent Borrower; *provided, however,* that in

connection with an Approved Vessel Reflagging Transaction or a Foreign Vessel Reflagging Transaction that is permitted under this Agreement, if the Person to whom such Collateral is being transferred grants a new Lien on such Collateral in favor of the Collateral Agent, for the benefit of the Secured Parties that is comparable, in the good faith determination of the Required Lenders, in scope, validity and perfection to the existing Lien, then the Collateral Agent shall release such Collateral. Upon the request of the Borrowers, in connection with any transaction otherwise permitted hereunder, the Administrative Agent and/or the Collateral Agent is authorized to release (i) Collateral that is disposed of (other than to a Person that is, or that is required to be, in each case at the time of such sale, transfer or other disposition, a Loan Party (but disregarding the grace period provided for in Section 8.14(a)(ii)) or Collateral that is owned by a Person that ceases to be a Restricted Subsidiary of the Parent Borrower and (ii) any Guarantor from its Guaranty Agreement and its obligations thereunder if such Guarantor ceases to be a Restricted Subsidiary of the Parent Borrower; provided that, for the avoidance of doubt, in no event is the Administrative Agent or Collateral Agent authorized to release the Co-Borrower from its obligations under this Agreement other than is permitted under Section 12.02.

Section 11.12 Merger, Conversion or Consolidation of Agents. Any corporation into which the Agents may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Agents shall be a party, or any corporation succeeding to the corporate trust and loan agency business of the Agents, shall be the successor of the Agents hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

## ARTICLE XII
## Miscellaneous

Section 12.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to Section 12.01(b)), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(i) if to the Borrowers (or either of them), to it at:

Hornbeck Offshore Services, Inc.
Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300

Covington, LA 70433
Attention: James O. Harp, Jr., Executive Vice President and Chief Financial Officer
Email: james.harp@hornbeckoffshore.com

with a copy to:

Hornbeck Offshore Services, Inc.

Hornbeck Offshore Services, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Attention: Samuel A. Giberga, Executive Vice President, General Counsel and Chief Compliance Officer
Email: samuel.giberga@hornbeckoffshore.com

(ii) if to the Administrative Agent, to it at

Wilmington Trust, National Association
Suite 1290, 50 South Sixth Street
Minneapolis, MN 55402
Attention: Nicole Kroll, Assistant Vice President
Email: nkroll@wilmingtontrust.com

(iii) if to Collateral Agent, to it at:

Wilmington Trust, National Association
Suite 1290, 50 South Sixth Street
Minneapolis, MN 55402
Attention: Nikki Kroll, Assistant Vice President
Email: nkroll@wilmingtontrust.com

(iv) if to any other Lender, to it at its address (or telecopy number) set forth on its signature page hereto, as the same may be updated from time to time by written notice to the Administrative Agent and the Borrowers.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided,* that the foregoing shall not apply to notices pursuant to Articles II, III, IV and V unless otherwise agreed by the Administrative Agent and the applicable Lender. Notices and other communications to the Borrowers may be delivered or furnished by electronic communications; *provided,* that unless receipt of such electronic communication is acknowledged by the Borrowers, such communication is followed by telephonic and hard copy communication as well. The Administrative Agent may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided,* that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 12.02 Waivers; Amendments.

(a) No failure on the part of the Administrative Agent or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege, or any abandonment or discontinuance of steps to enforce such right, power or privilege, under any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under any of the Loan Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Parent Borrower, the Co-Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 12.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any other Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof nor any Security Instrument nor any provision thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or by the Borrowers and the Administrative Agent with the consent of the Required Lenders; *provided,* that no such agreement shall

(i) increase the Commitment of any Lender without the written consent of such Lender,

(ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, or reduce any other Indebtedness hereunder or under any other Loan Document, without the written consent of each Lender affected thereby,

(iii) postpone the scheduled date of payment or prepayment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or any other Indebtedness hereunder or under any other Loan Document, or reduce the amount of, waive or excuse any such payment, or postpone or extend the Maturity Date without the written consent of each Lender affected thereby,

(iv) change Section 4.01(b) or Section 4.01(c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender,

(v) release all or substantially all of the collateral or all or substantially all of the value of the guarantees of the Indebtedness made by the Guarantors without the written consent of each Lender,

(vi) change any of the provisions of this Section 12.02(b) or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or under any other Loan Documents or make any determination or grant any consent hereunder or any other Loan Documents, without the written consent of each Lender, or

(vii) amend or modify this Agreement in any manner that would permit the incurrence, assumption or issuance of (a) any additional Indebtedness hereunder or (b) any additional Debt or Disqualified Stock that is permitted to be secured by all or any portion of the Collateral on a senior or pari passu basis relative to the Liens on such Collateral securing the Indebtedness, in each case of clause (a) and (b), without the consent of each Lender;

*provided, further,* that no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent hereunder or under any other Loan Document without the prior written consent of such Agent. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment or Loans of such Lender may not be increased or extended without the consent of such Lender.

(c) Notwithstanding anything to the contrary contained in this Section 12.02, the Administrative Agent may, with the written consent of the Borrowers and the Required Lenders only, amend, modify or supplement this Agreement or any of the other Loan Documents to correct any clerical errors or cure any ambiguity, omission, mistake, defect or inconsistency so long as such correction is not materially adverse to the Lenders.

Section 12.03 Expenses, Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket fees and expenses incurred by the Agents and the Lenders and their respective Affiliates, including, without limitation, the reasonable and documented fees, charges and disbursements of counsel for the Agents and the Lenders (but limited to one primary counsel for each of (x) the Agents and their respective Affiliates, collectively and (y) the Lenders and their respective Affiliates, collectively, and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person), (ii) all reasonable and documented travel, photocopy, mailing, courier, telephone and other similar expenses, in connection with the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the Agents and/or the Lenders as to the rights and duties of the Administrative Agent and the Lenders with respect thereto) of this Agreement and the other Loan Documents and any amendments, modifications or waivers of or consents related to the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (iii) all costs, expenses, Taxes, assessments, paralegal services, notary fees, language translation fees and other charges incurred by any Agent or any Lender in connection with any filing, registration, recording or perfection of any security interest contemplated by this Agreement or any Security Instrument or any other document referred to therein, and (iv) all out-of-pocket fees and expenses incurred by any Agent or any Lender, including the fees, charges and disbursements of any counsel for any Agent or any Lender (but limited to one primary counsel for

each of (x) the Agents and their respective Affiliates, collectively and (y) the Lenders and their respective Affiliates, collectively, and in each case, if necessary, one local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and special counsel for each relevant specialty (and, in the case of an actual conflict of interest, where the party affected by such conflict, informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)), in connection with the enforcement or protection of its rights in connection with this Agreement or any other Loan Document, including its rights under this Section 12.03, and including, without limitation, all such out-of-pocket expenses incurred during any workout or restructuring in respect of such Loans.

(b) THE BORROWERS SHALL, AND SHALL CAUSE THE OTHER LOAN PARTIES TO, JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND EACH LENDER, AND EACH RELATED PARTY OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM, ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, FEES AND RELATED EXPENSES, INCLUDING THE FEES, CHARGES AND DISBURSEMENTS OF ANY COUNSEL FOR ANY INDEMNITEE, INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF (i) THE EXECUTION OR DELIVERY OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OR THE PARTIES TO ANY OTHER LOAN DOCUMENT OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER OR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY OTHER LOAN DOCUMENT, (ii) THE FAILURE OF THE PARENT BORROWER OR ANY SUBSIDIARY TO COMPLY WITH THE TERMS OF ANY LOAN DOCUMENT, INCLUDING THIS AGREEMENT, OR WITH ANY GOVERNMENTAL REQUIREMENT, (iii) ANY INACCURACY OF ANY REPRESENTATION OR ANY BREACH OF ANY WARRANTY OR COVENANT OF ANY LOAN PARTY SET FORTH IN ANY OF THE LOAN DOCUMENTS OR ANY INSTRUMENTS, DOCUMENTS OR CERTIFICATIONS DELIVERED IN CONNECTION THEREWITH, (iv) ANY LOAN OR THE USE OF THE PROCEEDS THEREFROM, (v) ANY OTHER ASPECT OF THE LOAN DOCUMENTS, (vi) THE OPERATIONS OF THE BUSINESS OF THE PARENT BORROWER AND ITS SUBSIDIARIES BY THE PARENT BORROWER AND ITS SUBSIDIARIES, (vii) ANY ASSERTION THAT THE LENDERS WERE NOT ENTITLED TO RECEIVE THE PROCEEDS RECEIVED PURSUANT TO THE SECURITY INSTRUMENTS, (viii) ANY ENVIRONMENTAL LIABILITY ARISING OUT OF THE OPERATIONS OF THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY OF THEIR PROPERTIES, INCLUDING WITHOUT LIMITATION, THE PRESENCE, GENERATION, STORAGE, RELEASE, THREATENED RELEASE, USE, TRANSPORT, DISPOSAL, ARRANGEMENT OF DISPOSAL OR TREATMENT OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS MATERIALS ON ANY OF THEIR PROPERTIES, (ix) THE BREACH OR NON-COMPLIANCE BY THE PARENT BORROWER OR ANY SUBSIDIARY WITH ANY ENVIRONMENTAL LAW APPLICABLE TO THE PARENT BORROWER OR ANY SUBSIDIARY, (x) THE PAST OWNERSHIP BY THE PARENT BORROWER OR ANY SUBSIDIARY OF ANY OF THEIR PROPERTIES OR PAST ACTIVITY ON ANY OF THEIR PROPERTIES WHICH, THOUGH LAWFUL AND FULLY PERMISSIBLE AT THE TIME,

COULD RESULT IN PRESENT LIABILITY, (xi) THE PRESENCE, USE, RELEASE, STORAGE, TREATMENT, DISPOSAL, GENERATION, THREATENED RELEASE, TRANSPORT, ARRANGEMENT FOR TRANSPORT OR ARRANGEMENT FOR DISPOSAL OF OIL, OIL AND GAS WASTES, SOLID WASTES OR HAZARDOUS MATERIALS ON OR AT ANY OF THE PROPERTIES OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY OR ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS MATERIALS ON OR FROM ANY PROPERTY OWNED OR OPERATED BY THE PARENT BORROWER OR ANY SUBSIDIARY, (xii) ANY ENVIRONMENTAL LIABILITY RELATED IN ANY WAY TO THE PARENT BORROWER OR ANY SUBSIDIARY, (xiii) ANY OTHER ENVIRONMENTAL, HEALTH OR SAFETY CONDITION IN CONNECTION WITH THE LOAN DOCUMENTS, OR (xiv) ANY ACTUAL OR PROSPECTIVE CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, AND SUCH INDEMNITY SHALL EXTEND TO EACH INDEMNITEE NOTWITHSTANDING THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION, ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (SECOND) OF TORTS OF ONE OR MORE OF THE INDEMNITEES OR BY REASON OF STRICT LIABILITY IMPOSED WITHOUT FAULT ON ANY ONE OR MORE OF THE INDEMNITEES; *PROVIDED,* THAT ANY OF THE ABOVE INDEMNITIES SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM (X) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (Y) ANY DISPUTE SOLELY AMONG INDEMNITEES (OTHER THAN ANY CLAIMS AGAINST AN INDEMNITEE IN ITS CAPACITY OR IN FULFILLING ITS ROLE AS AN AGENT OR ARRANGER OR ANY SIMILAR ROLE HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT AND OTHER THAN ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF THE PARENT BORROWER OR ANY OF ITS SUBSIDIARIES). This Section 12.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising out of any non-Tax claim.

(c) To the extent any Agent is not jointly and severally reimbursed and/or indemnified by the Borrowers and/or the other Loan Parties in accordance with the provisions of this Agreement, the Lenders will reimburse and indemnify such Agent, severally and not jointly, in proportion to each Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense of indemnity payment is sought), for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agent in connection with or arising out of any act or omission of such Agent related to its duties hereunder or under any other Loan Document or the performance thereof or in any way relating to or arising out of this Agreement or any other Loan Document; *provided,* that no Lender, Borrower or other Loan Party shall be liable for any of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting

from such Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision). In the case of any investigation, litigation or proceeding giving rise to any claim for indemnification hereunder, this Section 12.03 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person.

(d) To the extent permitted by applicable law, no Loan Party hereto shall assert, and each Loan Party hereto hereby waives, any claim against each other, on any theory of liability, for special, indirect, consequential, incidental or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or the use of the proceeds thereof; *provided,* that the foregoing shall not limit the Borrower's, the Lenders' or the other Loan Parties' indemnification obligations pursuant to Section 12.03(b) to the extent such damages are included in any such claim that is entitled to such indemnification.

(e) All amounts due under this Section 12.03 shall be payable not later than ten (10) days after written demand therefor. ThisSection 12.03 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 12.04 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) except as expressly permitted by Section 9.04, no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by such Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 12.04. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in Section 12.04(c)) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (other than a Disqualified Lender) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments or the Loans at the time owing to it) pursuant to an Assignment and Assumption Agreement substantially in the form of Exhibit G (an "Assignment") with the prior written consent of the Borrowers (which consent shall be deemed to be provided if the Borrowers do not respond to a request for such consent within 10 Business Days after written receipt of request thereof) and the Administrative Agent (in each case, such consent not to be unreasonably withheld); provided that (x) no such consent of the Borrowers shall be required if an Event of Default has occurred and is continuing and (y) no such consent of the Administrative Agent or the Borrowers shall be required if such assignment is to a Lender, an Affiliate of a Lender, an Approved Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment is delivered to the Administrative Agent) shall not be less than $1,000,000, unless the Administrative Agent otherwise consents; *provided,* that simultaneous assignments to affiliated funds may be aggregated;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment, together with a processing and recordation fee of $3,500; *provided,* that (x) the Administrative Agent may, elect to waive or reduce such processing and recordation fee in the case of any assignment; *provided further,* that, such processing and recordation fee shall not be payable to the extent the assignee is an Affiliate of a Lender, an Approved Lender or an Approved Fund and (y) simultaneous assignments to affiliated funds shall be deemed to constitute a single assignment for purposes of the foregoing;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(E) notwithstanding anything to the contrary herein, no assignments shall be made to (1) a Defaulting Lender or any of its Subsidiaries or Affiliates or (2) the Parent Borrower or any of its Subsidiaries except as permitted by Section 12.04(g).

(iii) Subject to Section 12.04(b)(iv) and the acceptance and recording thereof, from and after the effective date specified in each Assignment the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment, be released from its obligations under this Agreement (and, in the case of an Assignment covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 5.01, Section 5.03 and Section 12.03 with respect to facts and circumstances occurring prior to the Effective Date). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.04(c).

(iv) The Administrative Agent, acting for this purpose as an administrative agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment delivered to it and a register for the recordation of the names, addresses and telecopy number of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and applicable required tax forms (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 12.04(b) and any written consent to such assignment required by Section 12.04(b), the Administrative Agent shall accept such Assignment and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register after meeting the requirements provided in this Section 12.04(b). The parties hereto agree and intend that the obligations under this Agreement shall be treated as being in "registered form" for the purposes of the Code (including Code Sections 163(f), 871(h)(2) and 8831(c)(2)), and the Register and Participant Register shall be maintained in accordance with such intention.

(c) (i) Any Lender may, without the consent of the Borrowers or the Administrative Agent, sell participations to one or more Lenders or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided,* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided,* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso to Section 12.02 that affects such Participant. In addition such agreement must provide that the Participant be bound by the provisions of Section 12.03. Subject to Section 12.04(c)(ii), the Borrowers agree that each Participant shall be entitled to the benefits of Sections 5.01 and 5.03 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.04(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender; *provided,* such Participant agrees to be subject to Section 4.01(c) as though it were a Lender.

(i) A Participant shall not be entitled to receive any greater payment under Section 5.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent or to extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant shall not be entitled to the benefits of Section 5.03 unless such Participant agrees to comply with Section 5.03(g) as though it were a Lender (it being understood that the documentation shall be delivered to the participating Lender).

(ii) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); *provided,* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including, without limitation, any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section 12.04(d) shall not apply to any such pledge or assignment of a security interest; *provided,* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided,* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. Each Lender that sells a participation agrees, at the Borrowers' request and expense, to use reasonable efforts to cooperate with the Borrowers to effectuate the provisions of Section 2.03 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 12.08 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 4.01 as though it were a Lender.

(f) Notwithstanding anything in this Agreement to the contrary, in no event shall any Lender or Participant assign any portion of or sell any participations in its rights and obligations under this Agreement to any Disqualified Lender. This prohibition shall be included in any documentation effecting an assignment of any interest herein or in any Loans and any attempted assignment in violation of this provision shall be void ab initio.

(g) Notwithstanding anything in this Agreement to the contrary, any Lender may, at any time, assign all or a portion of its Loans on a non-pro rata basis to the Borrowers in accordance with the procedures set forth on Exhibit L, pursuant to an offer made by the Borrowers available to all Lenders on a pro rata basis (a "Dutch Auction"), subject to the following limitations:

(i) the Borrowers shall represent and warrant, as of the date of the launch of the Dutch Auction and on the date of any such assignment, that neither it, its Affiliates nor any of its respective directors or officers has any Excluded Information that has not been disclosed to the Lenders generally (other than to the extent any such Lender does not wish to receive material non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities) prior to such date;

(ii) immediately and automatically, without any further action on the part of the Borrowers, any Lender, the Administrative Agent or any other Person, upon the effectiveness of such assignment of Loans from a Lender to the Borrowers, such Loans and all rights and obligations as a Lender related thereto shall, for all purposes under this Agreement, the other Loan Documents and otherwise, be deemed to be irrevocably prepaid (provided that the Borrowers shall also pay any applicable premium or call protection), terminated, extinguished, cancelled and of no further force and effect and the Borrowers shall neither obtain nor have any rights as a Lender hereunder or under the other Loan Documents by virtue of such assignment;

(iii) the Borrowers shall not use the proceeds of any Loans for any such assignment; and

(iv) no Event of Default shall have occurred and be continuing before or immediately after giving effect to such assignment.

Section 12.05 Survival; Revival; Reinstatement.

(a) All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 3.05, 5.01, 5.03 and 12.03 and Article XI shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the resignation or removal of any Agent, the expiration or termination of the Commitments or the termination of this Agreement, any other Loan Document or any provision hereof or thereof.

(b) To the extent that any payments on the Indebtedness or proceeds of any Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other Person under any Debtor Relief Law, common law or equitable cause, then to such extent, the Indebtedness so satisfied shall be revived and continue as if such payment or proceeds had not been received and the Administrative Agent's and the Lenders' Liens, rights, powers and remedies under this Agreement and each Loan Document shall continue in full force and effect. In such event, each Loan Document shall be automatically reinstated and the Borrowers shall take such action as may be reasonably requested by the Administrative Agent (as directed by the Required Lenders) to effect such reinstatement.

Section 12.06 Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

(b) This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the Lenders constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

(c) Except as provided in Section 6.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 12.07 Severability. Any provision of this Agreement or any other Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof or thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 12.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of the Borrowers or any other Loan Party against any and all of the obligations of the Borrowers or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or their respective Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrowers or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or their respective Affiliates may have. Each Lender agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application; *provided,* that the failure to give such notice shall not affect the validity of such setoff and application.

Section 12.09 GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO ANY LOAN DOCUMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND (TO THE EXTENT PERMITTED BY LAW) IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS; *PROVIDED*, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS UNDER THE LOAN DOCUMENTS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT OR (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH LEGAL ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(c) EACH PARTY HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN; (ii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR ADMINISTRATIVE AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (iii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 12.09.

Section 12.10 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 12.11 Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed.

(a) to its and its Affiliates' directors, officers, employees and Administrative Agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential),

(b) to the extent requested by any regulatory authority,

(c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process,

(d) to any other party to this Agreement or any other Loan Document,

(e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder,

(f) subject to an agreement containing provisions substantially the same as those of this Section 12.11, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any Hedging Obligation relating to the Parent Borrower or the Co-Borrower, as applicable, and its obligations,

(g) with the consent of the Borrowers or

(h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section 12.11 or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrowers.

For the purposes of this Section 12.11, "Information" means all information received from the Parent Borrower or any Subsidiary relating to the Borrowers or any Subsidiary and their businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Parent Borrower or a Subsidiary; *provided,* that in the case of information received from the Parent Borrower or any Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 12.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 12.12 Interest Rate Limitation. It is the intention of the parties hereto that each Lender shall conform strictly to usury laws applicable to it. Accordingly, if the transactions contemplated hereby would be usurious as to any Lender under laws applicable to it (including the laws of the United States of America and the State of New York or any other jurisdiction whose laws may be mandatorily applicable to such Lender notwithstanding the other provisions of this Agreement), then, in that event, notwithstanding anything to the contrary in any of the Loan Documents or any agreement entered into in connection with or as security for the Loans, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest under law applicable to any Lender that is contracted for, taken, reserved, charged or received by such Lender under any of the Loan Documents or agreements or otherwise in connection with the Loans shall under no circumstances exceed the maximum amount allowed by such applicable law, and any excess shall be canceled automatically and if theretofore paid shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers); and (ii) in the event that the maturity of the Loans is accelerated by reason of an election of the holder thereof resulting from any Event of Default under this Agreement or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest under law applicable to any Lender may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, provided for in this Agreement or otherwise shall be canceled automatically by such Lender as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by such Lender on the principal amount of the Indebtedness (or, to the extent that the principal amount of the Indebtedness shall have been or would thereby be paid in full, refunded by such Lender to the Borrowers). All sums paid or agreed to be paid to any Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by law applicable to such Lender, be amortized, prorated, allocated and spread throughout the stated term of the Loans evidenced by the Notes until payment in full so that the rate or amount of interest on account of any Loans hereunder does not exceed the maximum amount allowed by such applicable law. If at any time and from time to time (i) the amount of interest payable to any Lender on any date shall be computed at the Highest Lawful Rate applicable to such Lender pursuant to this Section 12.12 and (ii) in respect of any subsequent interest computation period the amount of interest otherwise payable to such Lender would be less than the amount of interest payable to such Lender computed at the Highest Lawful Rate applicable to such Lender, then the amount of interest payable to such Lender in respect of such subsequent interest computation period shall continue to be computed at the Highest Lawful Rate applicable to such Lender until the total amount of interest payable to such Lender shall equal the total amount of interest which would have been payable to such Lender if the total amount of interest had been computed without giving effect to this Section 12.12.

Section 12.13 No Third Party Beneficiaries. This Agreement, the other Loan Documents, and the agreement of the Lenders to make Loans hereunder are solely for the benefit of the Borrowers, the Guarantors and, unless expressly stated or referred to herein, no other Person (including, without limitation, any Subsidiary of the Borrowers, any Subsidiary of the Guarantors, any obligor, contractor, subcontractor, supplier or materialsman) shall have any rights, claims, remedies or privileges hereunder or under any other Loan Document against the Administrative Agent or any Lender for any reason whatsoever. There are no third party beneficiaries other than the Guarantors or as otherwise expressly stated or referred to herein.

Section 12.14 Electronic Communications.

(a) The Borrowers hereby agree that, unless otherwise requested by the Administrative Agent, each will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to the Loan Documents, including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default under this Agreement, (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing or other extension of credit hereunder or (v) initiates or responds to legal process (all such non-excluded information being referred to herein collectively as the "Communications") by transmitting the Communications in an electronic/soft medium (*provided,* such Communications contain any required signatures) in a format acceptable to the Administrative Agent, to suche-mail address designated by the Administrative Agent from time to time. Each of the Agents and the Lenders hereby agrees that, unless otherwise requested by the Borrowers, to the extent such Agent or Lender delivers or furnishes any communication hereunder to the Loan Parties by electronic communications, unless receipt of such electronic communication is acknowledged by the Borrowers, such Agent or Lender will provide such notice or communication by telephone and hard copy communication as well.

(b) Each party hereto agrees that the Administrative Agent may make the Communications available to the Lenders by posting the Communications on IntraLinks or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent) (the "Platform"). Nothing in this Section 12.14 shall prejudice the right of the Administrative Agent to make the Communications available to the Lenders in any other manner specified in the Loan Documents.

(c) The Parent Borrower hereby acknowledges that certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material nonpublic information with respect to the Borrowers or their securities) (each, a "Public Lender"). The Parent Borrower hereby agrees that (i) Communications that may not be made available to Public Lenders shall be clearly and conspicuously marked "PRIVATE" which, at a minimum, shall mean that the word "PRIVATE" shall appear prominently on the first page thereof, (ii) by not marking Communications "PRIVATE," the Parent Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Communications as either publicly available information or not material information (although it may be sensitive and proprietary) with respect to the Parent Borrower or its securities for purposes of United States federal and state securities laws, (iii) all Communications not marked "PRIVATE" are permitted to be made available through a portion of the Platform designated "Public Lender," and (iv) the Administrative Agent shall be entitled to treat any Communications that are marked "PRIVATE" as being suitable only for posting on a portion of the Platform not designated "Public Lender."

(d) Each Lender agrees that e-mail notice to it (at the address provided pursuant to the next sentence and deemed delivered as provided in the next paragraph) specifying that Communications have been posted to the Platform shall constitute effective delivery of such Communications to such Lender for purposes of the Loan Documents. Each Lender agrees (i) to notify the Administrative Agent in writing (including by electronic communication) from time to time to ensure that the Administrative Agent has on record an effective e-mail address for such Lender to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such e-mail address.

(e) Each party hereto agrees that any electronic communication referred to in this Section 12.14 shall be deemed delivered upon the posting of a record of such communication (properly addressed to such party at the e-mail address provided to the Administrative Agent) as "sent" in the e-mail system of the sending party or, in the case of any such communication to the Administrative Agent, upon the posting of a record of such communication as "received" in the e-mail system of the Administrative Agent; *provided,* that if such communication is not so received by the Administrative Agent during the normal business hours of the Administrative Agent, such communication shall be deemed delivered at the opening of business on the next Business Day for the Administrative Agent.

(f) Each party hereto acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Communications and the Platform are provided "as is" and "as available," (iii) none of the Administrative Agents, their affiliates nor any of their respective officers, directors, employees, Administrative Agents, advisors or representatives (collectively, the "Administrative Agent Parties") warrants the adequacy, accuracy or completeness of the Communications or the Platform, and each Administrative Agent Party expressly disclaims liability for errors or omissions in any Communications or the Platform, and (iv) no warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Administrative Agent Party in connection with any Communications or the Platform.

Section 12.15 USA Patriot Act Notice. Each Lender and the Administrative Agent hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of each of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the USA PATRIOT Act. The Borrowers hereby each agree that it will provide each Lender and the Administrative Agent with such information as they may request in order to satisfy the requirement of the USA PATRIOT Act.

Section 12.16 Acknowledgement and Consent to Bail-In Action. Notwithstanding any other term of any Loan Document or any other agreement, arrangement or understanding between the parties hereto, each party hereto acknowledges and accepts any liability of any Affected Financial Institution arising under any Loan Document may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution;

(b) the effects of any Bail-In Action in relation to any such liability, including, if applicable (i) a reduction, in full or in part, or cancellation of any such liability; (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under any Loan Document; and (iii) a variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 12.17 Intercreditor Agreements. Each Lender hereunder authorizes and instructs the Agents to enter into (i) with respect to any Permitted Priority Lien Debt, any Acceptable Priority Lien Intercreditor Agreement and (ii) with respect to any Debt permitted hereunder which is expressly permitted to be secured by a Lien on the Collateral that is pari passu with or junior to the Liens securing the Indebtedness, any Acceptable Pari/Junior Lien Intercreditor Agreement, in each case, as and when contemplated hereunder (including, in each case, any and all amendments, amendments and restatements, modifications, supplements and acknowledgements thereto permitted hereby from time to time). The Agents and the Lenders hereby acknowledge and agree to be bound by all such provisions to the extent in effect. Notwithstanding anything herein to the contrary, each Lender, the Administrative Agent and the Collateral Agent acknowledges that the Lien and security interest granted to the Collateral Agent pursuant to the Security Instruments and the exercise of any right or remedy by the Administrative Agent and/or the Collateral Agent thereunder, are subject to the provisions of any Acceptable Pari/Junior Lien Intercreditor Agreement or Acceptable Priority Lien Intercreditor Agreement to the extent in effect. In the event of a conflict or any inconsistency between the terms of any Acceptable Pari/Junior Lien Intercreditor Agreement or Acceptable Priority Lien Intercreditor Agreement, on the one hand, and the Security Instruments, on the other, the terms of the applicable Acceptable Pari/Junior Lien Intercreditor Agreement or Acceptable Priority Lien Intercreditor Agreement shall prevail to the extent then in effect.

Section 12.18 Force Majeure. In no event shall the Agents be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, public emergencies, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the Agents shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 12.19 Joint and Several Liability; Etc.

(a) The Borrowers shall have joint and several liability in respect of all Indebtedness hereunder without regard to any defense (other than the defense of payment), setoff or counterclaim which may at any time be available to or be asserted by any other Loan Party against the Lenders, or by any other circumstance whatsoever (with or without notice to or knowledge of the Borrowers) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrowers' liability hereunder, in bankruptcy or in any other instance, and such Indebtedness of the Borrowers shall not be conditioned or contingent upon the pursuit by the Lenders or any other person at any time of any right or remedy against the Borrowers or against any other person which may be or become liable in respect of all or any part of the Indebtedness or against any Collateral or guarantee therefor or right of offset with respect thereto. The Borrowers hereby acknowledge that this Agreement is the independent and several obligation of each Borrower (regardless of which Borrower shall have delivered a Borrowing Request) and may be enforced against each Borrower separately, whether or not enforcement of any right or remedy hereunder has been sought against any other Borrower. Each Borrower hereby expressly waives, with respect to any of the Loans made to any other Borrower hereunder and any of the amounts owing hereunder by such other Loan Parties in respect of such Loans, diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any Lender exhaust any right, power or remedy or proceed against such other Loan Parties under this Agreement or any other Loan Document or any other agreement or instrument referred to herein or against any other person under any other guarantee of, or security for, any of such amounts owing hereunder.

(b) Without in any way affecting or limiting Section 12.19(a), (x) the Co-Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Parent Borrower on behalf of the Co-Borrower, and any such action so taken by the Parent Borrower shall be binding on the Co-Borrower and (y) the Parent Borrower hereby agrees that all actions required or permitted to be taken hereunder by the Borrowers may be taken by the Co-Borrower on behalf of the Parent Borrower, and any such action so taken by theCo-Borrower shall be binding on the Parent Borrower.

**[SIGNATURES BEGIN NEXT PAGE]**

The parties hereto have caused this Second Lien Credit Agreement to be duly executed as of the day and year first above written.

**PARENT BORROWER**: HORNBECK OFFSHORE SERVICES, INC.

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

**CO-BORROWER**: HORNBECK OFFSHORE SERVICES, LLC

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

**ADMINISTRATIVE AGENT**: WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

**COLLATERAL AGENT**: WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Nicole Kroll
Name: Nicole Kroll
Title: Assistant Vice President

**SCHEDULE 2.01**

**COMMITMENTS**

**SCHEDULE 7.05**

**LITIGATION**

(a) Gulf Island Shipyards, LLC ("Gulf Island") filed suit on October 2, 2018, against the Co-Borrower in the 22nd Judicial District Court in the Parish of St. Tammany, Louisiana, alleging that the Co-Borrower breached two Vessel Construction Agreements and disrupted Gulf Island's ability to perform the contracts. Gulf Island claims $38M in damages. The Co-Borrower considers these claims to be without merit, and has answered Gulf Island's lawsuit and filed counterclaims. The Co-Borrower also filed a reconventional demand against Zurich Insurance Company and Fidelity & Deposit Company of Maryland (collectively, the "Sureties") for breaching the terms of surety bonds issued by them that secured Gulf Island's obligations under each Vessel Construction Agreement. The Co-Borrower alleges breach of the bonds and bad faith. Both Gulf Island and the Sureties have filed general denials. In May 2019, the Court ruled in favor of the Co-Borrower's summary judgment motion finding that title of the hulls and inventory in the possession of Gulf Island vests with the Co-Borrower. The Court did not grant the Co-Borrower possession of the property and the Co-Borrower has filed a writ appealing the court's denial of summary judgment.

(b) Prompted by unfounded allegations made by competitors of Hornbeck Offshore Services de México, S. de R.L. de C.V. ("HOSMEX"), Marina Mercante commenced an investigation into the status of HOSMEX as a qualified naviera. HOSMEX filed Amparo proceedings in the Seventh Federal District Court of Administrative Affairs in Mexico City seeking preliminary and permanent injunctions because Marina Mercante lacks jurisdiction to perform investigations into the status of HOSMEX as a coastwise qualified shipping company under Mexican law and because HOSMEX satisfies all such conditions under Mexico's foreign investment laws. A favorable injunction was obtained by HOSMEX, which continues to operate in compliance with Mexican law. A final hearing on this matter has yet to be scheduled.

(c) The Company concluded an arbitration proceeding with Astromarítima Navegação S.A. ("Astromarítima") in Brazil in 2019. The arbitrators awarded the Company approximately $1,997,993.59, which is offset by an award in Astromaritima's favor of $908,595.92. Astromaritima is undergoing a court supervised Brazilian restructuring. It is unclear that the judgment can be collected. It is also unclear whether Astromaritima could enforce its judgment against the Company without set off.

**SCHEDULE 7.06(f)**

**PROPERTY NOT IN COMPLIANCE WITH OPA**

None.

**SCHEDULE 7.14**

**SUBSIDIARIES**

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore Services, Inc.

| | |
|---|---|
| Legal name: | Hornbeck Offshore Services, LLC |
| Legal name: | Hornbeck Offshore Transportation, LLC |
| Legal name: | HOS-IV, LLC |
| Legal name: | Hornbeck Offshore Trinidad & Tobago, LLC |
| Legal name: | Hornbeck Offshore Operators, LLC |
| Legal name: | Energy Services Puerto Rico, LLC |
| Legal name: | HOS Port II, LLC |
| Legal name: | Hornbeck Offshore International, LLC |
| Legal name: | HOS Port, LLC |
| Legal name: | Hornbeck Offshore Rigging Services & Equipment, LLC |
| Legal name: | HOS International, Inc. |
| Legal name: | Hornbeck Offshore Specialty Services, LLC |
| Legal name: | KMS 124, LLC |
| Legal name: | HOS WELLMAX Services, LLC |

The following Person is a 49% owned subsidiary of Hornbeck Offshore Services, LLC

| | |
|---|---|
| Legal name: | Hornbeck Offshore Services de México, S. de R.L. de C.V. |

The following Person is a 100% owned subsidiary of Hornbeck Offshore Services, LLC

| | |
|---|---|
| Legal name: | HOS Holding, LLC |

Each of the following Persons is a 99% owned subsidiary of Hornbeck Offshore Services, LLC and a 1% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: HOS Leasing de México, S.A. de C.V. SOFOM E.N.R.

Legal name: Hornbeck Offshore Operators de México, S. de R.L. de C.V.

Each of the following Persons is a 100% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: Hornbeck Offshore Cayman, Ltd.

Legal name: HOI Holding, LLC

The following Person is a 100% owned subsidiary of Hornbeck Offshore Cayman, Ltd.

Legal name: Seahorse Crew Management, Ltd.

The following Person is a 1% owned subsidiary of Hornbeck Offshore Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: T.N. Percheron, S. de R.L. de C.V.

The following Person is a 1% owned subsidiary of Hornbeck Offshore Specialty Services, LLC and a 99% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: HOS de México, S. de R.L. de C.V.

The following Person is a 1% owned subsidiary of HOS Holding, LLC and a 99% owned subsidiary of HOI Holding, LLC

Legal name: HOS de México II, S. de R.L. de C.V.

Legal name: HOS de México III, S. de R.L. de C.V.

Each of the following Persons is a 0.1% owned subsidiary of Hornbeck Offshore Services, LLC and a 99.9% owned subsidiary of Hornbeck Offshore International, LLC

Legal name: Hornbeck Offshore Navegaçao Ltda.

Legal name: HON Navegacão II, Ltda.

**SCHEDULE 7.15**

**LOCATION OF BUSINESS AND OFFICES**

| | |
|---|---|
| Legal name: | Hornbeck Offshore Services, Inc. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 2757751 |
| Legal name: | Hornbeck Offshore Services, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 2603868 |
| Legal name: | Hornbeck Offshore Transportation, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3469782 |
| Legal name: | HOS-IV, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3664519 |

| | |
|---|---|
| Legal name: | Hornbeck Offshore Trinidad & Tobago, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3756721 |
| Legal name: | Hornbeck Offshore Operators, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 2757747 |
| Legal name: | Energy Services Puerto Rico, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3469783 |
| Legal name: | HOS Port II, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 3855226 |
| Legal name: | Hornbeck Offshore International, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |

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|---|---|
| Organization number: | 3920301 |
| Legal name: | HOS Port, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 4077391 |
| Legal name: | Hornbeck Offshore Rigging Services & Equipment, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 4366577 |
| Legal name: | HOS International, Inc. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 5503861 |
| Legal name: | Hornbeck Offshore Specialty Services, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 4379725 |

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|---|---|
| Legal name: | KMS 124, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 5747799 |
| Legal name: | HOS WELLMAX Services, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 5812928 |
| Legal name: | HOS Holding, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization | Delaware |
| Organization number: | 6671628 |
| Legal name: | Hornbeck Offshore Services de México, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 389382 |
| Legal name: | HOS Leasing de México, S.A. de C.V. SOFOM E.N.R. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |

| | |
|---|---|
| Jurisdiction of organization: | Mexico |
| Organization number: | 98203 |
| Legal name: | Hornbeck Offshore Operators de México, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 390994 |
| Legal name: | Hornbeck Offshore Cayman, Ltd. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Cayman Islands |
| Organization number: | CT 145149 |
| Legal name: | HOI Holding, LLC |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Delaware |
| Organization number: | 6671625 |
| Legal name: | Seahorse Crew Management, Ltd. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Cayman Islands |
| Organization number: | CT 145162 |

| | |
|---|---|
| Legal name: | T.N. Percheron, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 5252911 |

| | |
|---|---|
| Legal name: | HOS de México, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | 5250481 |

| | |
|---|---|
| Legal name: | HOS de México II, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | N2018024136 |

| | |
|---|---|
| Legal name: | HOS de México III, S. de R.L. de C.V. |
| Current location of chief executive office or principal place of business: | 103 Northpark Boulevard, Suite 300<br>Covington, Louisiana 70433 |
| Jurisdiction of organization: | Mexico |
| Organization number: | N2019083733 |

| | |
|---|---|
| Legal name: | Hornbeck Offshore Navegação Ltda. |
| Current location of chief executive office or principal place of business: | Avenida Paisagista José Silva de Azevado Neto no. 200, Bloco 6, salas 313, 314, 315, 316 and 317, Barra da Tijuca, Rio de Janeiro, RJ CEP 22.775-056 |
| Jurisdiction of organization: | Brazil |
| Organization number: | 11.022.104/0001-13 |
| Legal name: | HON Navegacão II, Ltda. |
| Current location of chief executive office or principal place of business: | Rua Sá e Albuquerque N454, Sala 2D<br>Jaraguá, Maceió, AL CEP 57.022-180 |
| Jurisdiction of organization: | Brazil |
| Organization number: | 25.295.865/0001-53 |

**SCHEDULE 7.16**

**PROPERTIES; TITLES, ETC.**

7.16(a)

| VESSEL NAME | RECORD OWNER | OFFICIAL NUMBER | I.M.O NO. (IF ANY) | FLAG | NOTES |
|---|---|---|---|---|---|
| Kemosabe | Hornbeck Offshore Operators, LLC | 1190172 | N/A | United States | Vessel is not coastwise endorsed |
| HOSLift | HOS Port, LLC | 1259887 | N/A | United States | Vessel is not coastwise endorsed |

7.16(d)

None.

**SCHEDULE 7.17**

**HEDGING OBLIGATIONS**

None.

**SCHEDULE 8.11(b)**

**VESSEL REFLAGGING TRANSACTION INFORMATION**

| U.S. FLAGGED VESSEL NAME | CLASS | CATEGORY | VALUE | EFFECTIVE DATE LOW SPEC SPECIFIED VESSELS |
|---|---|---|---|---|
| HOS Super H | 200 Class | Low-Spec OSV | $570,000 | Yes |
| HOS Explorer | 200 Class | Low-Spec OSV | $520,000 | Yes |
| HOS Voyager | 200 Class | Low-Spec OSV | $460,000 | Yes |
| HOS Pioneer | 200 Class | Low-Spec OSV | $670,000 | Yes |
| HOS Beaufort | 200 Class | Low-Spec OSV | $830,000 | Yes |
| HOS Douglas | 200 Class | Low-Spec OSV | $1,010,000 | Yes |
| HOS Nome | 200 Class | Low-Spec OSV | $1,030,000 | Yes |
| HOS Cornerstone | 240 Class | Low-Spec OSV | $980,000 | Yes |
| HOS Innovator | 240 Class | Low-Spec OSV | $1,230,000 | Yes |
| HOS Dominator | 240 Class | Low-Spec OSV | $1,440,000 | Yes |
| HOS Beignet | 240 Class | Hi-Spec OSV | $1,280,000 | Yes |
| HOS Boudin | 240 Class | Hi-Spec OSV | $1,140,000 | Yes |
| HOS Bourre | 240 Class | Hi-Spec OSV | $1,000,000 | Yes |
| HOS Coquille | 240 Class | Hi-Spec OSV | $1,090,000 | Yes |
| HOS Cayenne | 240 Class | Hi-Spec OSV | $920,000 | Yes |
| HOS Chicory | 240 Class | Hi-Spec OSV | $1,100,000 | Yes |
| HOS Bluewater | 240ED Class | Hi-Spec OSV | $2,070,000 | No |
| HOS Gemstone | 240ED Class | Hi-Spec OSV | $2,150,000 | No |
| HOS Greystone | 240ED Class | Hi-Spec OSV | $2,240,000 | No |
| HOS Silverstar | 240ED Class | Hi-Spec OSV | $2,370,000 | No |
| HOS Polestar | 240ED Class | Hi-Spec OSV | $4,640,000 | No |
| HOS Shooting Star | 240ED Class | Hi-Spec OSV | $4,630,000 | No |
| HOS North Star | 240ED Class | Hi-Spec OSV | $4,880,000 | No |
| HOS Lode Star | 240ED Class | Hi-Spec OSV | $4,960,000 | No |

| | | | | |
|---|---|---|---|---|
| HOS Resolution | 250EDF Class | Hi-Spec OSV | $4,920,000 | No |
| HOS Mystique | 250EDF Class | Hi-Spec OSV | $16,460,000 | No |
| HOS Pinnacle | 250EDF Class | Hi-Spec OSV | $5,840,000 | No |
| HOS Windancer | 250EDF Class | Hi-Spec OSV | $6,000,000 | No |
| HOS Wildwing | 250EDF Class | Hi-Spec OSV | $6,240,000 | No |
| HOS Brimstone | 265 Class | Hi-Spec OSV | $2,120,000 | No |
| HOS Stormridge | 265 Class | Hi-Spec OSV | $2,180,000 | No |
| HOS Sandstorm, | 265 Class | Hi-Spec OSV | $2,230,000 | No |
| HOS Red Dawn | 300 Class | Ultra Hi-Spec OSV | $16,390,000 | No |
| HOS Red Rock | 300 Class | Ultra Hi-Spec OSV | $18,470,000 | No |
| HOS Black Foot | 310 Class | Ultra Hi-Spec OSV | $22,690,000 | No |
| HOS Black Rock | 310 Class | Ultra Hi-Spec OSV | $23,030,000 | No |
| HOS Black Watch | 310 Class | Ultra Hi-Spec OSV | $23,520,000 | No |
| HOS Briarwood | 310 Class | Ultra Hi-Spec OSV | $23,020,000 | No |
| HOS Commander | 320 Class | Ultra Hi-Spec OSV | $20,930,000 | No |
| HOS Carolina | 320 Class | Ultra Hi-Spec OSV | $21,750,000 | No |
| HOS Claymore | 320 Class | Ultra Hi-Spec OSV | $21,730,000 | No |
| HOS Captain | 320 Class | Ultra Hi-Spec OSV | $22,890,000 | No |
| HOS Clearview | 320 Class | Ultra Hi-Spec OSV | $23,380,000 | No |
| HOS Crockett | 320 Class | Ultra Hi-Spec OSV | $23,800,000 | No |
| HOS Caledonia | 320 Class | Ultra Hi-Spec OSV | $24,370,000 | No |
| HOS Cedar Ridge | 320 Class | Ultra Hi-Spec OSV | $25,860,000 | No |
| HOS Carousel | 320 Class | Ultra Hi-Spec OSV | $25,170,000 | No |

**SCHEDULE 8.14-1**

**VESSEL COLLATERAL***

*Each Vessel indicated with an asterisk is not required, as of the Effective Date, to be subjected to a Maritime Mortgage in favor of the Collateral Agent or to satisfy the Vessel Collateral Requirements until such Vessel's (i) delivery to any Loan Party, and (ii) documentation with the U.S. Coast Guard, unless such Vessel shall constitute an Excluded Vessel.

| VESSEL NAME | RECORD OWNER | OFFICIAL NUMBER | I.M.O NO. (IF ANY) | FLAG |
|---|---|---|---|---|
| HOS Achiever | Hornbeck Offshore Services, LLC | 1759 | 9414163 | Vanuatu |
| HOS Bayou | Hornbeck Offshore Services, LLC | 1244577 | 9647681 | United States |
| HOS Beaufort | Hornbeck Offshore Services, LLC | 1076186 | 9208887 | United States |
| HOS Beignet | Hornbeck Offshore Services, LLC | 1097129 | 9240184 | United States |
| HOS Black Foot | Hornbeck Offshore Services, LLC | 1244582 | 9647693 | United States |
| HOS Black Rock | Hornbeck Offshore Services, LLC | 1244583 | 9647708 | United States |
| HOS Black Watch | Hornbeck Offshore Services, LLC | 1244581 | 9647710 | United States |
| HOS Bluewater | Hornbeck Offshore Services, LLC | 1136268 | 9273480 | United States |
| HOS Boudin | Hornbeck Offshore Services, LLC | 1088474 | 9229922 | United States |
| HOS Bourre | Hornbeck Offshore Services, LLC | 1076184 | 9216377 | United States |
| HOS Brass Ring | Hornbeck Offshore Navegação Ltda. | 15137 | 9672636 | Brazil |
| HOS Briarwood | Hornbeck Offshore Services, LLC | 1244594 | 9672648 | United States |
| HOS Brigadoon | HOS de Mexico, S. de R.L. de C.V. | 27013434324 | 9207596 | Mexico |
| HOS Brimstone | Hornbeck Offshore Services, LLC | 1124426 | 9271016 | United States |

| | | | | |
|---|---|---|---|---|
| HOS Browning | HOS de Mexico II, S. de R.L. de C.V. | 31015887326 | 9587398 | Mexico |
| HOS Caledonia | Hornbeck Offshore Services, LLC | 1244585 | 9647629 | United States |
| HOS Captain | Hornbeck Offshore Services, LLC | 1244589 | 9647590 | United States |
| HOS Carolina | Hornbeck Offshore Services, LLC | 1244587 | 9647576 | United States |
| HOS Carousel | Hornbeck Offshore Services, LLC | 1246522 | 9672600 | United States |
| HOS Cayenne | Hornbeck Offshore Services, LLC | 1076117 | 9207182 | United States |
| HOS Cedar Ridge | Hornbeck Offshore Services, LLC | 1246521 | 9672595 | United States |
| HOS Centerline | Hornbeck Offshore Services, LLC | 981472 | 9040546 | United States |
| HOS Chicory | Hornbeck Offshore Services, LLC | 1076182 | 9224934 | United States |
| HOS Claymore | Hornbeck Offshore Services, LLC | 1244588 | 9647588 | United States |
| HOS Clearview | Hornbeck Offshore Services, LLC | 1244579 | 9647605 | United States |
| HOS Colt | HOS de Mexico II, S. de R.L. de C.V. | 31015910322 | 9686156 | Mexico |
| HOS Commander | Hornbeck Offshore Services, LLC | 1244578 | 9647564 | United States |
| HOS Coquille | Hornbeck Offshore Services, LLC | 1076183 | 9219848 | United States |
| HOS Coral | HOS de Mexico II, S. de R.L. de C.V. | 31015878326 | 9518622 | Mexico |
| HOS Cornerstone | Hornbeck Offshore Trinidad and Tobago, LLC | 1091051 | 9227065 | United States |
| HOS Crestview | HOS de Mexico II, S. de R.L. de C.V. | 31015879326 | 9647631 | Mexico |
| HOS Crockett | Hornbeck Offshore Services, LLC | 1244584 | 9647617 | United States |

| | | | | |
|---|---|---|---|---|
| HOS Crossfire | Hornbeck Offshore Services, LLC | 31014661325 | 9203459 | Mexico |
| HOS Dakota | HOS de Mexico, S. de R.L. de C.V. | 31014660323 | 9207601 | Mexico |
| HOS Deepwater | HOS de Mexico, S. de R.L. de C.V. | 27013417227 | 9221841 | Mexico |
| HOS Dominator | Hornbeck Offshore Services, LLC | 1122403 | 9265811 | United States |
| HOS Douglas | Hornbeck Offshore Services, LLC | 1088475 | 9234551 | United States |
| HOS Explorer | HOS-IV, LLC | 1076230 | 8964410 | United States |
| HOS Gemstone | Hornbeck Offshore Services, LLC | 1141952 | 9270995 | United States |
| HOS Greystone | Hornbeck Offshore Services, LLC | 1144440 | 9271004 | United States |
| HOS Hawke | Hornbeck Offshore Services, LLC | 2451 | 9214630 | Vanuatu |
| HOS Innovator | Hornbeck Offshore Services, LLC | 1108573 | 9251808 | United States |
| HOS Iron Horse | HOS de Mexico II, S. de R.L. de C.V | 31015893326 | 9457050 | Mexico |
| HOSLift | HOS Port, LLC | 1259887 | N/A | United States |
| HOS Lode Star | Hornbeck Offshore Services, LLC | 1205155 | 9472440 | United States |
| HOS Mystique | Hornbeck Offshore Services, LLC | 1205143 | 9472323 | United States |
| HOS Navegante | Hornbeck Offshore Services, LLC | 2247 | 9214953 | Vanuatu |
| HOS Nome | Hornbeck Offshore Services, LLC | 1097128 | 9236884 | United States |
| HOS North Star | Hornbeck Offshore Services, LLC | 1205154 | 9472438 | United States |
| HOS Pinnacle | Hornbeck Offshore Services, LLC | 1205149 | 9472385 | United States |
| HOS Pioneer | HOS-IV, LLC | 1091418 | 8964434 | United States |
| HOS Polestar | Hornbeck Offshore Services, LLC | 1205152 | 9472414 | United States |
| HOS Red Dawn | Hornbeck Offshore Services, LLC | 1244590 | 9647643 | United States |
| HOS Red Rock | Hornbeck Offshore Services, LLC | 1244591 | 9647655 | United States |
| HOS Remington | HOS de Mexico II, S. de R.L. de C.V | 31015886329 | 9686144 | Mexico |
| HOS Renaissance | HOS de Mexico II, S. de R.L. de C.V | 31016079324 | 9647667 | Mexico |
| HOS Resolution | Hornbeck Offshore Services, LLC | 1205144 | 9472335 | United States |

| | | | | |
|---|---|---|---|---|
| HOS Ridgewind | HOS de Mexico II, S. de R.L. de C.V | 31016074324 | 9260706 | Mexico |
| HOS Riverbend | Hornbeck Offshore Services, LLC | 1244595 | 9647679 | United States |
| HOS Sandstorm | Hornbeck Offshore Services, LLC | 1124424 | 9246865 | United States |
| HOS Saylor | Hornbeck Offshore Services, LLC | 2480 | 9214941 | Vanuatu |
| HOS Shooting Star | Hornbeck Offshore Services, LLC | 1205153 | 9472426 | United States |
| HOS Silver Arrow | HOS de Mexico II, S. de R.L. de C.V | 31015882322 | 9495533 | Mexico |
| HOS Silverstar | Hornbeck Offshore Services, LLC | 1144439 | 9273478 | United States |
| HOS Stormridge | Hornbeck Offshore Services, LLC | 1124421 | 9246877 | United States |
| HOS Strongline | Hornbeck Offshore Services, LLC | 988333 | 9040534 | United States |
| HOS Super H | Hornbeck Offshore Services, LLC | 1075422 | 9206683 | United States |
| HOS Sweet Water | HOS de Mexico II, S. de R.L. de C.V | 31015892321 | 9495545 | Mexico |
| HOS Thunderfoot | HOS de Mexico, S. de R.L. de C.V. | 04013741323 | 9211937 | Mexico |
| HOS Voyager | HOS-IV, LLC | 1065076 | 8964915 | United States |
| HOS Warhorse* | Hornbeck Offshore Services, LLC | 1258860 | 9696591 | Application filed to document under United States flag |
| HOS Warland | Hornbeck Offshore Services, LLC | 1253611 | 9742704 | United States |
| HOS Wild Horse* | Hornbeck Offshore Services, LLC | 1258861 | 9696606 | Application filed to document under United States flag |
| HOS Wildwing | Hornbeck Offshore Services, LLC | 1205151 | 9472402 | United States |
| HOS Winchester | HOS de Mexico II, S. de R.L. de C.V | 3105891327 | 9490064 | Mexico |
| HOS Windancer | Hornbeck Offshore Services, LLC | 1205150 | 9472397 | United States |
| HOS Woodland | Hornbeck Offshore Services, LLC | 1253612 | 9742716 | United States |
| Kemosabe | Hornbeck Offshore Operators, LLC | 1190172 | N/A | United States |

**SCHEDULE 8.14-2**

**VESSEL COLLATERAL REQUIREMENTS**

The following requirements shall be met with respect to any Vessel Collateral (including when any Vessel Collateral is reflagged) within the applicable time period specified in the Agreement:

(a) the owner of such Vessel Collateral shall be or shall have become a Loan Party, and such owner and any bareboat charterer of such Vessel Collateral that is a Loan Party shall have: (i) duly authorized, executed and delivered (A) if necessary, a joinder to the Guaranty and Collateral Agreement or a guaranty agreement comparable to the Guaranty and Collateral Agreement in form and substance satisfactory to the Collateral Agent; (B) an Assignment of Insurances and the related notice of assignment with respect to such Vessel Collateral documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama, or Vanuatu flags, and the HOS CROSSFIRE; (C) a Mexican Non-Possessory Pledge Agreement and the related pledge incorporation notice with respect to such Mexican-flag Vessel Collateral; (D) an assignment of insurances and related notice of assignment comparable to the Assignment of Insurances and related notice of assignment in form and substance satisfactory to the Collateral Agent with respect to such Vessel Collateral registered under the Brazil flag or under another flag not specified in this Schedule; and (E) with respect to the owner of such Vessel Collateral, a Maritime Mortgage with respect to such Vessel Collateral; and (ii) with respect to the owner of such Vessel Collateral, caused such Maritime Mortgage to be filed and recorded or registered in accordance with the laws of the applicable flag jurisdiction in which such Vessel Collateral is registered and such Maritime Mortgage shall be effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable perfected second preferred or second priority mortgage lien (so long as the Exit First Lien Credit Agreement is still in effect, and thereafter a first preferred or first priority mortgage lien) upon such Vessel Collateral under the laws of such applicable flag jurisdiction subject only to Permitted Maritime Liens;

(b) all filings, deliveries of instruments and other actions necessary or desirable in the reasonable opinion of the Collateral Agent to perfect and preserve the security interests described in clause (a) above under the laws of the applicable flag jurisdiction in which such Vessel Collateral is registered and (if required) in the jurisdiction of organization of the owner and any bareboat charterer of such Vessel Collateral shall have been duly effected (provided that the foreign Maritime Mortgages and other related security interests shall become effective within the applicable time period specified in the Agreement) and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to it and such customary legal opinions reasonably satisfactory to it; and

(c) the Collateral Agent shall have received each of the following within the applicable time period specified in the Agreement:

(i) except with respect to Stacked Vessels or Vessels that are not classed, a copy of the certificate of class issued by the American Bureau of Shipping or such other classification society that is a member of the International Association of Classification Societies, which is valid and unexpired, showing the Vessel Collateral to be free of overdue recommendations affecting class and an affidavit executed by a Responsible Officer or the vessel documentation manager (who is responsible for managing the class of the Vessels) of the Borrowers not more than ten (10) days prior to the date such Vessel becomes Vessel Collateral attesting that the Vessel Collateral is in class and free of overdue recommendations affecting class as of the date of such affidavit;

(ii) a vessel title abstract, a certificate of ownership and encumbrance or transcript of register or other equivalent certificate confirming registration of such Vessel Collateral under the law and flag of the applicable flag jurisdiction, the record owner of the Vessel Collateral and all Liens of record (which may only be Permitted Maritime Liens) for such Vessel Collateral, such certificate to be issued within forty-five (45) days after the date any such Vessel documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama, or Vanuatu flag becomes Vessel Collateral and within sixty (60) days after the date any such Vessel registered under another flag becomes Vessel Collateral, and in a form reasonably satisfactory to the Collateral Agent and the Administrative Agent;

(iii) with respect to such Vessel Collateral documented under the U.S. flag or registered under the Liberia, Marshall Islands, Panama, or Vanuatu flag:

(A) a customary letter of undertaking addressed to the Collateral Agent and the Administrative Agent, issued by the protection and indemnity association in which such Vessel Collateral (other than any such Vessel Collateral so long as it is operating in Mexican waters, the KEMOSABE, and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) is entered;

(B) copies of certificates of entry for such Vessel Collateral (other than for any such Vessel Collateral so long as it is operating in Mexican waters, the KEMOSABE, and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect), issued by the protection and indemnity association in which such Vessel Collateral is entered reflecting the endorsement of the loss payable clause required under the applicable Assignment of Insurances or Maritime Mortgage;

(C) a certificate of insurances and a combined broker's letter of undertaking and report, addressed to and in form and scope reasonably acceptable to the Collateral Agent and the Administrative Agent, from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the insurance requirements of the applicable Maritime Mortgage, the acceptance or acknowledgment by the underwriters of notice of assignment of insurances, and the endorsement of loss payable clauses on the policies, and containing such

other confirmations and undertakings as are customary for the marine insurance market for the offshore service vessel industry and otherwise in conformity with the insurance requirements of the applicable Maritime Mortgage (other than for any such Vessel Collateral with respect to protection and indemnity cover so long as it is operating in Mexican waters, and except for the requirements with respect to the KEMOSABE and the HOSLIFT (so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) to name the Administrative Agent and/or the Collateral Agent as an additional insured, to waive subrogation against the Administrative Agent and/or the Collateral Agent, obtain acceptance or acknowledgment of notice of assignment of insurances, and to endorse loss payable clauses on the policies);

(D) a fleet premium lien waiver issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral (other than for the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect);

(E) a joint policy signature endorsement issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect); and

(F) in the case of the KEMOSABE and the HOSLIFT, a certificate of insurances in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders;

(iv) with respect to such Vessel Collateral registered under the Mexican flag:

(A) a customary letter of undertaking issued by the Mexican underwriter of the Mexican fronting policies concerning the protection and indemnity cover for such Vessel Collateral;

(B) copies of certificates of entry for reinsurance for such Vessel Collateral issued by the protection and indemnity association in which such Vessel Collateral is entered;

(C) evidence that the loss payable clause in the Maritime Mortgage on such Vessel Collateral (each a "Mexican Maritime Mortgage") has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the protection and indemnity cover for such Vessel Collateral;

(D) a combined broker's letter of undertaking and report, addressed to and in form and scope reasonably acceptable to the Collateral Agent and the Administrative Agent, from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and Administrative Agent, confirming the particulars and

placement of the Mexican hull and machinery and protection and indemnity insurances covering such Vessel Collateral and its compliance with the insurance requirements of the Mexican Maritime Mortgage, the endorsement of loss payable clauses on the policies, and containing such confirmations and undertakings as are customary for the marine insurance market for the offshore service vessel industry;

(E) evidence that the loss payable clause in the Mexican Maritime Mortgage has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the hull and machinery policies for such Vessel Collateral; and

(F) a fleet premium lien waiver issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral;

(v) in addition to the applicable requirements under clause (c)(iii) or (c)(vi) of this Schedule, with respect to any Vessel Collateral not registered under the Mexico flag so long as it is operating in Mexican waters:

(A) a customary letter of undertaking issued by the Mexican underwriter of the Mexican fronting policies concerning the protection and indemnity cover for such Vessel Collateral;

(B) copies of the certificate of entry for reinsurance for such Vessel Collateral issued by the protection and indemnity association in which such Vessel Collateral is entered;

(C) evidence that the loss payable clause in the same form as required under the form Mexican Maritime Mortgage has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the protection and indemnity cover for such Vessel Collateral;

(D) a combined broker's letter of undertaking and report from the Borrowers' marine insurance broker for the protection and indemnity cover required under Mexican law with respect to such Vessel Collateral; and

(E) a fleet premium lien waiver issued by the Borrowers' marine insurance broker for the protection and indemnity cover required under Mexican law with respect to such Vessel Collateral;

(vi) with respect to such Vessel Collateral registered under the Brazil flag and any other flag not herein specified: a certificate of insurances (including Hull and Machinery Insurance and P&I Club Insurance) and a certificate of entry for such Vessel Collateral or other evidence of insurance in form and substance reasonably satisfactory to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the insurance requirements of the applicable Maritime Mortgage, the acceptance or acknowledgment by the underwriters of the endorsement of total loss payable clauses on the policies;

(vii) mortgagee's interest insurance and mortgagee's interest additional perils (pollution) insurance risks covering the Vessel Collateral in favor of the Collateral Agent, as trustee/mortgagee, for the benefit of the Secured Parties;

(viii) a report from an independent marine insurance consultant appointed by the Collateral Agent and the Administrative Agent confirming the adequacy of the marine insurances covering the Vessel Collateral; and

(ix) a legal opinion from counsel to the Borrowers and other Loan Parties in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders (and, to the extent that such opinion only covers the proper filing of the Maritime Mortgage but not the proper recordation thereof, an agreement to provide a follow-up legal opinion).

**SCHEDULE 8.14-3**

**EFFECTIVE DATE MATERIAL REAL PROPERTY INTERESTS**

**(a) Owned Real Property**

| Name of Borrower/ Guarantor | Address of Real Estate | Description |
|---|---|---|
| Hornbeck Offshore Operators, LLC | 14082 West Club Deluxe Road Hammond, LA 70403 | Warehouse |

**(b) Leasehold Interests**

| Name of Borrower/ Guarantor | Address of Real Estate | Name of Landlord | Description |
|---|---|---|---|
| HOS Port, LLC | 1 Norman Doucet Dr., Golden Meadow, LA 70357 | Greater LaFourche Port Commission | HOS Port (GLF601 Port Lease) |
| HOS Port, LLC | 11 Norman Doucet Dr., Golden Meadow, LA 70357 | Greater LaFourche Port Commission | HOS Port (GLF602 Port Lease) |

**SCHEDULE 8.17**

**POST-CLOSING UNDERTAKINGS**

***Real Property Undertakings***

1. As soon as reasonably practicable but in any event within thirty (30) days following the Effective Date, the Administrative Agent shall have received recent Lien search results evidencing that no Liens exist on any Material Real Property Interest, other than those certain Permitted Encumbrances referenced in the Mortgages entered into in connection with the Exit First Lien Credit Agreement and this Agreement, such Lien Search results to be in the form of (i) mortgage certificates issued by the Clerks of Court for the Parishes in which the Material Real Property Interests are located, and (ii) UCC-11s issued by or on behalf of the Louisiana Secretary of State in the name of HOS Port, LLC and Hornbeck Offshore Operators, LLC.

2. As soon as reasonably practicable but in any event within forty-five (45) days following the Effective Date, the applicable Loan Parties shall or shall cause, the registration or recordation of or delivery of, as applicable:

   (a) a Superpriority Act of Leasehold Mortgage, Pledge of Leases and Security Agreement between HOS Port, LLC, as mortgagor and the Collateral Agent, as mortgagee in respect of (i) that certain tract of land pursuant to a contract of lease dated December 12, 2002, originally by and between Greater Lafourche Port Commission, as lessor, and Rowan Marine Services, Inc., as lessee, registered in COB 1519, page 166, under Entry No. 928941, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time), together with an appropriate UCC-1 fixture filing with respect to leasehold improvements owned by HOS Port, LLC (the "**Port Fourchon, South Yard Leasehold**"), and (ii) that certain tract of land pursuant to a contract of lease dated January 1, 2003, originally by and between Greater Lafourche Port Commission, as lessor, and ASCO USA, L.L.C., as lessee, registered in COB 1524, page 691, under Entry No. 932370, of the Conveyance Records of Lafourche Parish, Louisiana (as amended or otherwise modified from time to time), together with an appropriate UCC-1 fixture filing with respect to leasehold improvements owned by HOS Port, LLC (the "**Port Fourchon, North Yard Leasehold**");

   (b) a Superpriority Act of Mortgage and Security Agreement between Hornbeck Offshore Operators, LLC, as mortgagor and the Collateral Agent, as mortgagee relating to that certain warehouse located as 14802 West Club De Luxe Road, Hammond, Louisiana, 70403, together with an appropriate UCC-1 fixture filing (the "**Hammond Property**");

(c) a Nondisturbance, Attornment, Landlord's Consent and Estoppel Agreement (Second Lien Mortgage) between Greater Lafourche Port Commission, as landlord, HOS Port, LLC, as tenant and the Collateral Agent, as mortgagee relating to the Port Fourchon, South Yard Leasehold, with respect to the mortgage required pursuant to Item 2(a), and upon execution of any new mortgage upon the Port Fourchon, South Yard Leasehold required by the Administrative Agent in connection with the Final Order; and

(d) a Nondisturbance, Attornment, Landlord's Consent and Estoppel Agreement (Second Lien Mortgage) between Greater Lafourche Port Commission, as landlord, HOS Port, LLC, as tenant and the Collateral Agent, as mortgagee relating to the Port Fourchon, North Yard Leasehold, with respect to the mortgage required pursuant to Item 2(a), and upon execution of any new mortgage upon the Port Fourchon, North Yard Leasehold required by the Administrative Agent in connection with the Final Order;

(e) $100,000,000 Title Insurance Leasehold Loan Policy for HOS Port, LLC with respect to the South Yard Leasehold and the North Yard Leasehold, and $2,000,000 Title Insurance Loan Policy for Hornbeck Offshore Operators, LLC, with respect to the Hammond Property, each issued by Chicago Title Insurance Company, each with the following endorsements:

i. Variable Rate (please see Page 2 of the Loan Policy for this endorsement);

ii. Restrictions, Encroachments, Minerals (please see Page 2 of the Loan Policy for this endorsement);

iii. Leasehold-Loan;

iv. Deletion of Arbitration-Loan Policy;

v. Commercial Environmental Protection Lien;

vi. Access and Entry;

vii. Subdivision;

viii. Easement – Damage or Enforced Removal;

ix. Location;

x. Same as Survey;

xi. Doing Business;

xii. Usury;

xiii. Single Tax Parcel;

xiv. Street Assessments;

xv. Utility Access; and

xvi. Contiguity – Multiple Parcels

(f) a legal opinion of counsel to the Borrowers as to the capacity of HOS Port, LLC regarding due authorization, execution and enforceability of the mortgage identified in Item 2(a) above, and financing statements, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders; and

(g) a legal opinion of counsel to the Borrowers as to the capacity of Hornbeck Offshore Operators, LLC regarding due authorization, execution and enforceability of the mortgage identified in Item 2(b) above, and financing statements, in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders.

3. As soon as reasonably practicable but in any event upon within forty-five (45) days following the Effective Date, the Real Property Interests shall be insured against loss or damage, and the Loan Parties shall cause the Collateral Agent to be named as loss payee, as trustee/mortgagee, and as an additional insured with respect to the insurance policies required in accordance with Section 8.08(b) of this Agreement.

***Maritime Undertakings***

1. **Maritime Mortgage-Related Documentation**

As soon as reasonably practicable after the Effective Date but in any event:

(a) within forty-five (45) days following the Effective Date, the Administrative Agent shall have received copies of the recorded Maritime Mortgages for the U.S.-flag and Vanuatu-flag Vessels received from the relevant Governmental Authority; and

(b) within forty-five (45) days following the Effective Date, the Administrative Agent shall have received Abstracts of Title for the U.S.-flag Vessels and Certificates of Ownership and Encumbrance for the Vanuatu-flag Vessels, reflecting that the respective Maritime Mortgages have been recorded.

2. Upon receipt of items 3(a) and 3(b) (above), the Administrative Agent shall have received a legal opinion of special maritime counsel to the Borrowers regarding the proper recordation of the Maritime Mortgages for the U.S.-flag and Vanuatu-flag Vessels.

3. **Insurance-Related Documentation**

With respect to the U.S.-flag and Vanuatu-flag Vessel Collateral, as soon as reasonably practicable after the Effective Date but in any event:

(a) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received a customary letter of undertaking issued by the protection and indemnity association ("**P&I Club**") in which the Vessel Collateral (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) is entered;

(b) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received copies of the new Certificates of Entry for the Vessel Collateral (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) issued by the P&I Club reflecting the endorsement of the loss payable clause;

(c) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received certificates of insurance and a combined broker's letter of undertaking and report from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the provisions of this Agreement, the acceptance or acknowledgment by the underwriters of notice of assignment of insurances, and the endorsement of loss payable clauses on the policies, and containing such other confirmations and undertakings as are customary in the marine insurance market for the domestic offshore service vessel industry and otherwise in conformity with the insurance requirements of the applicable Maritime Mortgages (except for the requirements with respect to the KEMOSABE and the HOSLIFT (so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect) to name the Administrative Agent and/or the Collateral Agent as an additional insured, to waive subrogation against the Administrative Agent and/or the Collateral Agent, obtain acceptance or acknowledgement of notice of assignment of insurances, and to endorse loss payable clauses on the policies);

(d) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received a fleet premium lien waiver issued by the Borrowers' marine insurance broker (other than for the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect);

(e) within seven (7) Business Days following the Effective Date, the Administrative Agent shall have received duly executed and delivered counterparts (in such numbers as may be required by the Administrative Agent) of the Assignment of Insurances with respect to the Vessel Collateral, signed by each Loan Party that owns such Vessel Collateral;

(f) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received joint policy signature endorsement issued by the Borrowers' marine insurance broker (other than for the KEMOSABE and the HOSLIFT so long as the bareboat charter of the HOSLIFT in effect as of the Effective Date remains in full force and effect);

(g) within five (5) Business Days following the Effective Date, the Administrative Agent shall have received (i) a certificate of insurances for the KEMOSABE and the HOSLIFT in form and substance reasonably acceptable to the Administrative Agent and the Required Lenders;

(h) within fifteen (15) Business Days following the Effective Date, the Administrative Agent and/or Collateral Agent shall have received a report from an independent marine insurance consultant appointed by the Collateral Agent and the Administrative Agent confirming the adequacy of the marine insurances covering the Vessel Collateral, in satisfaction of clause (c)(viii) of the Vessel Collateral Requirements; and

(i) within forty-five (45) days following the Effective Date, the Administrative Agent shall have received mortgagee's interest insurance and mortgagee's interest additional perils (pollution) insurance risks covering the Vessel Collateral in favor of the Collateral Agent, as trustee/mortgagee, for the benefit of the Secured Parties.

***Mexican Undertakings***

For the purpose of this section entitled "Mexican Undertakings", "**Mexican Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York or Mexico (including for payment, settlement and clearing in Mexico), or the Maritime Public Registry of Mexico city or the Registry of Liens Over Movable Assets, are authorized or required by law to remain closed.

1. **Mexican Non-Possessory Pledge Agreements**

(a) Within seven (7) Mexican Business Days following the date of execution of the Mexican law governed non-possessory pledge agreements (the "**Mexican Non-Possessory Pledge Agreements**") over all or substantially all of the assets of each of Hornbeck Offshore Services de Mexico, S. de R.L. de C.V. ("**HOS MEX**"), HOS de Mexico, S. de R.L. de C.V. ("**HOS de MEX**") and HOS de Mexico II, S. de R.L. de C.V. ("**HOS de MEX II**", and together with HOS MEX and HOS de MEX, the "**Mexican Guarantors**"), between the Collateral Agent, as pledgee and each Mexican Guarantor, as pledgor, the Parent Borrower shall cause each Mexican Guarantor to deliver a duly executed power of attorney in favor of the Collateral Agent in accordance with the applicable Mexican Non-Possessory Pledge Agreement and in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders.

(b) Within five (5) Mexican Business Days following the date of execution of the Mexican Non-Possessory Pledge Agreements, the Parent Borrower shall register, or shall cause the registration of each Mexico Non-Possessory Pledge Agreement before the Sole Registry of Liens Over Movable Assets (*Registro Único de Garantías Mobiliarias*) of Mexico.

(c) Within three (3) Mexican Business Days following the date of execution of the Mexican Non-Possessory Pledge Agreements, the Parent Borrower shall deliver, or shall cause the delivery of, a pledge incorporation notice with respect to insurances pledged thereunder to the insurer(s) in accordance with the applicable Mexican Non-Possessory Pledge Agreements.

2. **Mexican Maritime Mortgage**

(a) Within five (5) Mexican Business Days following the execution of any Mexican law governed maritime mortgage agreement (the "**Mexican Maritime Mortgages**") over any Vessels owned by HOS de MEX, HOS de MEX II and the Co-Borrower, between, among others, HOS de MEX, HOS de MEX II or the Co-Borrower (as applicable), as mortgagor and the Collateral Agent, as mortgagee, with the acknowledgment of HOS MEX (as applicable), the Parent Borrower shall cause to have submitted for registration such Mexican Maritime Mortgage with the National Maritime Public Registry of Mexico.

(b) Within five (5) Mexican Business Days following the date of execution of any Mexican Maritime Mortgages, the Parent Borrower shall cause each of HOS MEX, HOS de MEX II and the Co-Borrower to deliver a duly executed power of attorney in favor of the Collateral Agent as set forth in and pursuant to applicable Mexican Maritime Mortgage.

(c) As soon as reasonably practicable but in any event within sixty (60) Mexican Business Days following the Effective Date, the Administrative Agent shall have received Certificates Evidencing the Entries made in the Relevant Maritime Folio issued by the Mexican Public Maritime Registry for the Vessels registered under Mexico Flag reflecting no Liens of record encumbering such Vessel Collateral under Mexico law other than those Liens created pursuant to any Maritime Mortgages entered into in connection with the Exit First Lien Credit Agreement and this Agreement.

(d) With respect to the Mexican-flag Vessel Collateral, as soon as reasonably practicable after the Effective Date but in any event:

i. within sixty (60) days following the Effective Date, the Administrative Agent shall have received a customary letter of undertaking issued by the Mexican underwriter of the Mexican fronting policies concerning the protection and indemnity cover for such Vessel Collateral;

ii. within thirty (30) days following the Effective Date, copies of certificates of entry for reinsurance for such Vessel Collateral issued by the protection and indemnity association in which such Vessel Collateral is entered;

iii. within sixty (60) days following the Effective Date, evidence that the loss payable clause in the Mexican Maritime Mortgage on such Vessel Collateral has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the protection and indemnity cover for such Vessel Collateral;

iv. within thirty (30) days following the Effective Date, a combined broker's letter of undertaking and report, addressed to and in form and scope reasonably acceptable to the Collateral Agent and the Administrative Agent, from the Borrowers' marine insurance broker or such other firm of marine insurance brokers reasonably acceptable to the Collateral Agent and Administrative Agent, confirming the particulars and placement of the Mexican hull and machinery and protection and indemnity insurances covering such Vessel Collateral and its compliance with the insurance requirements of the Mexican Maritime Mortgage, the endorsement of loss payable clauses on the policies, and containing such confirmations and undertakings as are customary for the marine insurance market for the offshore service vessel industry;

v. within sixty (60) days following the Effective Date, evidence that the loss payable clause in the Mexican Maritime Mortgage has been endorsed by the Mexican underwriters on the Mexican fronting policy concerning the hull and machinery policies for such Vessel Collateral;

vi. within thirty (30) days following the Effective Date, a fleet premium lien waiver issued by the Borrowers' marine insurance broker with respect to such Vessel Collateral; and

vii. with respect to the HOS CROSSFIRE only, within seven (7) Business Days following the Effective Date, the Administrative Agent shall have received a duly executed and delivered counterpart (in such numbers as may be required by the Administrative Agent) of the Assignment of Insurances with respect to the HOS CROSSFIRE, among others, as described in Item 3(e) under the Maritime Undertakings of this Schedule, signed by the Loan Party that owns the HOS CROSSFIRE.

3. **Mexican Equity Interest Pledge Agreements / Mexican Stock Pledge Agreement**

(a) Upon the date of execution of the Mexican law governed stock pledge agreement (the "**Mexican Stock Pledge Agreement**") over the shares in HOS Leasing de México, S.A. de C.V. ("**HOS Leasing**"), between the Collateral Agent, as pledgee, each of Hornbeck Offshore Services, LLC and Hornbeck Offshore International, LLC, as pledgor (each a "**Pledgor**") and HOS Leasing, as company, the Parent Borrower shall cause HOS Leasing to deliver (i) all original share certificates representing the pledged shares, duly endorsed "*in pledge*" (*en prenda*) in favor of the Collateral Agent and (ii) a certified copy of the stock registry book (*libro de registro de acciones*) of HOS Leasing, containing a notation duly certified by the Secretary of HOS Leasing, stating that the shares in HOS Leasing have been pledged in favor of the Collateral Agent.

(b) Upon the date of execution of the Mexican law governed equity interest pledge agreements (the "**Mexican Equity Interest Pledge Agreements**") over the shares and/or interests in each of HOS MEX, HOS de MEX, HOS de MEX II, Hornbeck Offshore Operators de México S. de R.L. de C.V., T.N. Percheron, S. de R.L. de C.V. and HOS de México III, S. de R.L. de C.V. (together with HOS Leasing, each

a "**Mexican Issuer**"), between the Collateral Agent, as pledgee, each of Hornbeck Offshore Services, LLC, Hornbeck Offshore International, LLC, HOS Holding, LLC and HOI Holding, LLC, as pledgor (each a "**Pledgor**") and each Mexican Issuer, as company, the Parent Borrower shall cause each Mexican Issuer (as applicable) to deliver a certified copy of its registry book (*libro especial de socios*) containing a notation duly certified by the Secretary such Mexican Issuer.

(c) Within five (5) Business Days after the execution of the Mexican Equity Interest Pledge Agreements and the Mexican Stock Pledge Agreement, the Parent Borrower shall cause each Pledgor to deliver a duly executed power of attorney in favor of the process agent in accordance with the applicable Mexican Equity Interest Pledge Agreements and Mexican Stock Pledge Agreement and in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders.

(d) Within five (5) Mexican Business Days following the date of execution of the Mexican Equity Interest Pledge Agreements and the Mexican Stock Pledge Agreement, the Parent Borrower shall cause each Pledgor to deliver a duly executed power of attorney in accordance with the applicable Mexican Equity Interest Pledge Agreements and Mexican Stock Pledge Agreement and in form and substance reasonably satisfactory to the Collateral Agent and the Required Lenders.

***Brazilian Undertakings***

For the purpose of this section entitled "Brazilian Undertakings", "**Brazilian Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York, the city of São Paulo, State of São Paulo or in the city of Rio de Janeiro, State of Rio de Janeiro are required by law to remain close.

1. **Brazilian Fiduciary Sale in Guarantee of Quotas - HON**

(a) Within five (5) Brazilian Business Days following the date of execution of the Brazilian law governed Private Instrument of Fiduciary Sale in Guarantee of Quotas (the "**Brazilian Equity Pledge Agreement**") over the shares and/or interests in Hornbeck Offshore Navegação Ltda. (the "**Brazilian Guarantor**"), between the Collateral Agent, Hornbeck Offshore Services, LLC and Hornbeck Offshore International, LLC, as fiduciary assignors (the "**Fiduciary Assignors**") and the Brazilian Guarantor, as company, the Parent Borrower shall cause the Fiduciary Assignors and/or the Brazilian Guarantor (i) to file the Brazilian Equity Pledge Agreement for registration with the competent Registry of Deeds and Documents of the City of Rio de Janeiro, State of Rio de Janeiro (the "**Brazilian Registry**") and (ii) to provide the Collateral Agent with evidence in electronic format of such filing.

(b) Within two (2) Brazilian Business Days following the date of registration of the Brazilian Equity Pledge Agreement with the Brazilian Registry, the Collateral Agent shall have received evidence in electronic format that the Brazilian Equity Pledge Agreement was duly registered with the Brazilian Registry.

(c) Within seven (7) Brazilian Business Days following the date of registration of the Brazilian Equity Pledge Agreement with the Brazilian Registry, the Collateral Agent shall have received in an address in Brazil an executed original and physical version of the Brazilian Equity Pledge Agreement duly registered with the Brazilian Registry.

(d) Within five (5) Brazilian Business Days following the date of execution of the Brazilian Equity Pledge Agreement, (i) the Parent Borrower shall cause the Brazilian Guarantor to execute an amendment to its articles of association to include a reference to the creation of the fiduciary sale under the terms of the Brazilian Equity Pledge Agreement and (ii) the Collateral Agent shall have received evidence in electronic format of such amendment to the Brazilian Guarantor's articles of association.

(e) Within twenty (20) Brazilian Business Days following the date of execution of the Brazilian Equity Pledge Agreement, the Collateral Agent shall have received evidence in electronic format of the amendment to the Brazilian Guarantor's articles of association duly registered with the Board of Trade of the State of Rio de Janeiro.

2. **Fiduciary Assignment in Guarantee of Bank Accounts and Credit Rights**

(a) Within five (5) Brazilian Business Days following the date of execution of the Brazilian law governed Private Instrument of Fiduciary Assignment in Guarantee of Bank Account and Credit Rights (the "**Brazilian Bank Account Pledge**") relating to the bank accounts of the Brazilian Guarantor, between the Brazilian Guarantor, as fiduciary assignor, and the Collateral Agent, the Parent Borrower shall cause the Brazilian Guarantor (i) to file the Brazilian Bank Account Pledge for registration with the Brazilian Registry and (ii) to provide the Collateral Agent with evidence of such filing.

(b) Within two (2) Brazilian Business Days following the date of registration of the Brazilian Bank Account Pledge with the Brazilian Registry, the Collateral Agent shall have received evidence in electronic format that the Brazilian Bank Account Pledge was duly registered with the Brazilian Registry.

(c) Within seven (7) Brazilian Business Days following the date of registration of the Brazilian Bank Account Pledge with the Brazilian Registry, the Collateral Agent shall have received in a Brazilian address an executed original and physical version of the Brazilian Bank Account Pledge duly registered with the Brazilian Registry.

(d) Within five (5) Brazilian Business Days following the date of execution of the Brazilian Bank Account Pledge, the Parent Borrower shall cause the delivery by the Brazilian Guarantor of a fiduciary assignment notice with respect to each bank account pledged thereunder to the account bank(s) in accordance with the Brazilian Bank Account Pledge.

(e) As soon as reasonably practicable after the Effective Date but in any event within ten (10) days following the Effective Date, the Parent Borrower shall cause the Brazilian Guarantor to enter into a Brazilian law governed Depositary Services Agreement over the Escrow Account (as defined below) with the Collateral Agent and Banco Bradesco S.A. (as depositary).

(f) Within one (1) Brazilian Business Day following the execution of the Depositary Services Agreement, the Parent Borrower shall cause the Brazilian Guarantor to transfer an amount equal to fifteen million Brazilian Reais (R$15,000,000.00) from the bank accounts subject to Brazilian Bank Account Pledge into an escrow account in the name of the Brazilian Guarantor (Account Bank: Banco Bradesco S.A.; Account No. 446203) (the "**Escrow Account**").

3. **Brazilian Letter of Guaranty**

(a) Within five (5) Brazilian Business Days following the execution of the Brazilian law governed letter of guaranty (the '**Brazilian Letter of Guaranty**") guaranteeing, among other things, the obligations of the Borrowers under the Loan Documents, between the Brazilian Guarantor, as guarantor and the Collateral Agent, the Parent Borrower shall cause the Brazilian Guarantor (i) to file the Brazilian Letter of Guaranty for registration with the Brazilian Registry and (ii) to provide the Collateral Agent with evidence in electronic format of such filing.

(b) Within two (2) Brazilian Business Days following the date of registration of the Brazilian Letter of Guaranty with the Brazilian Registry, the Collateral Agent shall have received evidence in electronic format that the Brazilian Letter of Guaranty was duly registered with the Brazilian Registry.

(c) Within seven (7) Brazilian Business Days following the date of registration of the Brazilian Letter of Guaranty with the Brazilian Registry, the Collateral Agent shall have received at a Brazilian address an executed original and physical version of the Brazilian Letter of Guaranty duly registered with the Brazilian Registry.

4. **Vessel Fiduciary Sale in Guarantee**

(a) Within thirty (30) Brazilian Business Days following the execution of the First Loan, Parties shall enter into the Deed of Fiduciary Sale in Guarantee before the Maritime Notary in relation to the vessel HOS BRASS RING ("**Vessel Fiduciary Sale**");

(b) Within ninety (90) days consecutive days from the date of the issuance of the Fiduciary Sale deed certificate from Maritime Notary, provided that such registration with the Admiralty Court shall be made within the maximum 150 consecutive days from the date of issuance of the Fiduciary Sale, the Vessel Fiduciary Sale shall be registered with Admiralty Court.

(c) Within a period of fifteen (15) Brazilian Business Days the execution of the Vessel Fiduciary Sale, the Collateral Agent shall have received evidence of file for registration of the Vessel Fiduciary Sale before the Port Authority of the State of Alagoas.

(d) within a period of ten (10) Brazilian Business Days after registration of the Vessel Fiduciary Sale with the Admiralty Court, file for issuance of a new version of the certificate of Registration of Maritime Property evidencing the registration of the Vessel Fiduciary Sale.

(e) Within five (5) Brazilian Business Days from issuance of the new certificate of Registration of Maritime Property, the Collateral Agent shall have received a copy of the new version of the certificate of Registration of Maritime Property.

5. **Terms of Release**

(a) The Terms of Release shall be presented to any public registry, to any board of trade and to any third party, in order to effect the release of the Security Interests. There is no deadline established, but the Terms of Release shall be registered before all registries where the previous guarantees were constituted in order to constitute a new one.

6. **Brazilian Fiduciary Sale of Quotas – HON II**

(a) Within ten (10) Brazilian Business Days following the execution of the Fiduciary Sale in Guarantee of Quotas – HON II ("**Fiduciary Sale – HON II**"), the Fiduciary Sale – HON II shall be filed for registration with the competent Registry of Deeds and Documents of the City of Maceió, State of Alagoas.

(b) Within five (5) Brazilian Business Days following the date of registration of the Fiduciary Sale – HON II, the Collateral Agent shall have received evidence in electronic format that the Fiduciary Sale – HON II was registered with the competent Registry of Deeds and Documents of the City of Maceió, State of Alagoas.

(c) Within 10 (ten) Brazilian Business Days following the date of registration of the Fiduciary Sale – HON II, the Collateral Agent shall have received an original and physical version of this Agreement duly registered with the competent Registry of Deeds and Documents of the City of Maceió, State of Alagoas.

(d) Within five (5) Brazilian Business Days following the date of execution of the Fiduciary Sale – HON II, (i) the Parent Borrower shall cause the Brazilian Guarantor to execute an amendment to its articles of association to include a reference to the creation of the fiduciary sale under the terms of the Fiduciary Sale – HON II and (ii) the Collateral Agent shall have received evidence in electronic format of such amendment to the Brazilian Guarantor's articles of association.

(e) Within twenty (20) Brazilian Business Days following the date of execution of the Fiduciary Sale – HON II, the Collateral Agent shall have received evidence in electronic format of the amendment to the Brazilian Guarantor's articles of association duly registered with the Board of Trade of the State of Alagoas.

7. **Brazilian Maritime Insurance-Related Documentation**

Within thirty (30) Brazilian Business Days following the date in which the Fiduciary Sale deed of the Vessel is executed, the Administrative Agent shall have received: a certificate of insurances (including Hull and Machinery Insurance and P&I Club Insurance) and a certificate of entry for such Vessel Collateral or other evidence of insurance in form and substance reasonably satisfactory to the Collateral Agent and the Administrative Agent, confirming the particulars and placement of the marine insurances covering such Vessel Collateral and its compliance with the insurance requirements of the applicable Maritime Mortgage, the endorsement of total loss payable clauses on the policies.

**SCHEDULE 9.01**

**EXISTING INVESTMENTS**

The equity ownership as in effect on the Effective Date and as described on Schedule 7.14.

**SCHEDULE 9.03**

**EXISTING LIENS**

| Debtor | Secured Party | Date Filed | Filing Office | File Number | Collateral | Vessel |
|---|---|---|---|---|---|---|
| Hornbeck Offshore Services, LLC | Gulf Island Shipyards, LLC | 02/17/2017 | Delaware Secretary of State | 2017 1120028 | All of Debtor's right, title and interest in and to all of the following:<br>(a) the Vessel;<br>(b) the Owner Furnished Items;<br>(c) any and all other goods, equipment, components, Materials, supplies, and property at any time delivered to Secured Party for incorporation into, or that has been incorporated in, the Vessel | HOS Warhorse |
| Hornbeck Offshore Services, LLC | Gulf Island Shipyards, LLC | 02/17/2017 | Delaware Secretary of State | 2017 1120200 | All of Debtor's right, title and interest in and to all of the following:<br>(a) the Vessel;<br>(b) the Owner Furnished Items;<br>(c) any and all other goods, equipment, components, Materials, supplies, and property at any time delivered to Secured Party for incorporation into, or that has been incorporated in, the Vessel | HOS Wild Horse |
| Hornbeck Offshore Services LLC and Hornbeck Offshore International LLC | Wilmington Trust, National Association | May 29, 2020 | 4º RTD – RJ (Registry of Titles and Documents of Rio de Janeiro) | 1032681 | Private Instrument of Fiduciary Sale in Guarantee of Quotas | N/A |
| Hornbeck Offshore Navegação Ltda. | Wilmington Trust, National Association | May 29, 2020 | 4º RTD – RJ (Registry of Titles and Documents of Rio de Janeiro) | 1032680 | Letter of Guaranty | N/A |
| Hornbeck Offshore Navegação Ltda. | Wilmington Trust, National Association | May 28, 2020 | 4º RTD – RJ (Registry of Titles and Documents of Rio de Janeiro) | 1032672 | Private Instrument of Fiduciary Assignment in Guarantee of Bank Accounts and Credit Rights | N/A |

**SCHEDULE 9.06(L)**

**AFFILIATE TRANSACTIONS**

***Registration Rights***

Under the terms of certain agreements, various persons, including Todd M. Hornbeck, Troy A. Hornbeck, Larry D. Hornbeck, James O. Harp, Jr., Carl G. Annessa, Patricia B. Melcher, and the William Herbert Hunt Trust Estate, have the right to include some or all of their shares of existing common stock, par value $.01 per share (the "Old Common Stock"), of the Parent Borrower in any registration statement that the Parent Borrower files involving its Old Common Stock, subject to certain limitations. Messrs. Todd and Troy Hornbeck, are entitled to require the Parent Borrower to file a registration statement under the Securities Act of 1933 to sell some or all of the Old Common Stock held by them. Such registration rights will expire with the cancellation of the Parent Borrower's Old Common Stock on the Effective Date.

***Notice***

Todd M. Hornbeck and Troy A. Hornbeck have agreed to give the Parent Borrower notice of, and an opportunity to make a competing offer regarding, a decision by either of them to sell or consider accepting an offer to sell to a single person or entity shares of Old Common Stock representing 5% or more of the Parent Borrower's Old Common Stock, other than in compliance with Rule 144 or to an affiliate or family member of the holder. Such notice obligation will expire with the cancellation of the Parent Borrower's Old Common Stock on the Effective Date.

***Certain Indemnity Agreements***

The Parent Borrower has entered into a separate indemnity agreement with each of its executive officers and its directors that provide, among other things, that the Parent Borrower will indemnify such officer or director, under the circumstances and to the extent provided in the agreement, for expenses, damages, judgments, fines and settlements he may be required to pay in actions or proceedings which he is or may be made a party by reason of his position as an executive officer or director of the Parent Borrower, and otherwise to the fullest extent permitted under Delaware law and the Parent Borrower's Bylaws. Effective on the Effective Date, the Parent Borrower is entering into new indemnification agreements with its executive officers and directors. These agreements are in addition to the indemnification provided to the Parent's Borrowers officers and directors under its Bylaws and in accordance with Delaware law. The Parent Borrower has agreed to indemnify Todd M. Hornbeck, the Parent Borrower's President and Chief Executive Officer, for any claims, demands, causes of action and damages that may arise from use of his personal watercraft for Parent Borrower business purposes.

***Facilities Use Agreement and Related Agreements.***

For the past twenty-two years, Larry D. Hornbeck's family has personally supported the development of the Parent Borrower by hosting numerous events at the Hornbeck Family Ranch, located in Houston County, Texas, including constructing at their own expense, a hunting lodge and related facilities and providing access to 4,700 acres adjoining the lodge and related facilities.

The Hornbeck Family Ranch and related facilities have been used for functions intended to foster client and vendor relations, management retreats, Board of Directors meetings and special Parent Borrower promotional events. The Hornbeck Family Ranch also plays a vital role in the Parent Borrower's business continuity plan in the event the Parent Borrower's corporate headquarters is impacted by a natural disaster. Until December 31, 2005, these facilities were used by the Parent Borrower without charge. The Board of Directors determined that the use of the Hornbeck Family Ranch in the past and going forward has been and is beneficial to the Parent Borrower's business. As of February 14, 2006, the Parent Borrower entered into a Facilities Use Agreement and implemented an amendment to an existing Indemnification Agreement with Larry D. Hornbeck, one of the Parent Borrower's directors. The Facilities Use Agreement and the amendment to such Indemnification Agreement became effective as of January 1, 2006, and were approved by the Parent Borrower's audit committee and by the independent members of the Board of Directors on February 14, 2006. On May 7, 2015, the Parent Borrower entered into an Amended and Restated Indemnification Agreement (the "Restated Indemnification Agreement") with Larry D. Hornbeck, one of the Parent Borrower's directors, Joan M. Hornbeck and Hornbeck Family Ranch, LP, which amended and restated the Indemnification Agreement. The Restated Indemnification Agreement provides for indemnification by the Parent Borrower of such parties as well as certain other indemnitees, including the Parent Borrower's Chairman, President and Chief Executive Officer, Todd M. Hornbeck, for any claims, demands, causes of action and damages that may arise out of the Parent Borrower's current and expanded use of the Hornbeck Family Ranch and related facilities and premises for Parent Borrower functions such as client and vendor events, management retreats, Board of Directors meetings and special Parent Borrower promotional events. The Restated Indemnification Agreement also provides that the Parent Borrower shall secure and maintain insurance coverage of the types and amounts sufficient to provide adequate protection against the liabilities that may arise under the Restated Indemnification Agreement. The Restated Indemnification Agreement was approved by the independent members of the Board of Directors on April 28, 2015.

The agreements govern the Parent Borrower's use of the Hornbeck Family Ranch and related facilities. The Facilities Use Agreement will remain in effect until December 31, 2020 unless it is terminated or extended by its terms. The Facilities Use Agreement automatically renews on an annual basis unless either party provides the other party 30 days written notice of termination. The Facilities Use Agreement also provides that the Parent Borrower will pay Mr. Larry Hornbeck an annual use fee of $150,000 for the Parent Borrower's use of the facilities and reimburse Mr. Larry Hornbeck for certain other variable costs related to the Parent Borrower's use of the ranch facilities. In addition to costs incurred directly by the Parent Borrower's for such activities, the Parent Borrower replenishes expendable goods used by Parent Borrower invitees to the facilities.

In 2006, Larry D. Hornbeck transferred ownership of the land on which the Hornbeck Family Ranch is located to a family limited partnership in which trusts on behalf of the children of Todd M. Hornbeck and Troy A. Hornbeck are the limited partners. The general partner of the family limited partnership is controlled by Todd M. Hornbeck and Troy A. Hornbeck. The family limited partnership has entered into a long-term lease of the property to Larry Hornbeck and acknowledged and agreed to the Parent Borrower's use of the Hornbeck Family Ranch and related facilities under the Facilities Use Agreement and the Indemnification Agreement.

The Parent Borrower has provided, and may from time to time in the future at its own expense and with Mr. Larry Hornbeck's prior approval provide, additional amenities for its representatives and invitees. Certain of these amenities may, by their nature, remain with the property should the Parent Borrower ever cease to use the Hornbeck Family Ranch. In approving the Facilities Use Agreement and establishing the use fee amount, the audit committee and independent members of the Board of Directors considered the costs of comparable third party facilities and determined that the combined facilities use fee and anticipated reimbursement of variable costs was substantially lower than costs for the use of such comparable facilities.

On the Effective Date, the Parent Borrower is entering into an Amended and Restated Facilities Use Agreement with Larry D. Hornbeck to be effective as of June 1, 2020.

In the first quarter of 2012, the independent members of the Board of Directors acknowledged the service that Mr. Larry Hornbeck has provided the Parent Borrower and acknowledged that the commitment of time and energy associated with this service is substantial and is provided independently from his service as a director. In order to appropriately compensate Mr. Larry Hornbeck for these services, the independent members of the Board of Directors approved a consulting agreement between the Parent Borrower and Mr. Larry Hornbeck effective January 1, 2012. Under the terms of such agreement, Mr. Larry Hornbeck agreed, among other things, to make himself available to the Parent Borrower, the Chief Executive Officer of the Parent Borrower, the Board of Directors or any committee of the Board of Directors to assist in the assessment of potential targets for acquisitions, to travel for Parent Borrower projects, to attend industry meetings and to provide assistance in other ways, in exchange for consideration of $12,000 per month paid as consulting fees.

Effective on the Effective Date, the Parent Borrower is entering into an amended and restated consulting agreement with Larry D. Hornbeck, the terms of which will include consideration to Larry D. Hornbeck of $20,333 per month paid as consulting fees.

***Trade Name and Trademark License Agreement***

The Second Amended and Restated Trade Name and Trademark License Agreement dated September 28, 2012 by and between HFR, LLC, as licensor and Hornbeck Offshore Operators, LLC, as licensee, with respect to certain trade names and trademarks related to the name "Hornbeck" and certain logos in the style of a horse's head.

Effective on the Effective Date, the Second Amended and Restated Trade Name and Trademark License Agreement will be replaced with the Third Amended and Restated Trade Name and Trademark License Agreement

**Exhibit 10.16**
Execution Version

**AMENDMENT NO. 1 TO SECOND LIEN CREDIT AGREEMENT AND AMENDMENT NO. 1 TO THE EFFECTIVE DATE JUNIOR LIEN INTERCREDITOR AGREEMENT**

This FIRST AMENDMENT (this "**First Amendment**"), dated as of December 22, 2021, is made by and among Hornbeck Offshore Services, Inc., a Delaware corporation ("**HOSI**" or the "**Parent Borrower**"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("**HOS**" or the "**Co-Borrower**"); and the Parent Borrower together with the Co-Borrower, collectively, the "**Borrowers**" and each, a "**Borrower**"; each of the Lenders party hereto; Wilmington Trust, National Association as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Administrative Agent**"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Collateral Agent**") and as Debt Representative (as defined in the Effective Date Junior Lien Intercreditor Agreement). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Amended Second Lien Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Parent Borrower, the Co-Borrower, the lenders party thereto from time to time, the Administrative Agent and the Collateral Agent are party to that certain Second Lien Term Loan Credit Agreement, dated as of September 4, 2020, and as amended, restated, supplemented, waived or otherwise modified from time to time prior to the First Amendment Effective Date referred to below, the "**Existing Second Lien Credit Agreement**" and, as amended by this First Amendment, the "**Amended Second Lien Credit Agreement**");

WHEREAS, the Parent Borrower, the Co-Borrower, the Administrative Agent and the Lenders party hereto (which for the avoidance of doubt constitute Required Lenders) desire to make certain changes to the Existing Second Lien Credit Agreement and the Effective Date Junior Lien Intercreditor Agreement on the First Amendment Effective Date, in each case on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration`n, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Amendment to Credit Agreement.

(A) Clause (g) of Section 12.04 of the Existing Second Lien Credit Agreement is hereby amended and restated in its entirety as follows:

"(g) Notwithstanding anything in this Agreement to the contrary, any Lender may, at any time, assign (which such assignment may take the form of a transfer or contribution) all or a portion of its Loans on a non-pro rata basis to the Borrowers (A) in accordance with the procedures set forth on Exhibit L, pursuant to an offer made by the Borrowers available to all Lenders on a pro rata basis (a "Dutch Auction") or (B) pursuant to open market purchases, subject to the following limitations:

(i) in the event of a Dutch Auction, the Borrowers shall represent and warrant, as of the date of the launch of the Dutch Auction and on the date of any such assignment, that neither it, its Affiliates nor any of its respective directors or officers has any Excluded Information that has not been disclosed to the Lenders generally (other than to the extent any such Lender does not wish to receive material non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities) prior to such date;

(ii) in the event of an open market purchase, the Borrowers shall represent and warrant, as of the date of the launch of such open market purchase and on the date of any such assignment, that neither it, its Affiliates nor any of its respective directors or officers has any Excluded Information that has not been disclosed to the applicable Lenders (other than to the extent any such Lender does not wish to receive material non-public information with respect to the Parent Borrower or its Subsidiaries or any of their respective securities) prior to such date;

(iii) immediately and automatically, without any further action on the part of the Borrowers, any Lender, the Administrative Agent or any other Person, upon the effectiveness of such assignment, transfer or contribution of such Loans, such Loans and all rights and obligations as a Lender related thereto shall, for all purposes under this Agreement, the other Loan Documents and otherwise, be deemed to be irrevocably prepaid, terminated, extinguished, cancelled and of no further force and effect and the Borrowers shall neither obtain nor have any rights as a Lender hereunder or under the other Loan Documents by virtue of such assignment;

(iv) the Borrowers shall not use the proceeds of any Loans for any such assignment, transfer or contribution; and

(v) no Event of Default shall have occurred and be continuing before or immediately after giving effect to such assignment, transfer or contribution."; and

(B) The Effective Date Junior Lien Intercreditor Agreement is hereby amended by:

(i) deleting the definition of "Initial First Lien Obligations" and replacing it with the following (which for the avoidance of doubt will be deemed to satisfy any applicable requirement under Section 5.5 of Effective Date Junior Lien Intercreditor Agreement):

”Initial First Lien Obligations” means the “Indebtedness” as defined in the Initial First Lien Financing Documents and all other obligations of the Company and the Grantors from time to time arising under the Initial First Lien Financing Documents under or in respect of the due and punctual payment of (a) the principal of and premium if any, and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding) under the Initial First Lien Term Loan Agreement, when and as due, whether at maturity, by acceleration, upon repayment, prepayment or otherwise, and (b) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such proceeding), of the Company or any other Grantor under the Initial First Lien Term Loan Agreement owing to the Initial First Lien Secured Parties (in their capacity as such), including, without limitation, the 2021 Loans (as defined in the Initial First Lien Term Loan Agreement). Following a Refinancing in respect of the Initial First Lien Term Loan Agreement made in accordance with Section 5.5, all obligations (including but not limited to Refinancing Indebtedness) arising under or evidenced by the related Additional First Lien Financing Documents shall constitute “First Lien Obligations” for all purposes of this Agreement to the extent that such obligations would have constituted Initial First Lien Obligations if incurred under the Initial First Lien Financing Documents.”; and deleting the definition of “Initial First Lien Term Loan Agreement” and replacing it with the following:

”Initial First Lien Term Loan Agreement” means that certain First Lien Term Loan Credit Agreement, dated as of September 4, 2020, among the Company, the Co-Borrower, the Initial First Lien Lenders, the Initial First Lien Administrative Agent and the Initial First Lien Collateral Agent, as amended by Amendment No. 1 to First Lien Credit Agreement and Amendment No. 1 to the Effective Date Junior Lien Intercreditor Agreement among the Company, the Co-Borrower, the Initial First Lien Lenders party thereto, the Initial First Lien Administrative Agent and the Initial First Lien Collateral Agent.”

SECTION 2. Representations of the Borrowers. Each Borrower hereby represents and warrants to the other parties hereto as of the First Amendment Effective Date that:

(a) the execution, delivery and performance by it of this First Amendment (x) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of this First Amendment or the consummation of the transactions contemplated hereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required by this First Amendment and (y) does not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents);

(b) it has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to enter into this First Amendment and the execution, delivery and performance by it of this First Amendment, has been duly authorized by all necessary organizational action by it;

(c) each Borrower has duly executed and delivered this First Amendment, and this First Amendment, the Amended Second Lien Credit Agreement and each other Loan Document to which it is a party constitutes the legally valid and binding obligations of it, enforceable against it in accordance with its terms, subject to applicable Bankruptcy Law, laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law; and

(d) each of the representations and warranties set forth in the Amended Second Lien Credit Agreement and in the other Loan Documents shall be true and correct in all material respects on and as of the First Amendment Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on such respective dates.

SECTION 3. Conditions of Effectiveness. The effectiveness of this First Amendment on the First Amendment Effective Date is subject to the satisfaction (or waiver in accordance with Section 12.02(a) of the Existing Second Lien Credit Agreement) of the following conditions:

(a) the Administrative Agent (or its counsel) shall have received (i) from Lenders constituting Required Lenders and (ii) from the Borrowers, either (x) a counterpart of this First Amendment signed on behalf of such party or (y) written evidence reasonably satisfactory to the Administrative Agent (which may include delivery of a signed signature page of this First Amendment by facsimile or other means of electronic transmission (e.g., "pdf")) that such party has signed a counterpart of this First Amendment (the date of such satisfaction or waiver, the "**First Amendment Effective Date**"); and

(b) the Administrative Agent and the Lenders shall have received all fees payable thereto or to any Lender on or prior to the First Amendment Effective Date and, to the extent invoiced at least one Business Day prior to the First Amendment Effective Date, reimbursement or payment of all reasonable and documented out-of-pocket expenses (including reasonable fees, charges and disbursements of Paul, Weiss, Rifkind, Wharton & Garrison, Seward & Kissel, Creel, García-Cuéllar, Aiza y Enriquez, S.C. and Pinheiro Neto Advogados) required to be reimbursed or paid by the Loan Parties hereunder or under any Loan Document on or prior to the First Amendment Effective Date.

SECTION 4. Reference to and Effect on the Loan Documents.

(a) On and after the First Amendment Effective Date, each reference in the Amended Second Lien Credit Agreement to "hereunder", "hereof", "Agreement", "this First Amendment" or words of like import and each reference in the other Loan Documents to "Credit Agreement", "Second Lien Credit Agreement", "thereunder", "thereof" or words of like import shall, unless the context otherwise requires, mean and be a reference to the Amended Second Lien Credit Agreement as amended on the First Amendment Effective Date. From and after the First Amendment Effective Date, this First Amendment shall be a Loan Document under the Amended Second Lien Credit Agreement.

(b) The Security Instruments and each other Loan Document, as specifically amended by this First Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed, and the respective guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Security Instruments, notwithstanding the consummation of the transactions contemplated hereby, shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties under the Amended Second Lien Credit Agreement. Without limiting the generality of the foregoing, the Security Instruments and all of the Collateral described therein do and shall continue to secure the payment of all Indebtedness of the Loan Parties under the Loan Documents, in each case, as amended by this First Amendment.

(c) The execution, delivery and effectiveness of this First Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 5. Execution in Counterparts; Electronic Signature. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this First Amendment shall be effective as delivery of an original executed counterpart of this First Amendment, and the words "execution," "execute", "signed," "signature," and words of like import in or related to this First Amendment shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lenders party hereto or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Amendments; Headings; Severability. This First Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by the Borrowers or Administrative Agent and the Lenders party hereto. The Section headings used herein are for convenience of reference only, are not part of this First Amendment and are not to affect the construction of, or to be taken into consideration in interpreting this First Amendment. Any provision of this First Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. Governing Law; Etc.

(a) THIS FIRST AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST AMENDMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 12.09 OF THE AMENDED SECOND LIEN CREDIT AGREEMENT AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN MUTATIS MUTANDIS.

SECTION 8. No Novation. This First Amendment shall not discharge or release the Lien or priority of any Security Instrument or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the instruments securing the Existing Second Lien Credit Agreement or the Amended Second Lien Credit Agreement, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith and except to the extent repaid as provided herein. Nothing implied in this First Amendment or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a guarantor or pledgor under any of the Loan Documents.

SECTION 9. Notices. All notices hereunder shall be given in accordance with the provisions ofSection 12.01 of the Amended Second Lien Credit Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**PARENT BORROWER:**

**HORNBECK OFFSHORE SERVICES, INC.**

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

**CO-BORROWER:**

**HORNBECK OFFSHORE SERVICES, LLC**

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

**WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Administrative Agent, Collateral Agent and Debt Representative

By: /s/ Nelson Kercado
Name: Nelson Kercado
Title: Vice President

**REQUIRED LENDERS:**

**ASOF HOLDINGS I, L.P.**, as a Lender

By: ASOF Investment Management LLC,
its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B, L.P.**, as a Lender

By ASSF Management IV, L.P.,
its general partner

By: ASSF Management IV GP LLC,
its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P.**, as a Lender

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director,
Co-Chief Investment Officer

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV,** L.P.,
as a Lender

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director,
Co-Chief Investment Officer

**WHITEBOX CAJA BLANCA FUND, LP,**
as a Lender

By: Whitebox Caja Blanca GP LP,
its general manager

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX CREDIT PARTNERS, LP,**
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX GT FUND, LP**,
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title Deputy CCO & Legal Counsel

**WHITEBOX MULTI-STRATEGY PARTNERS, LP**, as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**WHITEBOX RELATIVE VALUE PARTNERS, LP**, as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title: Deputy CCO & Legal Counsel

**PANDORA SELECT PARTNERS, LP,**
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Daniel Altabef
Name: Daniel Altabef
Title Deputy CCO & Legal Counsel

**Exhibit 10.17**

**SECOND AMENDMENT TO SECOND LIEN CREDIT AGREEMENT**

This SECOND AMENDMENT TO SECOND LIEN CREDIT AGREEMENT (this "**Second Amendment**"), dated as of June 6, 2022, is made by and among Hornbeck Offshore Services, Inc., a Delaware corporation ("**HOSI**" or the "**Parent Borrower**"); Hornbeck Offshore Services, LLC, a Delaware limited liability company ("**HOS**" or the "**Co-Borrower**"); and the Parent Borrower together with the Co-Borrower, collectively, the "**Borrowers**" and each, a "**Borrower**"; each of the Lenders party hereto; Wilmington Trust, National Association as administrative agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Administrative Agent**"); and Wilmington Trust, National Association, as collateral agent for the Lenders (in such capacity, together with its successors in such capacity, the "**Collateral Agent**"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Amended Second Lien Credit Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Parent Borrower, the Co-Borrower, the lenders party thereto from time to time, the Administrative Agent and the Collateral Agent are party to that certain Second Lien Term Loan Credit Agreement, dated as of September 4, 2020, and as amended, restated, supplemented, waived or otherwise modified from time to time prior to the Second Amendment Effective Date referred to below, the "**Existing Amended Second Lien Credit Agreement**" and, as amended by this Second Amendment, the "**Second Amended Second Lien Credit Agreement**");

WHEREAS, the Parent Borrower, the Co-Borrower, the Administrative Agent and the Lenders party hereto (which for the avoidance of doubt constitute Required Lenders) desire to make certain changes to the Existing Amended Second Lien Credit Agreement on the Second Amendment Effective Date, in each case on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the conditions set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Amendment to Credit Agreement.

(a) Clause (i) of the definition of "Approved Vessel Reflagging Transaction" in Section 1.02 of the Existing Amended Second Lien Credit Agreement is hereby amended and restated to add the words shown in underline below:

*(i) "no loan party shall be permitted to change the flag or documentation or registration of any Effective Date US.S. Flagged Vessel that is an MPSV, unless listed on Schedule 8.11(b);"*

(b) Clause (ii) of the definition of "Approved Vessel Reflagging Transaction" in Section 1.02 of the Existing Restated First Lien Credit Agreement is hereby amended and restated to remove the words stricken and add the words shown in underline below:

*(ii) "other than in the case of Effective Date Low Spec Specified Vessels, no more than ~~three (3)~~ five (5) Effective Date U.S. flagged vessels may have their flag or documentation or registration changed if the result thereof is that such Effective Date U.S. Flagged Vessel is no longer flagged under the laws of the United States.*

(c) "Vessel Reflagging Transaction Information" is hereby amended and restated to add either the HOS Strongline or the HOS Centerline (but not both) in accordance with the redline attached hereto as **Exhibit A**.

SECTION 2. Representations of the Borrowers. Each Borrower hereby represents and warrants to the other parties hereto as of the Second Amendment Effective Date that:

(a) the execution, delivery and performance by it of this Second Amendment (x) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any other third Person (including members, partners or shareholders of the Borrowers, the Guarantors or any other Person), nor is any such consent, approval, registration, filing or other action necessary for the validity or enforceability of this Second Amendment or the consummation of the transactions contemplated hereby, except such as have been obtained or made and are in full force and effect other than the recording and filing of the Security Instruments as required by this Second Amendment and (y) does not violate (i) any applicable law or regulation, (ii) the Organizational Documents of the Borrowers, the Guarantors or any Restricted Subsidiary of the Parent Borrower or (iii) any order of any Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other instrument evidencing Material Debt binding upon the Borrowers or any Restricted Subsidiary of the Parent Borrower or their Properties, or give rise to a right thereunder to require any material payment to be made by the Borrowers or such Restricted Subsidiary of the Parent Borrower and (d) will not result in the creation or imposition of any Lien on any Property of the Borrowers or any Restricted Subsidiary of the Parent Borrower (other than the Liens created by the Loan Documents);

(b) it has all requisite corporate or limited liability company power and authority, and has all material governmental licenses, authorizations, consents and approvals necessary, to enter into this Second Amendment and the execution, delivery and performance by it of this Second Amendment, has been duly authorized by all necessary organizational action by it;

(c) each Borrower has duly executed and delivered this Second Amendment, and this Second Amendment, the Second Amended Second Lien Credit Agreement and each other Loan Document to which it is a party constitutes the legally valid and binding obligations of it, enforceable against it in accordance with its terms, subject to applicable Bankruptcy Law, laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3. Conditions of Effectiveness. The effectiveness of this Second Amendment on the Second Amendment Effective Date is subject to the satisfaction (or waiver in accordance with Section 12.02(a) of the Existing Amended Second Lien Credit Agreement) of the following conditions:

*(a)* the Administrative Agent (or its counsel) shall have received (i) from Lenders constituting Required Lenders and (ii) from the Borrowers, either (x) a counterpart of this Second Amendment signed on behalf of such party or (y) written evidence reasonably satisfactory to the Administrative Agent (which may include delivery of a signed signature page of this Second Amendment by facsimile or other means of electronic transmission (e.g., "pdf")) that such party has signed a counterpart of this Second Amendment (the date of such satisfaction or waiver, the "**Second Amendment Effective Date**").

SECTION 4. Reference to and Effect on the Loan Documents.

(a) On and after the Second Amendment Effective Date, each reference in the Second Amended Second Lien Credit Agreement to "hereunder", "hereof", "Agreement", "this Second Amendment" or words of like import and each reference in the other Loan Documents to "Credit Agreement", "Second Lien Credit Agreement", "thereunder", "thereof" or words of like import shall, unless the context otherwise requires, mean and be a reference to the Second Amended Second Lien Credit Agreement as amended on the Second Amendment Effective Date. From and after the Second Amendment Effective Date, this Second Amendment shall be a Loan Document under the Second Amended Second Lien Credit Agreement.

(b) The Security Instruments and each other Loan Document, as specifically amended by this Second Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed, and the respective guarantees, pledges, grants of security interests and other agreements, as applicable, under each of the Security Instruments, notwithstanding the consummation of the transactions contemplated hereby, shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties under the Second Amended Second Lien Credit Agreement. Without limiting the generality of the foregoing, the Security Instruments and all of the Collateral described therein do and shall continue to secure the payment of all Indebtedness of the Loan Parties under the Loan Documents, in each case, as amended by this Second Amendment.

(c) The execution, delivery and effectiveness of this Second Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

SECTION 5. Execution in Counterparts; Electronic Signature. This Second Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Second Amendment shall be effective as delivery of an original executed counterpart of this Second Amendment, and the words "execution," "execute", "signed," "signature," and words of like import in or related to this Second Amendment shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Lenders party hereto or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Amendments; Headings; Severability. This Second Amendment may not be amended nor may any provision hereof be waived except pursuant to a writing signed by the Borrowers or Administrative Agent and the Lenders party hereto. The Section headings used herein are for convenience of reference only, are not part of this Second Amendment and are not to affect the construction of, or to be taken into consideration in interpreting this Second Amendment. Any provision of this Second Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. Governing Law; Etc.

(a) THIS SECOND AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND AMENDMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 12.09 OF THE EXISTING AMENDED SECOND LIEN CREDIT AGREEMENT AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN MUTATIS MUTANDIS.

SECTION 8. No Novation. This Second Amendment shall not discharge or release the Lien or priority of any Security Instrument or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the instruments securing the Existing Amended Second Lien Credit Agreement or the Second Amended Second Lien Credit Agreement, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith and except to the extent repaid as provided herein. Nothing implied in this Second Amendment or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a guarantor or pledgor under any of the Loan Documents.

SECTION 9. Notices. All notices hereunder shall be given in accordance with the provisions ofSection 12.01 of the Existing Amended Second Lien Credit Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**PARENT BORROWER:**

**HORNBECK OFFSHORE SERVICES, INC.**

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

**CO-BORROWER:**

**HORNBECK OFFSHORE SERVICES, LLC**

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

**WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Administrative Agent, Collateral Agent and Debt Representative

By: /s/ Nelson Kercado
Name: Nelson Kercado
Title: Vice President

**REQUIRED LENDERS:**

**ASOF HOLDINGS I, L.P.**, as a Lender

By: ASOF Investment Management LLC,
its manager

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**ASSF IV AIV B, L.P.**, as a Lender

By ASSF Management IV, L.P.,
its general partner

By: ASSF Management IV GP LLC,
its general partner

By: /s/ Aaron Rosen
Name: Aaron Rosen
Title: Authorized Signatory

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P.**, as a Lender

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director,
Co-Chief Investment Officer

**HIGHBRIDGE SCF SPECIAL SITUATIONS SPV,** L.P.,
as a Lender

By: Highbridge Capital Management, LLC,
as Trading Manager

By: /s/ Jonathan Segal
Name: Jonathan Segal
Title: Managing Director,
Co-Chief Investment Officer

**WHITEBOX CAJA BLANCA FUND, LP,**
as a Lender

By: Whitebox Caja Blanca GP LP,
its general manager

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**WHITEBOX CREDIT PARTNERS, LP,**
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**WHITEBOX GT FUND, LP**,
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**WHITEBOX MULTI-STRATEGY PARTNERS, LP**, as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**WHITEBOX RELATIVE VALUE PARTNERS, LP**, as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**PANDORA SELECT PARTNERS, LP,**
as a Lender

By: Whitebox Advisors LLC,
its investment manager

By: /s/ Lisa Conrad
Name: Lisa Conrad
Title: General Counsel & CCO

**EXHIBIT A TO**
**SECOND AMENDMENT TO SECOND LIEN CREDIT AGREEMENT**

**SCHEDULE 8.11(b)**

**VESSEL REFLAGGING TRANSACTION INFORMATION**

| U.S. FLAGGED VESSEL NAME | CLASS | CATEGORY | VALUE | EFFECTIVE DATE LOW SPEC SPECIFIED VESSELS |
|---|---|---|---|---|
| HOS Super H | 200 Class | Low-Spec OSV | $ 570,000 | Yes |
| HOS Explorer | 200 Class | Low-Spec OSV | $ 520,000 | Yes |
| HOS Voyager | 200 Class | Low-Spec OSV | $ 460,000 | Yes |
| HOS Pioneer | 200 Class | Low-Spec OSV | $ 670,000 | Yes |
| HOS Beaufort | 200 Class | Low-Spec OSV | $ 830,000 | Yes |
| HOS Douglas | 200 Class | Low-Spec OSV | $1,010,000 | Yes |
| HOS Nome | 200 Class | Low-Spec OSV | $1,030,000 | Yes |
| HOS Cornerstone | 240 Class | Low-Spec OSV | $ 980,000 | Yes |
| HOS Innovator | 240 Class | Low-Spec OSV | $1,230,000 | Yes |
| HOS Dominator | 240 Class | Low-Spec OSV | $1,440,000 | Yes |
| HOS Beignet | 240 Class | Hi-Spec OSV | $1,280,000 | Yes |
| HOS Boudin | 240 Class | Hi-Spec OSV | $1,140,000 | Yes |
| HOS Bourre | 240 Class | Hi-Spec OSV | $1,000,000 | Yes |
| HOS Coquille | 240 Class | Hi-Spec OSV | $1,090,000 | Yes |
| HOS Cayenne | 240 Class | Hi-Spec OSV | $ 920,000 | Yes |
| HOS Chicory | 240 Class | Hi-Spec OSV | $1,100,000 | Yes |
| HOS Bluewater | 240ED Class | Hi-Spec OSV | $2,070,000 | No |
| HOS Gemstone | 240ED Class | Hi-Spec OSV | $2,150,000 | No |
| HOS Greystone | 240ED Class | Hi-Spec OSV | $2,240,000 | No |
| HOS Silverstar | 240ED Class | Hi-Spec OSV | $2,370,000 | No |

| U.S. FLAGGED VESSEL NAME | CLASS | CATEGORY | VALUE | EFFECTIVE DATE LOW SPEC SPECIFIED VESSELS |
|---|---|---|---|---|
| HOS Polestar | 240ED Class | Hi-Spec OSV | $ 4,640,000 | No |
| HOS Shooting Star | 240ED Class | Hi-Spec OSV | $ 4,630,000 | No |
| HOS North Star | 240ED Class | Hi-Spec OSV | $ 4,880,000 | No |
| HOS Lode Star | 240ED Class | Hi-Spec OSV | $ 4,960,000 | No |
| HOS Resolution | 250EDF Class | Hi-Spec OSV | $ 4,920,000 | No |
| HOS Mystique | 250EDF Class | Hi-Spec OSV | $16,460,000 | No |
| HOS Pinnacle | 250EDF Class | Hi-Spec OSV | $ 5,840,000 | No |
| HOS Windancer | 250EDF Class | Hi-Spec OSV | $ 6,000,000 | No |
| HOS Wildwing | 250EDF Class | Hi-Spec OSV | $ 6,240,000 | No |
| HOS Brimstone | 265 Class | Hi-Spec OSV | $ 2,120,000 | No |
| HOS Stormridge | 265 Class | Hi-Spec OSV | $ 2,180,000 | No |
| HOS Sandstorm, | 265 Class | Hi-Spec OSV | $ 2,230,000 | No |
| HOS Red Dawn | 300 Class | Ultra Hi-Spec OSV | $16,390,000 | No |
| HOS Red Rock | 300 Class | Ultra Hi-Spec OSV | $18,470,000 | No |
| HOS Black Foot | 310 Class | Ultra Hi-Spec OSV | $22,690,000 | No |
| HOS Black Rock | 310 Class | Ultra Hi-Spec OSV | $23,030,000 | No |
| HOS Black Watch | 310 Class | Ultra Hi-Spec OSV | $23,520,000 | No |
| HOS Briarwood | 310 Class | Ultra Hi-Spec OSV | $23,020,000 | No |
| HOS Commander | 320 Class | Ultra Hi-Spec OSV | $20,930,000 | No |
| HOS Carolina | 320 Class | Ultra Hi-Spec OSV | $21,750,000 | No |
| HOS Claymore | 320 Class | Ultra Hi-Spec OSV | $21,730,000 | No |
| HOS Captain | 320 Class | Ultra Hi-Spec OSV | $22,890,000 | No |
| HOS Clearview | 320 Class | Ultra Hi-Spec OSV | $23,380,000 | No |
| HOS Crockett | 320 Class | Ultra Hi-Spec OSV | $23,800,000 | No |

| U.S. FLAGGED VESSEL NAME | CLASS | CATEGORY | VALUE | EFFECTIVE DATE LOW SPEC SPECIFIED VESSELS |
|---|---|---|---|---|
| HOS Caledonia | 320 Class | Ultra Hi-Spec OSV | $24,370,000 | No |
| HOS Cedar Ridge | 320 Class | Ultra Hi-Spec OSV | $25,860,000 | No |
| HOS Carousel | 320 Class | Ultra Hi-Spec OSV | $25,170,000 | No |
| HOS Strongline or HOS Centerline (but not both) | 370 Class | MPSV | $21,520,000 | No |

**Exhibit 10.18**

*Execution Version*

**THIRD AMENDED AND RESTATED**
**TRADE NAME AND TRADEMARK LICENSE AGREEMENT**

This Third Amended and Restated Trade Name and Trademark License Agreement (this "Agreement") is dated as of September 4, 2020 (the "Commencement Date"), and entered into by and between HFR, LLC, a Texas Limited Liability Company, ("Licensor") and Hornbeck Offshore Operators, LLC, a Delaware Limited Liability Company ("Licensee"). Licensee and Licensor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

This Agreement may be executed in two (2) or more counterparts on different dates but each shall be deemed an original, and all of which together shall constitute one and the same instrument. As used herein, the word "Affiliate" shall mean any entity, which controls, is controlled by, or is under common control with another entity. An entity is deemed to control another if it owns directly or indirectly at least fifty percent (50%) of (i) the shares entitled to vote at a general election of directors or other equivalent governing persons of such other entity, (ii) the voting interest in such other entity if such other entity does not have either shares or directors; or (iii) the entity's financial statements are required by applicable regulations or accounting standards to be consolidated with the other entity for financial reporting purposes and are so consolidated.

**WHEREAS,** pursuant to (i) that certain Trade Name and Trademark License Agreement effective as of June 4, 1997 between Larry D. Hornbeck, on the one hand, and TODD HORNBECK and TROY HORNBECK, on the other hand, (ii) that certain Trade Name and Trademark License Agreement effective as of June 4, 1997 between TODD HORNBECK and TROY HORNBECK, on the one hand, and Hornbeck Offshore Services, Inc., on the other hand, (iii) that certain Assignment of Trade Names and Trademarks effective as of June 5, 1998 between Larry D. Hornbeck, on the one hand, and TODD HORNBECK and TROY HORNBECK, on the other hand, (iv) that certain Addendum to Trade Name and Trademark License Agreement effective as of June 5, 1998, by and between TODD HORNBECK and TROY HORNBECK, on the one hand, and Hornbeck Offshore Services, Inc., on the other hand, (v) that certain Amended and Restated Trade Name and Trademark License Agreement effective as of May 6, 2007, by and between TODD HORNBECK and TROY HORNBECK, on the one hand, and Licensee, on the other hand, (vi) that certain Assignment of Trademarks effective as of July 17, 2012 between TODD HORNBECK and TROY HORNBECK, on the one hand, and Licensor, on the other hand, (vii) that certain Second Amended and Restated Trade Name and Trademark License Agreement effective as of September 28, 2012, by and between Licensor and Licensee, (vii) that certain Addendum to Assignment of Trademarks effective as of March 29, 2020 between TODD HORNBECK and TROY HORNBECK, on the one hand, and Licensor, on the other hand, and (viii) that certain Acknowledgement and Agreement effective as of March 29, 2020 among Hornbeck Offshore Services, LLC, Licensee, and Licensor (the agreements described in the foregoing (i) through (viii), collectively, the "Prior Agreements"), Licensor or its predecessor in interest has acquired the right and license to use, and to sublicense to others to use, the following trade names and trademarks: (1) HORNBECK, (2) HORNBECK OFFSHORE, (3) HORNBECK OFFSHORE SERVICES, (4) HOS, (5) HOSS, (6) HOSMAX, (7) logos in the style of a horse's head, examples of which are attached as Exhibit "D", and variations thereof (collectively "Common Law Marks"), all as utilized by Licensor, or by its predecessors in interest, in the identification, promotion, advertising, marketing, and operating of its various offshore marine services;

**WHEREAS,** pursuant to that certain Assignment of Trade Names and Trademarks effective as of June 5, 1998 and between Larry D. Hornbeck, as Assignor, and TODD HORNBECK and TROY HORNBECK, as Assignees, acquired the assignment of the Common Law Marks, all as utilized by Licensor, or by its predecessors in interest, in the identification, promotion, advertising, marketing, and operating of its various offshore marine services;

**WHEREAS,** Licensor is the owner of the registered trademarks, service marks, domain names, icons and logos, and applications for any of the foregoing, that consist of, incorporate, use, are similar to, or are a variation, derivation or acronym of, the Hornbeck name, including (1) HORNBECK, (2) HORNBECK OFFSHORE, (3) HORNBECK OFFSHORE SERVICES, (4) HOS, (5) HOSS, (6) HOSMAX, and (7) logos in the style of a horse's head, examples of which are attached as Exhibit "D" (alone or with other word and/or design elements), including the trademarks identified in Exhibit "A" and goodwill associated therewith, in each case solely as used in connection with the Business on the date hereof, other than to the extent the same is used as of the date hereof solely for use as part of the Hornbeck family ranch (collectively, the "Registered Marks");

**WHEREAS,** Licensor or its predecessor in interest owns certain trade names, including those identified in Exhibit "B" and goodwill associated therewith (the "Trade Names");

**WHEREAS,** Licensor is desirous of protecting the goodwill associated with the Common Law Marks and Registered Marks, to prevent dilution of the Common Law Marks and Registered Marks, and to prevent customer confusion as to the source of goods and services associated with the Common Law Marks and Registered Marks;

**WHEREAS,** Licensee desires to use certain trademarks or service marks that incorporate the Common Law Marks and the Registered Marks, and may wish to adopt additional marks in the future which compromise or contain the words or symbols (1) HORNBECK, (2) HORNBECK OFFSHORE, (3) HORNBECK OFFSHORE SERVICES, (4) HOS, (5) HOSS, (6) HOSMAX, and (7) logos in the style of a horse's head, examples of which are attached as Exhibit "D" (alone or with other word and/or design elements), which are derived from the Common Law Marks and the Registered Marks (the "Additional Marks");

**WHEREAS,** Licensee desires to secure an exclusive right and license to use the Common Law Marks, Registered Marks, Additional Marks and Trade Names in connection with the identification of Licensee's business interests located within the territory defined in Exhibit "C" (the "Territory"); and

**WHEREAS,** Licensor is willing to grant Licensee a license under the terms and conditions set forth below.

**NOW, THEREFORE,** intending to be legally bound, for valuable consideration, including the License Fee (as defined below), the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## Article 1
## Grant of License

1.1 License of Trademarks. Licensor hereby grants to Licensee an exclusive, transferable (subject to Section 8.3) license to use, and to sublicense to others to use as limited herein, the Common Law Marks, Registered Marks, and Additional Marks (the "Licensed Marks") to identify, promote, advertise, market, sell, provide, operate, merchandise and otherwise commercialize any and all goods and services of Licensee in the business of providing the services of offshore supply vessels, or offshore service vessels (including, without limitation, crew boats, fast supply vessels, multi-purpose support vessels, flotels, services to Military Sealift Command, construction vessels, anchor handling towing supply vessels, tugs, double hulled tank barges and double hulled tankers or other complementary offshore marine vessels) or any other marine vessel business, including any logistics services related thereto or any ancillary, complementary or related line of business (collectively, the "Business"), anywhere in the Territory, subject to the terms and conditions of this Agreement. Licensee may use the Licensed Marks in combination with one or more of Licensee's trademarks or trade names. This license specifically includes the right of Licensee to use said Licensed Marks in its corporate names and the right to permit its Affiliates to use said Licensed Marks subject to compliance with the other provisions of this Agreement and the right to use Additional Marks for which applications for registration are made in the future.

1.2 License of Trade Names. Licensor hereby grants to Licensee an exclusive, transferable (subject to Section 8.3) license to use, and to sublicense to others to use, the Trade Names to identify, promote, advertise, market, sell, provide, operate, merchandise and otherwise commercialize any and all goods and services of Licensee in the Business anywhere in the Territory, subject to the terms and conditions of this Agreement. Licensee may use the Trade Names in combination with one or more of Licensee's trademarks or trade names. This license specifically includes the right of Licensee to use said Trade Names in its corporate names and the right to permit its Affiliates to use said Trade Names subject to compliance with the other provisions of this Agreement.

1.3 License Fee. As consideration for the licenses provided above, Licensee shall pay to Licensor the fees as set forth on Schedule 1.3 (the "License Fee").

**Article 2**
**Quality Control**

2.1 Quality Standards.

(a) Licensee acknowledges the importance of maintaining the standards of quality and service so as not to diminish the value of the Licensed Marks and Trade Names. Accordingly, Licensee agrees that the quality of all goods and services associated with or bearing the Licensed Marks or offered under the Trade Names will conform with the reasonable quality standards, as set out by Licensor from time to time that are intended to and have the result of preserving Licensor's goodwill in the Licensed Marks and Trade Names. Licensee acknowledges that maintenance of the quality of the goods and services provided under the Licensed Marks and Trade Names enhances the business of Licensee as well as the business of Licensor.

(b) Unless written consent of Licensor is first obtained (which consent may be withheld in Licensor's sole discretion), Licensee shall not use the Licensed Marks or Trade Names in combination with any other name, marks, likeness, images, or the like in a manner that is offensive or that could tarnish the name or reputation of Licensor or its Affiliates, in each case, as reasonably determined by Licensor.

2.2 Quality Control. Licensor shall exercise control over the quality of the goods and services provided by Licensee under the Licensed Marks or Trade Names. Licensor shall have the right to exercise quality control as to such goods and services under reasonable circumstances and in a reasonable manner.

2.3 Cooperation. Licensee shall cooperate with Licensor's control of the nature and quality of the goods and services provided under the Licensed Marks and Trade Names, and will permit reasonable inspection of Licensee's use of the Licensed Marks and Trade Names in connection with the goods and services provided thereunder.

2.4 Applicable Laws. Licensee shall comply with all applicable laws and regulations and shall obtain and maintain all necessary or appropriate government approvals pertaining to the operations of Licensee's business and to Licensee's goods and services.

**Article 3**
**Protection of the Licensed Marks and Trade Names**

3.1 Notice. Licensee agrees to notify Licensor promptly of any unauthorized use, infringement or dilution of the Licensed Marks or the Trade Names by others, as soon as practically possible after the unauthorized use of the Licensed Marks or the Trade Names comes to Licensee's attention, and to report all details in Licensee's possession concerning the kind and character of the unauthorized use, infringement or dilution. For so long as TODD HORNBECK is Chairman, President and CEO of Licensee or Hornbeck Offshore Services, Inc. ("Parent"), Licensor shall be deemed to have been notified of such unauthorized use upon the first knowledge thereof as a result of sharing such information in meetings in which TODD HORNBECK and other of Licensee's Executive Officers participate.

3.2 Enforcement Proceedings.

(a) During the Term of this Agreement, Licensee shall, at its sole cost, take all reasonable and necessary action, including without limit, the initiation of legal proceedings, in order to protect the Licensed Marks and Trade Names from unauthorized use, infringement or dilution by third parties in the offshore marine transportation services industry and other businesses related thereto. Licensor shall convey to Licensee any power of attorney or other power or cooperation required by Licensee in order to take action required hereby. If Licensee breaches its obligation under this clause, Licensor may, in its sole discretion, take actions it deems to be reasonably necessary in order to protect the Licensed Marks and Trade Names and Licensee shall reimburse to Licensor all costs incurred thereby.

(b) All damages, awards, and settlement proceeds which result from an action brought by Licensee pursuant to Section 3.2(a) shall belong entirely to Licensee. In the event that Licensee breaches its obligations under Section 3.2(a) and as a result thereof Licensor brings a legal action against a third party, then all damages, awards and settlement proceeds resulting from the action brought by Licensor shall belong entirely to Licensor.

3.3 Maintenance of the Licensed Marks. During the Term of this Agreement Licensee shall, at its sole cost and expense, maintain the effectiveness of all state or federal trademark registrations affecting the Licensed Marks and Trade Names at the Commencement Date such that upon the Termination Date, any such federal or state trademark registrations shall be deemed to be in full force and effect and duly registered in the name of Licensor. Licensee shall, at the request of Licensor and at Licensee's expense, execute and deliver such further documents and legal instruments, and do all other things reasonably necessary to secure any registration of the Licensed Marks and Trade Names in the name of Licensor and/or to enforce Licensor's rights and interest in and to the Licensed Marks and Trade Names and the associated goodwill, including without limitation executing and delivering any and all powers of attorney, applications, declarations and affidavits. Licensor shall, at Licensee's sole cost and expense, execute and deliver to Licensee all documents and legal instruments and do all other things reasonably necessary as reasonably requested by Licensee to secure and/or maintain any registration of the Licensed Marks and Trade Names in the name of Licensor and/or to enforce Licensor's rights and interest in and to the Licensed Marks and Trade Names and associated goodwill, including without limitation executing and delivering any and all powers of attorney, applications, declarations and affidavits consistent with the purpose and intent of this Agreement.

## Article 4
## Representations And Warranties

4.1 Warranty of Title; Right to Grant Licenses. Licensor represents and warrants that (a) Licensor owns or possesses a valid and assignable right or license to use in the Business conducted by Licensee on the Commencement Date, all of the Licensed Marks and Trade Names and (b) Licensor has the right to grant the licenses granted under Article 1. Licensor acknowledges and agrees that it will not at any time do or cause to be done, directly or indirectly, any act or thing impairing or tending to impair any part of its right, title, and interest in or to the Licensed Marks and Trade Names (including allowing any sale, lease, license, sublicense, modification, termination, abandonment, lapse, transfer or disposal of, or creation of a security interest or other lien on, the Licensed Marks and Trade Names) or otherwise impair its right to grant the licenses granted under Article 1.

4.2 Other Intellectual Property. Licensor represents and warrants that, following the Commencement Date and until the Termination Date, Licensor will not hold, directly or indirectly, any right, title or interest in or to, or any right to use, any and all intellectual property rights in any jurisdiction throughout the world, whether registered, granted, issued, applied for, unissued or unregistered, including any patents, trademarks, service marks, trade names, trade dress and other source identifiers, domain names, copyrights, design rights, inventions, original works of authorship, trade secrets, confidential information, know-how, software, licenses and any and all other intellectual property or proprietary rights and interests, necessary for the operation of the Business, in each case except for Licensor's rights to the Licensed Marks and Trade Names licensed to Licensee pursuant to Article 1.

## Article 5
## Term and Termination

5.1 Term. Unless terminated sooner as provided herein, the term of this Agreement and the license granted hereby shall commence on the Commencement Date and shall continue in force and effect for as long as Licensee utilizes the Licensed Marks and Trade Names in accordance with the license granted in Article 1 and maintains the quality of the Licensed Marks and Trade Names in accordance with Article 2 (the "Term").

5.2 Termination for Default. Upon Licensee's material breach of this Agreement and failure to take all available measures to cure such material breach within sixty (60) days after Licensee's receipt of written notice of such material breach from Licensor, Licensor may terminate this Agreement upon giving written notice to Licensee.

5.3 Termination without Cause by Licensee. Licensee may terminate this Agreement, with or without cause, upon giving written notice to Licensor.

5.4 Termination by Departure. Licensor may terminate this Agreement upon giving written notice to Licensee:

(a) If TODD HORNBECK ceases to hold any of the offices of Chairman, President and CEO of Licensee or Parent for any reason (except for the events set forth in Section 5.4(b)) (a "Termination Without Cause"); or

(b) If TODD HORNBECK ceases to hold any of the offices of Chairman, President and CEO of Licensee or Parent due to being terminated for Cause (as defined in TODD HORNBECK's employment agreement with Licensee then in effect) as Chairman, President or CEO of Licensee or Parent (a "Termination For Cause").

5.5 Effect of Termination. If this Agreement is terminated in accordance with this Article 5, the date on which this Agreement shall terminate (the "Termination Date") shall be (a) in the case of any such termination (other than a Termination For Cause in accordance with Section 5.4(b)), the second (2nd) anniversary of the date that notice of termination is validly given by a Party to the other Party and (b) in the case of a Termination For Cause in accordance with Section 5.4(b), eighteen (18) months from the date that notice of termination is validly given by Licensee to Licensor; provided that, notwithstanding the foregoing, (x) in the event of an initial public offering of the common stock of Licensee or Parent (an "IPO"), the Termination Date shall be the fifth (5th) anniversary of the date of completion of such IPO if the fifth anniversary is later than the date otherwise provided for in clause (a) or (b), as applicable and (y) in any event, following notice of a termination pursuant to clause (a) or (b), if, prior to the

date that this Agreement is otherwise scheduled to terminate in accordance with this Section 5.5, Licensee delivers written notice (an "Early Termination Notice") to Licensor certifying that Licensee has ceased any and all use of, and no longer is exercising, any of Licensee's rights under Section 1.1 or Section 1.2 of this Agreement, the Termination Date shall be the date on which Licensee delivers such Early Termination Notice to Licensor. All costs associated with ceasing to offer Licensee's goods and services under the Licensed Marks and Trade Names, including without limitation the removal of the Licensed Marks and Trade Names from all marketing, letterhead, business cards, signs, buildings, vessels, brochures or the like and from changing of Licensee's and its Affiliate's entity names, shall be borne entirely by Licensee. Licensee shall continue to pay the applicable License Fee through the Termination Date, unless such termination is a Termination For Cause in accordance with Section 5.4(b), in which case the Licensee shall pay the applicable License Fee through the date of such notice of termination.

## Article 6
## Ownership

6.1 Licensee acknowledges that, as between the Parties, Licensor owns the Licensed Marks, and the goodwill associated therewith. Licensee agrees that it will do nothing inconsistent with such ownership of Licensor, except as may be permitted by this Agreement. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interests in the Licensed Marks other than the right to use the Licensed Marks pursuant to the terms and conditions of this Agreement. Licensee agrees that it will not contest the ownership rights of Licensor in the Licensed Marks. Licensee agrees that any use by Licensee of the Licensed Marks and all goodwill arising from the use, shall be solely for, and inure to the benefit of, Licensor.

6.2 Licensee further acknowledges that, as between the Parties, Licensor owns the Trade Names, and the goodwill associated therewith. Licensee agrees that it will do nothing inconsistent with such ownership of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interests in the Trade Names other than the right to use the Trade Names pursuant to the terms and conditions of this Agreement. Licensee agrees that it will not contest the ownership rights of Licensor in the Trade Names. Licensee agrees that any use by Licensee of the Trade Names and all goodwill arising from the use, shall be solely for, and inure to the benefit of Licensor.

## Article 7
## Sublicense

7.1 Sublicense. Licensee may sublicense to any of its Affiliates the rights conveyed in this Agreement; provided, that Licensee shall provide written notice to Licensor promptly following any such sublicense. Licensee may sublicense the rights conveyed in this Agreement to a non-Affiliate only with the prior written consent of Licensor, which consent may be withheld or granted in the sole discretion of Licensor. Any sublicense conveyed by Licensee without the required prior written consent of Licensor shall be null and void.

**Article 8**
**Miscellaneous**

8.1 Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if hand delivered with receipt acknowledged, or mailed by certified or registered mail postage prepaid, return receipt requested, and addressed as follows:

| | |
|---|---|
| To Licensor: | HFR, LLC<br>103 Northpark Blvd., Suite 300<br>Covington, LA 70433<br>Telephone: (985) 727-2000<br>Fax: (985) 727-2006 |
| To Licensee: | Hornbeck Offshore Operators, LLC<br>103 Northpark Blvd., Suite 300<br>Covington, LA 70433<br>Telephone: (985) 727-2000<br>Attention: Samuel A. Giberga, General Counsel |

Either Party may change its address for notification purposes by giving the other Party written notice of the new address change and the date upon which it will become effective.

8.2 Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable under present or future laws effective during the term of this Agreement, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of the Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. The parties hereby acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable.

8.3 Assignments. Licensor shall have the right, in its sole discretion, to assign its rights under this Agreement to any principal, member, trust, trustee or administrator of Licensor or to the executor or administrator of TODD HORNBECK's estate and TROY HORNBECK's estate or the beneficiaries thereof following the death of TODD HORNBECK and TROY HORNBECK. Licensee may assign this Agreement (a) to any Affiliate or (b) in connection with a sale of all or substantially all of the assets of the Business (whether by sale of assets, operation of law, stock sale, merger, reorganization or change of control); provided, that Licensee (i) delivers notice to Licensor of such assignment reasonably promptly thereafter and (ii) shall be responsible for any failure of such assignee to perform its obligations under this Agreement. Except as provided under this Section 8.3, Licensee may not assign this Agreement to a non-

Affiliate without the prior written consent of Licensor, which consent may be withheld or granted in the sole discretion of Licensor. Any assignment conveyed by Licensee without the required prior written consent of Licensor shall be null and void. Any assignee must assume all obligations of the assigning party in connection with this Agreement and shall have executed and agreed to be bound by the terms of this Agreement in substantially the same form as is set forth herein. Any assignments not made in accordance with this Agreement shall be void.

8.4 Section Headings, Number and Gender. The Section headings are for convenience of reference only and shall not constitute a part hereof. Whenever the context requires, references in this Agreement to the singular number shall include the plural, and the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

8.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof or of any other jurisdiction. The federal and state courts in Delaware shall have exclusive jurisdiction over disputes with respect to this Agreement.

8.6 Further Assurances. At and from time to time after the Commencement Date, at the request of Licensee, but without further consideration, Licensor shall execute and deliver such other instruments of conveyance, license, assignment, transfer and delivery and take such other action as Licensee may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.

8.7 Warranty of No Brokers. Each Party represents and warrants to the other Party that it has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other like payment in connection with this Agreement or the transactions contemplated hereby, for which the other Party will have any liability, and each Party agrees to indemnify and hold the other Party harmless against and in respect to any such obligation or liability based in any way on any agreement, arrangement, or understanding claimed to have been made by such Party with any third party.

8.8 Non-Waiver. The delay or omission of any Party to exercise rights or powers under this Agreement shall not impair any such right or power and shall not be construed to be a waiver of any event of default or acquiescence therein. No waiver of any default shall be construed, taken or held to be a waiver of any other default or waiver, acquiescence in, or consent to any further or succeeding default of the same nature.

8.9 Successors and Assigns. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.

8.10 Merger and Amendments. This Agreement contains the entire understanding and agreement of the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter, including the Prior Agreements.

8.11 Amendment. This Agreement may be amended only by the written consent of the Parties.

8.12 No Partnership. No individual, partnership, joint venture, corporation, trust or other unincorporated entity or organization, not a Party to this Agreement, shall be deemed to be a third-party beneficiary hereunder or entitled to any rights hereunder.

8.13 Specific Performance. Each Party acknowledges that a breach or threatened breach by such Party of any of its obligations under this Agreement may give rise to irreparable harm to the other Party, for which monetary damages may not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such Party of any such obligations, the other Party shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to seek equitable relief, including a permanent or temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or other security). The existence of this right will not preclude any Party from pursuing any other rights and remedies at law or in equity that such Party may have.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Commencement Date.

**LICENSOR:**

HFR, LLC

By: /s/ Todd M. Hornbeck
Todd M. Hornbeck
Member

**LICENSEE:**

Hornbeck Offshore Operators, LLC

By: /s/ Samuel A. Giberga
Samuel A. Giberga
Executive Vice President
and General Counsel

**EXHIBIT "A"**
**Trademark Registrations**

**LICENSOR'S TRADEMARKS AND SERVICE MARKS**

| COUNTRY | MARK | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|
| U.S. | HORNBECK OFFSHORE | 2757850 | 09/02/2003 |
| U.S. | HORNBECK OFFSHORE SERVICES | 2754828 | 08/26/2003 |
| U.S. | HOS | 2622910 | 09/24/2002 |
| U.S. | Horse Head Design Logo | 2575178 | 06/04/2002 |
| U.S. | HOS & Design | 2622908 | 09/24/2002 |
| U.S. | H O S Design Logo | 2754829 | 08/26/2003 |
| U.S. | HOSMAX | 4527849 | 05/13/2014 |
| U.S. | HOSMAX & Design (color) | 4527850 | 05/13/2014 |
| U.S. | HOSMAX & Design (black & white) | 4527851 | 05/13/2014 |
| Trinidad & Tobago | HORNBECK | 34290 | 08/05/2004 |
| Trinidad & Tobago | HORNBECK OFFSHORE | 34289 | 07/20/2005 |
| Trinidad & Tobago | HORNBECK OFFSHORE SERVICES | 34291 | 06/30/2005 |
| Trinidad & Tobago | HOS &Device | 34287 | 03/31/2005 |
| Trinidad & Tobago | H O S HORNBECK OFFSHORE SERVICES & Design | 34288 | 08/11/2005 |
| Trinidad & Tobago | H O S HORNBECK OFFSHORE & Design | 34292 | 03/14/2006 |
| Mexico | HORNBECK OFFSHORE SERVICES | 1098272 | 10/01/2008 |
| Mexico | H O S & Design (circle) | 1105451 | 10/01/2008 |
| Mexico | HORNBECK OFFSHORE | 1107003 | 10/01/2008 |

| COUNTRY | MARK | REGISTRATION NO. | REGISTRATION DATE |
|---|---|---|---|
| Mexico | HO S & Design (no circle) | 1105453 | 10/01/2008 |
| Mexico | Horse Head Design | 1105450 | 10/01/2008 |
| Mexico | HOS &Design | 1103641 | 10/01/2008 |
| Mexico | HOS Logo | 1105452 | 10/01/2008 |

**EXHIBIT "A" - (continued)**

**LICENSOR'S TRADEMARKS AND SERVICE MARKS, continued:**

1. Hornbeck
2. Hornbeck Offshore
3. Hornbeck Offshore Services
4. HOS
5. HOSS
6. HOS and Design
7. Horsehead Logo—(Plain)
8. Hornbeck Offshore Services, Inc. and Design
9. Horsehead Logo Enclosed by Circle
10. HOS Hornbeck Offshore and Design
11. Horsehead Logo-Enclosed by Bold Circle

**EXHIBIT "B"**
**LICENSOR'S TRADE NAMES**

1. Hornbeck
2. Hornbeck Offshore
3. Hornbeck Offshore Services
4. HOS
5. HOSS

**EXHIBIT "C"**
**TERRITORY**

The Territory shall be worldwide.

**EXHIBIT "D"**
**HORSE HEAD LOGO**

[See attached.]

**SCHEDULE 1.3**
**LICENSE FEE**

**Part A: Base Fee**

1. Annual fee of $1 million, payable from the Commencement Date until the applicable Termination Date, paid quarterly in equal installments on the last business day of each calendar quarter for which such fee is payable in the amount of $250,000 (the "Base Fee"); provided, that if Licensee has negative free cash flow for any quarter in which a Base Fee is due, the Base Fee payable for such quarter may, at Licensee's discretion, accrue and be deferred to the next quarter in which each of them has positive free cash flow; provided, that Licensee shall make any such determination and notify Licensor of such determination within thirty (30) calendar days following the last day of the applicable quarter. Any deferred Base Fee payments shall accrue interest at an annual rate of 9.85% (the "Interest Rate"), which interest shall accrue and compound quarterly unless and until the amount of the Base Fee deferred and all interest accrued thereon have been paid in full. Any payments thereafter shall be applied first to accrued but unpaid interest and then to any deferred Base Fee.

2. Payment of the first Base Fee payment shall be due at the end of the first calendar quarter immediately following the Commencement Date, which amount shall be prorated such that the payment made for the first calendar quarter will equal $250,000 multiplied by a fraction, the numerator of which is the number of days in the calendar quarter following the Commencement Date and the denominator of which is the total number of days in such calendar quarter.

3. Payment of the Base Fee shall be prorated during the calendar quarter in which the Termination Date occurs, such that the payment made for such calendar quarter shall equal $250,000 multiplied by a fraction, the numerator of which is the number of days in such calendar quarter prior to the Termination Date and the denominator of which is the total number of days in such calendar quarter.

4. The obligation to pay any Base Fee through the Termination Date shall survive termination of the Agreement.

5. Any Base Fee, or portions thereof, which are not paid when due shall bear interest equal to the Interest Rate, calculated based on the number of days such payment is delinquent.

**Part B: Performance Fee**

1. An additional fee (the "Performance Fee") calculated and payable annually from the Commencement Date until the applicable Termination Date, as follows:

    a) If EBITDA is less than $200 million, no Performance Fee;

b) If EBITDA is $200 million or greater, a Performance Fee of $1 million for each $100 million of EBITDA in excess of $199,999,999.99 (e.g., EBITDA of $200 million to $299 million, a Performance Fee of $1 million, EBITDA of $300 million to $399 million, a Performance Fee of $2 million, EBITDA of $400 million to $499 million, a Performance Fee of $3 million, etc.)

c) For purposes of the above calculations, "EBITDA" is as defined as Parent's consolidated net income or loss, as determined in accordance with U.S. generally accepted accounting principles, consistently applied for the most recent fiscal year of the Parent then ended, plus (i) total interest, net of interest income, plus (ii) income taxes, if any, plus (iii) depreciation, plus (iv) amortization, plus (v) any stock-based compensation expense, plus (vi) any losses on early extinguishment of debt, in each case, of the Parent for such fiscal year.

d) The Performance Fee shall be paid no later than March 31 of the year following the year for which the Performance Fee is due.

2. Payment of the Performance Fee shall be prorated during the calendar year in which the Termination Date occurs, such that the Performance Fee payment for such calendar year shall equal the amount that would be payable as a Performance Fee for the EBITDA of the trailing twelve (12) months from the Termination Date, multiplied by a fraction, the numerator of which is the number of days in the calendar year prior to the Termination Date and the denominator of which is the total number of days in such calendar year.

3. The obligation to pay any Performance Fee through the Termination Date shall survive termination of the Agreement.

4. Any Performance Fee, or portions thereof, which are not paid when due shall bear interest equal to 5% per annum, calculated based on the number of days such payment is delinquent.

**Exhibit 10.19**

**SETTLEMENT TERM SHEET**

This Settlement Term Sheet is entered into by and among Hornbeck Offshore Services, LLC ("HOS"), Gulf Island Shipyards, LLC ("G1S"), Gulf Island Fabrication, Inc. ("GIFI"), Fidelity & Deposit Company of Maryland ("F&D") and Zurich American Insurance Company (F&D and Zurich American Insurance Company, collectively, "Zurich") and made effective as of this 3rd day of October 2023.

For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to the following settlement terms:

1. HOS revokes its $ 146 million all cash offer.

2. Zurich exercises its option under Paragraph 1 of the bonds to take over the contracts and complete Hulls 369/370. The vessels will be completed at either Bollinger Shipyards or Eastern Shipbuilding Group, or another mutually agreed shipyard.

3. Subject to HOS' financial contribution below, Zurich will be responsible for the entire cost to complete Hulls 369/370 per the terms of the contracts and the drawings and specifications.

4. HOS will commit the remaining balance due on each of the contracts which is $23,860,266 for Hull 369 and $29,957,715 for Hull 370 or a total of $53,817,981 as payments become due to the completion shipyard.

5. HOS will contribute with Zurich on a dollar-for-dollar basis payments due to the completion shipyard for Hulls 369/370 until the remaining contract balances due by HOS on each of the vessels has been exhausted.

6. In the event the total cost to complete Hull 369 is less than $47,720,532, or the cost to complete Hull 370 is less than $59,915,430, HOS' financial liability for completion of the vessels shall be limited to the amounts payable by HOS under the 50/50 sharing formula in paragraph 5 above.

7. Zurich shall be responsible for all costs to complete Hull 369 that are in excess of $47,720,532 and all costs to complete Hull 370 that are in excess of $59,915,430, excluding change order or extra work requested by HOS after the date of this Settlement Term Sheet. The costs to complete the contracts will include but not be limited to all storage costs, costs of moving the vessels and all related equipment and inventory to the completion shipyard, refurbishment of the vessels and all equipment, the purchase and the acquisition of an electrical engineering package from an agreed upon vendor, as well as warranties for the Work and OEM equipment packages.

8. All insurance proceeds received from Hurricane Ida pursuant to paragraph 13 will be used to repair the hurricane and related damages caused to Hulls 369 and 370 and related inventory.

9. GIS hereby releases and dismisses all of its claims against HOS in the pending litigation with prejudice and HOS hereby releases and dismisses all of its claims against GIS and Zurich in the pending litigation with prejudice. HOS agrees to dismiss without prejudice the litigation pending in the Judicial District Court, Parish of Terrebonne, State of Louisiana, bearing docket No. 194556, Division "E" captioned Hornbeck Offshore Services, LLC v. Gulf Island Shipyard, LLC, et al.

10. Zurich shall have 60 days from execution of this Settlement Term Sheet to enter into completion agreements with the completion contractor. The completion contracts shall contain a delivery date of no later than March 1, 2025 for one of the Vessels and no later than June 1,2025 for the other Vessel, which dates shall be extended day-for-day for each day between the date of this Settlement Term Sheet and the date on which each completion agreements are executed between Zurich and the completion contractor, but in no event more than 60 days, unless agreed by Hornbeck and Zurich in writing.

11. HOS agrees to and hereby does waive existing liquidated damages through the delivery dates in paragraph 10 above. The takeover agreement will include liquidated damages provisions for late delivery at the same rates and on the same terms as the Second Amendments to the Vessel Construction Agreements.

12. GIS and GIFI hereby confirm that Zurich has been assigned and is entitled to possession of Hulls 369/370 pursuant to the terms of the GIAs. GIS and GIFI will immediately turn over possession of Hulls 369/370, including all related equipment and inventory, to Zurich and hereby release all liens and privileges, both possessory and non-possessory, in Hulls 369/370, including all related equipment and inventory, and within ten days of this Settlement Term Sheet shall cancel and terminate all UCC-1 security interests related in any way to the Vessels and/or Vessel Construction Agreements.

13. GIS and GIFI will assign to Zurich any proceeds payable under Gulf Island's hull and machinery policy insuring Hulls 369/370 related in any way to Hurricane Ida damages.

14. This Settlement Term Sheet may be signed in separate counterparts, all of which taken together constitute one and the same agreement and any of the parties may execute this Settlement Term Sheet by signing any such counterpart and an electronic transmission of any such signature page is valid as an original.

15. The parties and their signatories hereto warrant that each has the power and authority to execute this Settlement Term Sheet.

***[Signature page follows]***

**Hornbeck Offshore Services, LLC**

By: /s/ Todd M. Hornbeck
Title: CEO
Date: 10/3/2023

**Gulf Island Shipyards, LLC**

By: /s/ Richard Heo
Title: CEO
Date: 10/3/2023

**Gulf Island Fabrication, Inc.**

By: /s/ Richard Heo
Title: CEO
Date: 10/3/2023

**Fidelity & Deposit Company of Maryland**

By: /s/ James W. Hamel
Title: AVP & Team Manager
Date: 10/3/2023

**Zurich American Insurance Company**

By: /s/ James W. Hamel
Title: AVP & Team Manager
Date: 10/3/2023

*Signature page to Settlement Term Sheet*

**Exhibit 10.20**

**TAKEOVER AGREEMENT**

This Takeover Agreement ("Agreement") is made and entered into, by and between Hornbeck Offshore Services, LLC ("Obligee"), on the one hand, and Fidelity & Deposit Company of Maryland and Zurich American Insurance Company (collectively, the "Surety"), on the other hand.

**WITNESSETH:**

WHEREAS, Gulf Island Shipyards, LLC ("Principal") and Obligee are parties to a Vessel Construction Agreement (collectively with the drawings, specifications, all fully- executed amendments, and all fully-executed change orders thereto, the "Hull 369 Contract") pertaining to the construction of one Multi-Purpose Supply Vessel known as Hull No. 369 ("Hull 369").

WHEREAS, Principal and Obligee are parties to a Vessel Construction Agreement (collectively with the drawings, specifications, all fully-executed amendments, and all fully-executed change orders thereto, the "Hull 370 Contract," and collectively with the Hull 369 Contract, the "Bonded Contracts") pertaining to the construction of one Multi-Purpose Supply Vessel known as Hull No. 370 ("Hull 370," and collectively with Hull 369, the "Vessels").

WHEREAS, Principal and Surety issued two performance bonds, Nos. PRF9191876 and PRF 9191877 (collectively, the "Bonds"), as principal and surety, respectively, pertaining to the Bonded Contracts and the Vessels.

WHEREAS, Principal has been declared by Obligee to be in default of the Bonded Contracts, and Obligee has terminated Principal's right to complete the Vessels.

WHEREAS, Obligee has demanded that Surety perform under the Bonds.

WHEREAS, pursuant to the Bonds, Surety is exercising its election under Paragraph 1 of the Bonds to complete or to procure the completion of the Bonded Contracts, provided that Obligee will fund up to the remaining Bonded Contract funds, which the parties agree is in the sum of $23,860,266 for the Hull 369 Contract and $29,957,715 for the Hull 370 Contract, all as further provided in this Agreement.

NOW, THEREFORE, in consideration of the premises, other good and valuable considerations, and the mutual covenants set forth herein, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. COMPLETION OF VESSELS. Surety shall complete each of the Bonded Contracts and Obligee shall perform all of its obligations under the Bonded Contracts, all in accordance with the terms and conditions of the Bonded Contracts, except as expressly modified by this Agreement. Surety shall have all rights against Obligee that Principal had under the Bonded Contracts, and Obligee shall have all rights against Surety as Obligee had against Principal under the Bonded Contracts, except as expressly modified by this Agreement.

2. COMPLETING SHIPYARD. In discharging its obligations under Paragraph 1 of this Agreement, the Surety may only select as a completing shipyard ("Completing Shipyard"): (a) Eastern Shipbuilding Group, Inc., or any of its subsidiaries or affiliates; (b) Bollinger Shipyards, Inc., or any of its subsidiaries or affiliates; and/or (c) another shipyard mutually agreed to in writing by Obligee and Surety, both of whose consent shall not be unreasonably withheld.

3. COMPLETION CONTRACT. Surety shall enter into separate contracts with Completing Shipyard to construct the Vessels in accordance with the Bonded Contracts ("Completion Contracts"). Obligee agrees that Surety shall be allowed to negotiate the terms and conditions of the Completion Contracts with Completing Shipyard, with terms and conditions that are satisfactory to Surety in Surety's sole discretion; provided, however, that such Completion Contract shall incorporate or include in all material respects the Specifications, the Construction Drawings, Changes in the Work (Article 9), Warranty (Article 11) and Article 17 (Inspection, Access, Tests and Official Certificates) in the Bonded Contracts. It is expressly understood that Completing Shipyard's warranty obligations shall be limited to the work performed by Completing Shipyard; however, Surety shall remain responsible for all warranty obligations per the terms of the Bonded Contracts.

4. SURETY'S ON-SITE REPRESENTATIVE. Surety may designate in writing an agent and representative ("Surety'sOn-Site Representative") during the construction of the Vessels that is mutually agreeable to the Parties. From the date of this Agreement through delivery of both Vessels, Obligee shall have the right to deal directly with the Surety's On-Site Representative, with the exception that the Surety'sOn-Site Representative shall not be authorized, without Surety's prior written approval, to execute or enter into any change orders or extensions or reductions of time, relating to any work within the scope of the Bonded Contracts.

5. SCOPE OF WORK. Surety's obligations to complete the Vessels shall include all obligations of the Principal under the Bonded Contracts including, without limit (a) to cure all defaults thereunder, except for default for delay, which shall be waived subject to the new delivery dates set forth below; (b) all design, engineering, construction integrating, commissioning and testing obligations of Principal under the Bonded Contracts; (c) all costs to store the Vessels, including all related equipment and inventory, through the date of delivery of each of the Vessels, except for Owner Furnished Items and the Crane, as those terms are defined in the Bonded Contracts; (d) all costs of transporting to Completing Shipyard the Vessels, including all related equipment and inventory except for Owner Furnished Items and the Crane, as well as all insurance costs and deductibles incident to storage and transport and all inspections, surveys and approvals associated with the storage and/or transportation of the Vessels to a Completion Yard; (e) all warranty obligations required under Article 11 of the Bonded Contracts and the Specifications of the Bonded Contract; (f) repair of all damage to the Vessels resulting from Hurricane Ida or all other causes; and (g) the purchase and the acquisition of an electrical engineering package from an agreed upon vendor and/or the Completing Shipyard. Obligee agrees that Ockerman Automation Consulting, Inc. shall be an approved vendor. For avoidance of doubt, Surety shall not be responsible for any obligations or costs related to changes to the Remaining Work requested by the Obligee after the date of this Agreement, and Article 9 of the Bonded Contracts shall remain in full force and effect.

6. HULL 369 CONTRACT SUM. The parties acknowledge that, as of the date of this Agreement, the Hull 369 Contract sum is $90,704,962. As of the date of this Agreement, Obligee has paid Principal the amount of $66,844,696 in connection with the Hull 369 Contract. The parties hereto acknowledge that the remaining Hull 369 Contract balance available for completion of Hull 369 is in the amount of $23,860,266, subject to further increases or decreases that may be agreed to by the Parties after the date of this Agreement in accordance with the provisions of the Hull 369 Contract.

7. HULL 370 CON TRACT SUM. The parties acknowledge that, as of the date of this Agreement, the Hull 370 Contract sum is $87,385,597. As of the date of this Agreement, Obligee has paid Principal the amount of $57,427,882 in connection with the Hull 370 Contract. The parties hereto acknowledge that the remaining Hull 370 Contract balance available for completion of Hull 370 is in the amount of $29,957,715, subject to further increases or decreases that may be agreed to by the Parties after the date of this Agreement in accordance with the provisions of the Hull 370 Contract.

8. PARTIES' PAYMENT OBLIGATIONS. Obligee and Surety agree to pay Completing Shipyard directly for the work performed by Completing Shipyard under the Completion Contracts as follows: (a) Obligee and Surety shall each fund 50% of Completing Shipyard's approved payment applications relating to the Remaining Work for each of the Vessels, until a total of (1) $47,720,532 has collectively been paid to Completing Shipyard in connection with Hull 369, excluding insurance proceeds related to Hurricane Ida repairs; and (2) $59,915,430 has collectively been paid to Completing Shipyard in connection with Hull 370, excluding insurance proceeds related to Hurricane Ida repairs; (b) Surety shall fund all payment applications of Completing Shipyard, in excess of the funding contemplated in Section (a) of this Paragraph, related to the work described in Sections 5(a) through 5(g) of this Agreement; and (c) Obligee shall have no obligation to fund any further amounts except that Obligee shall fund any change order or extra work agreed to by the parties or ordered by Obligee after the date of this Agreement that results in an increase in the Contract Sum; and (d) Obligee and Surety shall make payment to Completing Shipyard within 15 days of Surety's written approval of Completing Shipyard's applications for payment. If Obligee does not timely pay the Completing Shipyard any amounts Obligee owes to Completing Shipyard under Sections (a) or (c) of this Paragraph, in addition to the remedies available under the Bonded Contracts, Surety shall be granted a day-for-day time extension to complete the Vessels until Obligee has fully satisfied its payment obligations. If Surety does not approve and fund the Completing Shipyard's application for payment, the Surety shall indemnify and hold harmless Obligee against all liens, privileges or other rights asserted against the Vessels by the Completing Shipyard or any of its suppliers or vendors. If Obligee does not approve and fund the Completing Shipyard's application for payment, the Obligee shall indemnify and hold harmless Surety against all liens, privileges or other rights asserted against the Vessels by the Completing Shipyard or any of its suppliers or vendors. If either of the Vessels are delivered without Obligee having fully expended the Bonded Contract funds associated with that Vessel, Obligee shall not be obligated to pay Surety any remaining Bonded Contract funds related to that Vessel.

9. TIME OF DELIVERY. Surety shall have 60 days from execution of this Agreement to enter into the Completion Contracts. The Completion Contracts shall contain a delivery date no later than March 1, 2025 for one of the Vessels and June 1,2025 for the other Vessel. Obligee agrees to extend both the "Delivery Date" and "Extended Delivery Date" under one of the Bonded Contracts until March 1, 2025 and the other until June 1, 2025. The foregoing Delivery Dates and Extended Delivery Dates shall be further extended day-for-day for each day

between the date of this Agreement and the date of the Completion Contracts, but in no event more than 60 days unless agreed to in writing by Obligee and Surety. Surety shall have the option to select which Bonded Contract (Hull 369 Contract or Hull 370 Contract) shall be subject to each of the foregoing extensions. Obligee expressly waives any right to delay damages, including liquidated damages, through the new Delivery Date and Extended Delivery Date. Surety shall be entitled to extensions of the Delivery Date and Extended Delivery Date for any qualifying occurrences after the date of this Agreement, including but not limited to force majeure events under Article 7 of the Bonded Contracts and changes to the work under Article 9 of the Bonded Contracts. Liquidated Damages as provided for in the Bonded Contracts shall apply for deliveries that occur after the new Delivery Date and/or Extended Delivery Date.

10. NOTICES. All notices, requests, demands, or other communication required under the Bonded Contracts will be in writing and either delivered personally, sent by regularly scheduled overnight air courier service, or postage pre-paid certified mail, return receipt requested, to the following addressees:

to Obligee: Hornbeck Offshore Services, LLC
Attn: General Counsel
103 Northpark Blvd., Suite 300
Covington, LA 70433

to Surety: Fidelity & Deposit Company of Maryland
Zurich American Insurance Company
Attn: James Hamel
P.O. Box 968036
Schaumburg, IL 60196

with copy to: Manier & Herod
Attn: John M. Gillum
1201 Demonbreun Street, Suite 900
Nashville, TN 37203

11. Release of Liens, Privileges and Security Interests. All of the Principal's liens, privileges and security interests, includingUCC-l liens, shall be cancelled and/or released and Surety shall defend and hold harmless Obligee against the assertion of any such lien, privilege or security interest asserted by Principal or any successor or assignee of the Principal including any Debtor in Possession or Trustee appointed in a case arising under Title 11 of the United States Code. Surety shall further defend and hold harmless the Obligee against any claim for fraudulent conveyance, turn-over or preference asserted by Principal or any successor or assignee of the Principal including a Debtor in Possession or Trustee appointed in a case arising under Title 11 of the United States Code.

12. MISCELLANEOUS PROVISIONS. The parties further agree as follows:

(a) this Agreement contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and may not be modified or amended except in writing and signed by the party sought to be charged with said modification or amendment;

(b) this Agreement, its interpretation, and enforcement shall be governed by the laws of the State of Louisiana;

(c) the dispute resolution provisions, including but not limited to all arbitration and forum selection provisions, contained in Article 25 of the Bonded Contracts shall apply and are hereby incorporated by reference into this Agreement;

(d) the parties and their signatories hereto warrant that each has the power and authority to execute this Agreement; and

(e) this Agreement may be signed in counterparts and transmitted by email, which the parties agree shall constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates and in the capacities as indicated hereinafter.

**Hornbeck Offshore Services, LLC**

By: /s/ Todd M. Hornbeck
Title: CEO
Date: 10/3/2023

**Fidelity & Deposit Company of Maryland**

By: /s/ James M. Hamel
Title: AVP & Team Manager
Date: 10/3/2023

**Zurich American Insurance Company**

By: /s/ James M. Hamel
Title: AVP & Team Manager
Date: 10/3/2023

**Exhibit 23.1**

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated March 16, 2023 (except for Note 21 and Note 22, as to which the date is November 10, 2023) in the Registration Statement (Form S-1) and related Prospectus of Hornbeck Offshore Services, Inc. for the registration of shares of its common stock.

/s/ Ernst & Young LLP

New Orleans, Louisiana

December 7, 2023

**Exhibit 107**

**Calculation of Filing Fee Tables**

**Form S-1**
(Form Type)

**Hornbeck Offshore Services, Inc.**
(Exact Name of Registrant as Specified in its Charter)

**Table 1: Newly Registered and Carry Forward Securities**

| | Security Type | Security Class Title | Fee Calculation or Carry Forward Rule | Amount Registered | Proposed Maximum Offering Price Per Unit | Maximum Aggregate Offering Price(1)(2) | Fee Rate | Amountof Registration Fee(3) | Carry Forward Form Type | Carry Forward File Number | Carry Forward Initial effective date | Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Newly Registered Securities** | | | | | | | | | | | | |
| Fees to Be Paid | Equity | Common Stock, par value $0.00001 per share | 457(o) | — | — | $100,000,000.00 | .00014760 | $14,760.00 | | | | |
| **Carry Forward Securities** | | | | | | | | | | | | |
| Carry Forward Securities | — | — | — | — | | — | | | — | — | — | — |
| | **Total Offering Amounts** | | | | | $100,000,000.00 | | $14,760.00 | | | | |
| | **Total Fees Previously Paid** | | | | | | | | | | | |
| | **Total Fee Offsets** | | | | | | | | | | | |
| | **Net Fee Due** | | | | | | | $14,760.00 | | | | |

(1) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(o) of the Securities Act of 1933, as amended (the "Securities Act").
(2) Includes shares of our Common Stock that the underwriters have the option to purchase to cover over-allotments.
(3) Calculated pursuant to Rule 457(o) under the Securities Act based on an estimate of the proposed maximum aggregate offering price of the shares of Common Stock to be sold by the Registrant.