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-_____ ( )
Debtors.	)	(Joint Administration Requested)

DEBTORS' DISCLOSURE STATEMENT FOR THE 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

[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.

THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1125 AND WITHIN THE MEANING OF BANKRUPTCY CODE SECTION 1126, 11 U.S.C. §§ 1125, 1126. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE DEBTORS INTEND TO SUBMIT THIS DISCLOSURE STATEMENT TO THE BANKRUPTCY COURT FOR APPROVAL FOLLOWING COMMENCEMENT OF SOLICITATION AND THE DEBTORS' FILING FOR RELIEF UNDER CHAPTER 11 OF THE BANKRUPTCY CODE. THE INFORMATION IN THIS DISCLOSURE STATEMENT IS SUBJECT TO CHANGE. THIS DISCLOSURE STATEMENT IS NOT AN OFFER TO SELL ANY SECURITIES AND IS NOT SOLICITING AN OFFER TO BUY ANY SECURITIES.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

SOLICITATION OF VOTES ON THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF HORNBECK OFFSHORE SERVICES, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE FROM THE HOLDERS OF OUTSTANDING:

VOTING CLASS	NAME OF CLASS UNDER THE PLAN
4	FIRST LIEN CLAIMS
5	SECOND LIEN CLAIMS
6	UNSECURED NOTES CLAIMS

IF YOU ARE IN CLASS 4, CLASS 5, OR CLASS 6, YOU ARE RECEIVING THIS DOCUMENT AND THE ACCOMPANYING MATERIALS BECAUSE YOU ARE ENTITLED TO VOTE ON THE PLAN.

DELIVERY OF BALLOTS FOR CLASS 4 AND CLASS 5

CLASS 4 AND CLASS 5 BALLOTS MAY BE RETURNED IN THE ENCLOSED PRE-PAID, PRE-ADDRESSED RETURN ENVELOPE WITH THE BALLOT OR TO AN ADDRESS BELOW, AND MUST BE RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON JUNE 10, 2020.

BY REGULAR MAIL AT:

Hornbeck Ballot Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

BY ONLINE PORTAL:

http://cases.stretto.com/hornbeck

PLEASE CHOOSE ONLY ONE METHOD TO RETURN YOUR BALLOT.

CLASS 4 AND CLASS 5 BALLOTS MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON TUESDAY, JUNE 10, 2020, VIA THE ENCLOSED PRE-PAID, PRE-ADDRESSED RETURN ENVELOPE, OR AS OTHERWISE DIRECTED ON THE BALLOT.

FOR CLASSES 4 AND 5, BALLOTS RECEIVED VIA EMAIL OR FACSIMILE WILL NOT BE COUNTED

DELIVERY OF BALLOTS FOR CLASS 6

CLASS 6 BALLOTS MAY BE RETURNED VIA ELECTRONIC MAIL TO THE ADDRESS BELOW, AND MUST BE RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON JUNE 10, 2020.

BY ELECTRONIC MAIL AT:

HornbeckBondVote@stretto.com
Subject: Ballot re: Hornbeck Offshore Services, Inc.

CLASS 6 BALLOTS, INCLUDING MASTER BALLOTS AND PRE-VALIDATED BENEFICIAL OWNER BALLOTS, MUST BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON TUESDAY, JUNE 10, 2020:

If you are a noteholder and received an envelope addressed to your nominee, please return your ballot to your nominee, allowing enough time for your nominee to cast your vote on a master ballot before the Voting Deadline.

FOR CLASS 6, BALLOTS RECEIVED VIA FACSIMILE WILL NOT BE COUNTED

IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURE FOR VOTING ON THE PLAN, PLEASE CONTACT THE SOLICITATION AGENT AT:

FOR CLASS 4 AND CLASS 5

BY E-MAIL TO:
TEAMHORNBECK@STRETTO.COM
WITH A REFERENCE TO "HORNBECK OFFSHORE SERVICES, INC." IN THE SUBJECT LINE

BY TELEPHONE:
1-855-258-1004 (TOLL FREE) OR 1-949-242-4788 (INTERNATIONAL)
AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM

FOR CLASS 6

BY E-MAIL TO:
HORNBECKBONDVOTE@STRETTO.COM
WITH A REFERENCE TO "HORNBECK OFFSHORE SERVICES, INC." IN THE SUBJECT LINE

BY TELEPHONE:
1-888-448-3917 (TOLL FREE) OR 1-949-317-1839 (INTERNATIONAL)
AND REQUEST TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM

RECOMMENDATION BY THE DEBTORS

EACH DEBTOR'S BOARD OF DIRECTORS, MEMBER, OR MANAGER, AS APPLICABLE, HAS APPROVED THE TRANSACTIONS CONTEMPLATED BY THE PLAN AND DESCRIBED IN THIS DISCLOSURE STATEMENT, AND EACH DEBTOR BELIEVES THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF EACH OF THE DEBTOR'S ESTATES, AND PROVIDE THE BEST POSSIBLE RECOVERY TO STAKEHOLDERS. AT THIS TIME, EACH DEBTOR BELIEVES THAT THE PLAN AND RELATED TRANSACTIONS REPRESENT THE BEST ALTERNATIVE FOR ACCOMPLISHING THE DEBTORS' OVERALL RESTRUCTURING OBJECTIVES. EACH OF THE DEBTORS THEREFORE STRONGLY RECOMMENDS THAT ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED SUBMIT BALLOTS TO ACCEPT THE PLAN BY RETURNING THEIR BALLOTS SO AS TO BE ACTUALLY RECEIVED BY THE SOLICITATION AGENT NO LATER THAN JUNE 10, 2020 AT 4:00 PM (PREVAILING CENTRAL TIME) PURSUANT TO THE INSTRUCTIONS SET FORTH HEREIN AND ON THE BALLOTS.

IMPORTANT INFORMATION ABOUT THIS DISCLOSURE STATEMENT

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS OR INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF HORNBECK OFFSHORE SERVICES, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN ARTICLE IX HEREIN.

THE DEBTORS AND CERTAIN HOLDERS OF CLAIMS AND INTERESTS SUPPORT THE PLAN, INCLUDING 100% OF THE ABL CLAIMS, 84% OF THE FIRST LIEN CLAIMS, APPROXIMATELY 73% OF THE SECOND LIEN CLAIMS, AND APPROXIMATELY 80% OF THE UNSECURED NOTES CLAIMS. THE DEBTORS BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS' ESTATES, AND PROVIDE THE BEST POSSIBLE RECOVERY TO STAKEHOLDERS. AT THIS TIME, THE DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

THE DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN ANTICIPATED EVENTS IN THE EVENT THE DEBTORS COMMENCE CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH ANTICIPATED EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES. WHILE THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED HEREIN OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS OR ANY OTHER AUTHORIZED PARTY MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO, AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN AND THE RESTRUCTURING SUPPORT AGREEMENT.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS OR INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, WHO VOTE TO REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE RESTRUCTURING TRANSACTION CONTEMPLATED THEREBY.

THE CONFIRMATION AND EFFECTIVENESS OF THE PLAN ARE SUBJECT TO CERTAIN MATERIAL CONDITIONS PRECEDENT DESCRIBED HEREIN AND SET FORTH IN ARTICLE XI OF THE PLAN. THERE IS NO ASSURANCE THAT THE PLAN WILL BE CONFIRMED, OR IF CONFIRMED, THAT THE CONDITIONS REQUIRED TO BE SATISFIED FOR THE PLAN TO GO EFFECTIVE WILL BE SATISFIED (OR WAIVED).

YOU ARE ENCOURAGED TO READ THE PLAN AND THIS DISCLOSURE STATEMENT IN THEIR ENTIRETY, INCLUDING ARTICLE IX, ENTITLED "RISK FACTORS" BEFORE SUBMITTING YOUR BALLOT TO VOTE ON THE PLAN.

THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE A GUARANTEE BY THE COURT OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE MERITS OF THE PLAN.

SUMMARIES OF THE PLAN AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN. THE SUMMARIES OF THE FINANCIAL INFORMATION AND THE DOCUMENTS ANNEXED TO THIS DISCLOSURE STATEMENT OR OTHERWISE INCORPORATED HEREIN BY REFERENCE ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THOSE DOCUMENTS. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE OF THIS DISCLOSURE STATEMENT, AND THERE IS NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH DATE. EXCEPT AS OTHERWISE PROVIDED IN

THE PLAN OR IN ACCORDANCE WITH APPLICABLE LAW, THE DEBTORS ARE UNDER NO DUTY TO UPDATE OR SUPPLEMENT THIS DISCLOSURE STATEMENT.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS INCLUDED FOR PURPOSES OF SOLICITING VOTES FOR THE ACCEPTANCES AND CONFIRMATION OF THE PLAN AND MAY NOT BE RELIED ON FOR ANY OTHER PURPOSE. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE DISCLOSURE STATEMENT AND THE PLAN, THE RELEVANT PROVISIONS OF THE PLAN WILL GOVERN.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 3016(B) AND IS NOT NECESSARILY PREPARED IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY SIMILAR FEDERAL, STATE, LOCAL, OR FOREIGN REGULATORY AGENCY, NOR HAS THE SEC OR ANY OTHER AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE DEBTORS HAVE SOUGHT TO ENSURE THE ACCURACY OF THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT; HOWEVER, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR INCORPORATED HEREIN BY REFERENCE HAS NOT BEEN, AND WILL NOT BE, AUDITED OR REVIEWED BY THE DEBTORS' INDEPENDENT AUDITORS UNLESS EXPLICITLY PROVIDED OTHERWISE HEREIN.

THE DEBTORS MAKE STATEMENTS IN THIS DISCLOSURE STATEMENT THAT ARE CONSIDERED FORWARD-LOOKING STATEMENTS UNDER FEDERAL SECURITIES LAWS. THE DEBTORS CONSIDER ALL STATEMENTS REGARDING ANTICIPATED OR FUTURE MATTERS, INCLUDING THE FOLLOWING, TO BE FORWARD-LOOKING STATEMENTS:

- **BUSINESS STRATEGY;**
- **FINANCIAL CONDITION, REVENUES, CASH FLOWS, AND EXPENSES;**
- **LEVELS OF INDEBTEDNESS, LIQUIDITY, AND COMPLIANCE WITH DEBT COVENANTS;**
- **FINANCIAL STRATEGY, BUDGET, PROJECTIONS, AND OPERATING FORECASTS;**
- **OIL AND NATURAL GAS PRICES AND THE OVERALL HEALTH OF THE OIL AND NATURAL GAS INDUSTRY;**
- **AVAILABILITY AND TERMS OF CAPITAL;**
- **SUCCESSFUL RESULTS FROM THE DEBTORS' OPERATIONS;**
- **COSTS OF CONDUCTING THE DEBTORS' OTHER OPERATIONS;**
- **GENERAL ECONOMIC AND BUSINESS CONDITIONS;**
- **EFFECTIVENESS OF THE DEBTORS' RISK MANAGEMENT ACTIVITIES;**
- **THE OUTCOME OF PENDING AND FUTURE LITIGATION;**

- **GOVERNMENTAL REGULATION AND TAXATION OF THE OIL AND NATURAL GAS INDUSTRY;**
- **DEVELOPMENTS IN OIL-PRODUCING AND NATURAL GAS-PRODUCING COUNTRIES;**
- **UNCERTAINTY REGARDING THE DEBTORS' FUTURE OPERATING RESULTS;**
- **PLANS, OBJECTIVES, AND EXPECTATIONS;**
- **THE ADEQUACY OF THE DEBTORS' CAPITAL RESOURCES AND LIQUIDITY;**
- **THE POTENTIAL ADOPTION OF NEW GOVERNMENTAL REGULATIONS; AND**
- **THE DEBTORS' ABILITY TO SATISFY FUTURE CASH OBLIGATION.**

STATEMENTS CONCERNING THESE AND OTHER MATTERS ARE NOT GUARANTEES OF THE REORGANIZED DEBTORS' FUTURE PERFORMANCE. THERE ARE RISKS, UNCERTAINTIES, AND OTHER IMPORTANT FACTORS THAT COULD CAUSE THE REORGANIZED DEBTORS' ACTUAL PERFORMANCE OR ACHIEVEMENTS TO BE DIFFERENT FROM THOSE THEY MAY PROJECT, AND THE DEBTORS UNDERTAKE NO OBLIGATION TO UPDATE THE PROJECTIONS MADE HEREIN. THESE RISKS, UNCERTAINTIES, AND FACTORS MAY INCLUDE THE FOLLOWING: THE DEBTORS' ABILITY TO CONFIRM AND CONSUMMATE THE PLAN; THE POTENTIAL THAT THE DEBTORS MAY NEED TO PURSUE AN ALTERNATIVE TRANSACTION IF THE PLAN IS NOT CONFIRMED; THE DEBTORS' ABILITY TO REDUCE THEIR OVERALL FINANCIAL LEVERAGE; THE POTENTIAL ADVERSE IMPACT OF THE CHAPTER 11 CASES ON THE DEBTORS' OPERATIONS, MANAGEMENT, AND EMPLOYEES; THE RISKS ASSOCIATED WITH OPERATING THE DEBTORS' BUSINESSES DURING THE CHAPTER 11 CASES; CUSTOMER RESPONSES TO THE CHAPTER 11 CASES; THE DEBTORS' INABILITY TO DISCHARGE OR SETTLE CLAIMS DURING THE CHAPTER 11 CASES; GENERAL ECONOMIC, BUSINESS, AND MARKET CONDITIONS; CURRENCY FLUCTUATIONS; INTEREST RATE FLUCTUATIONS; PRICE INCREASES; EXPOSURE TO LITIGATION; A DECLINE IN THE DEBTORS' MARKET SHARE DUE TO COMPETITION; THE DEBTORS' ABILITY TO IMPLEMENT COST REDUCTION INITIATIVES IN A TIMELY MANNER; THE DEBTORS' ABILITY TO DIVEST EXISTING BUSINESSES; FINANCIAL CONDITIONS OF THE DEBTORS' CUSTOMERS; ADVERSE TAX CHANGES; LIMITED ACCESS TO CAPITAL RESOURCES; CHANGES IN DOMESTIC AND FOREIGN LAWS AND REGULATIONS; TRADE BALANCE; NATURAL DISASTERS; GEOPOLITICAL INSTABILITY; THE IMPACT OF THE COVID-19 PANDEMIC AND GOVERNMENT RESPONSES THERETO; THE EFFECTS OF THE OIL PRICE WAR INITIATED BY SAUDI ARABIA AND RUSSIA; AND THE EFFECTS OF GOVERNMENTAL REGULATION ON THE DEBTORS' BUSINESSES.

SPECIAL NOTICE REGARDING FEDERAL AND STATE SECURITIES LAWS

The Bankruptcy Court has not reviewed this Disclosure Statement or the Plan, and the securities to be issued on or after the Effective Date will not have been the subject of a registration statement filed with the United States Securities and Exchange Commission (the "SEC") under the United States Securities Act of 1933 as amended (the "Securities Act") or any securities regulatory authority of any state under any state securities law ("Blue Sky Laws"). The Plan has not been approved or disapproved by the SEC or any state regulatory authority and neither the SEC nor any state regulatory authority has passed upon the accuracy or adequacy of the information contained in this Disclosure Statement or the Plan. Any representation to the contrary is a criminal offense. Neither the Solicitation nor this Disclosure Statement constitutes an offer to sell or the solicitation of an offer to buy securities in any state or jurisdiction in which such offer or solicitation is not authorized.

The Debtors are relying on section 4(a)(2) and/or Regulation D of the Securities Act, and similar Blue Sky Laws provisions, to exempt from registration under the Securities Act and Blue Sky Laws the offer to holders of ABL Claims, First Lien Claims, Second Lien Claims, and Unsecured Notes Claims that are "accredited investors" within the meaning of Rule 501(a) of Regulation D of the Securities Act of new securities prior to the Petition Date, including in connection with the solicitation of votes to accept or reject the Plan (the "Solicitation").

After the Petition Date, the Debtors intend to rely on section 1145(a) of the Bankruptcy Code to exempt from registration under the Securities Act and Blue Sky Laws the offer, issuance, and distribution of New Equity and New Warrants (a) issued with respect to Allowed Claims, (b) sold to the participants in the First Lien Equity Rights Offering or (c) issued on account of the Backstop Commitment Premium or the DIP Exit Backstop Premium. With respect to the New Equity (x) sold to the Commitment Parties pursuant to the Backstop Commitment Agreement (other than 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, the Debtors intend to rely on the exemption provided by section 4(a)(2) of the Securities Act and the applicable exemptions from Blue Sky Laws. In no event shall Non-U.S. Citizens in the aggregate own more than twenty-four percent (24%) of the total number of shares of New Equity to be outstanding as of the Effective Date or thereafter (the "Jones Act Restriction").

The Equity Rights Offering will be conducted pursuant to separate Equity Rights Offering Procedures. Any disclosure contained herein concerning the Equity Rights Offering is solely for informational purposes.

Except to the extent publicly available, this Disclosure Statement, the Plan, and the information set forth herein and therein are confidential. This Disclosure Statement and the Plan contain material non-public information concerning the Debtors, their subsidiaries, and their respective debt and Securities. Each recipient hereby acknowledges that it (a) is aware that the federal securities laws of the United States prohibit any person who has material non-public information about a company, which is obtained from the Debtors or their representatives, from purchasing or selling Securities of such company or from communicating the information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such Securities and (b) is familiar with the United States Securities Exchange Act of 1934, as amended (the "Securities Exchange Act") and the rules and regulations promulgated thereunder, and agrees that it will not use or communicate to any Person or Entity, under circumstances where it is reasonably likely that such Person or Entity will use or cause any Person or Entity to use, any confidential information in contravention of the Securities Exchange Act or any of its rules and regulations, including Rule 10b-5.

You are cautioned that all forward-looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward-looking statements. The liquidation analysis, financial projections, and other projections and forward-looking information contained herein and attached hereto are only estimates, and the timing and amount of actual distributions to Holders of Allowed Claims and Allowed Interests, among other things, may be affected by many factors that cannot be predicted. Any analyses, estimates, or recovery projections may or may not turn out to be accurate.

TABLE OF CONTENTS

EXHIBITS[2]

EXHIBIT A Plan of Reorganization

EXHIBIT B Restructuring Support Agreement

EXHIBIT C Exit First Lien Facility Term Sheet

EXHIBIT D Exit Second Lien Facility Term Sheet

EXHIBIT E Backstop Commitment Agreement

EXHIBIT F New Securityholder Agreement and Corporate Governance Term Sheet

EXHIBIT G Management Incentive Plan Term Sheet

EXHIBIT H Executive Employee Agreement Term Sheet

EXHIBIT I Amended and Restated License Agreement

EXHIBIT J Corporate Organization Chart

EXHIBIT K Liquidation Analysis

EXHIBIT L Financial Projections

EXHIBIT M Valuation Analysis

---

2 Each Exhibit is incorporated herein by reference.

I. INTRODUCTION

Hornbeck Offshore Services, Inc. ("Hornbeck") and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors," and together with Hornbeck's direct and indirect non-Debtor subsidiaries and affiliates, the "Company"), submit this Disclosure Statement, pursuant to section 1125 of the Bankruptcy Code, to holders of Claims against and Interests in the Debtors in connection with the solicitation of votes for acceptance of the Plan, dated May 13, 2020.[3] A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference. The Plan constitutes a separate chapter 11 plan for each of the Debtors.

THE DEBTORS AND CERTAIN CONSENTING CREDITORS THAT HAVE EXECUTED THE RESTRUCTURING SUPPORT AGREEMENT, INCLUDING HOLDERS OF APPROXIMATELY 100% OF THE ABL CLAIMS, APPROXIMATELY 84% OF THE FIRST LIEN CLAIMS, APPROXIMATELY 73% OF THE SECOND LIEN CLAIMS, AND APPROXIMATELY 80% OF UNSECURED NOTES CLAIMS, BELIEVE THAT THE COMPROMISES CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS' ESTATES, AND PROVIDE THE BEST RECOVERY TO STAKEHOLDERS. AT THIS TIME, THE DEBTORS BELIEVE THE PLAN REPRESENTS THE BEST AVAILABLE OPTION FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

II. PRELIMINARY STATEMENT

The Debtors are a leading provider of marine transportation services to petroleum exploration and production, oilfield service, offshore construction, and United States military customers through a fleet of new generation offshore supply vessels and multi-purpose support vessels (together, the "Vessels"). Headquartered in Covington, Louisiana, the Debtors predominantly service customers in their core markets of the U.S. Gulf of Mexico ("GoM"), Mexico, Brazil and certain countries in Central and South America. The majority of the Debtors' Vessels operate in the "Greater GoM Region," made up of the GoM, the Mexican Gulf of Mexico, the Caribbean Sea and the Northern Slope of South America, including Colombia, Venezuela, Suriname and Guyana. Today, the Debtors' state-of-the-art fleet of Vessels provides their customers with the necessary capabilities to take on the most challenging and complex offshore drilling and production projects in the deepwater and ultra-deepwater regions of its core markets.

As of the date of this Disclosure Statement, among other obligations, the Debtors have approximately $1.2 billion in aggregate outstanding principal amount of secured and unsecured funded debt obligations: (a) approximately $50 million in principal amount of the ABL Claims; (b) approximately $350 million in principal amount of the First Lien Term Loans; (c) approximately $121 million in principal amount of the Second Lien Term Loans; (d) approximately $225 million in principal amount of the 2020 Notes; and (e) approximately $450 million in principal amount of the 2021 Notes.

Despite the Debtors' relative strengths in their core markets, recent industry trends have had a materially adverse impact on the offshore energy industry and on the Debtors in particular. While the Debtors are accustomed to, and built for, the cyclical nature of the oilfield services industry, the recent

---

[3] Capitalized terms used but not otherwise defined in this Disclosure Statement have the meanings ascribed to such terms in the Plan. **The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern.**

downturn in the industry has lasted nearly six years, much longer than any previous cycles in the deepwater era, and has put pressure on the Debtors' ability to repay or refinance their significant debt obligations.

The recent coronavirus ("COVID-19") outbreak and severe reduction in oil prices have extended the duration and exacerbated the depth of the current down-cycle. Under these circumstances, and in light of near-term maturities of certain of the Debtors' outstanding debt, the Debtors have been actively engaged with the financial markets to address their capital structure for the past several years. Despite the Debtors' efforts to mitigate the financial strain brought on by the adverse market conditions through operational "rightsizing" and cost-cutting measures, the Debtors' liquidity position remained strained and was projected to be insufficient over the long term to fund the capital-intensive nature of their business.

Most recently, on February 14, 2020, the Debtors launched an exchange offer transaction for the balance of their 2020 Notes and 2021 Notes that was scheduled to close on March 23, 2020. The Offers (as defined below) would have provided eligible holders of all of the Debtors' 2020 Notes and 2021 Notes the opportunity to exchange their existing 2020 Notes and 2021 Notes into new unsecured notes due 2023 and 2025 at par. In addition to extending the Debtors' near-term maturity, the Offers would have provided the Debtors with access to additional liquidity, backstopped by certain unsecured creditors, that could have allowed the Company to pursue certain strategic initiatives. Although the Debtors had the support of a super-majority of the holders of Unsecured Notes and a super-majority of the holders of their common stock for the exchange transaction, the early tender results fell well below the 99% participation threshold required by the Debtors' supporting creditors. The exchange offer transaction was also viewed negatively by certain key secured lenders. Following the escalation of the COVID-19 outbreak and the collapse in oil prices, the Debtors and the supporting holders of the Unsecured Notes elected to terminate the Offers prior to their expiration date.

Though oil prices and offshore drilling activity in the Debtors' core markets had been trending upwards in the months leading up to the Offers, the outbreak and spread of COVID-19 caused a global financial crisis that severely affected the energy sector. An escalating oil price war initiated by Saudi Arabia and Russia that began on March 7, 2020 pushed oil and natural gas prices even lower. Ultimately, the "double-whammy" of COVID-19 and the OPEC+ price war, combined with insufficient physical storage capacity, caused an extremely acute imbalance in the global supply-demand equation for crude oil, driving WTI crude prices to trade as low as a negative $40 per barrel for the first time in history before recently settling in the high-teens to low-20s range. The prospect of a swift recovery in the energy sector has become increasingly uncertain as market instability continues.

Accordingly, and as the Debtors' many initiatives to consummate an out-of-court solution were not successful, including the Offers, the Debtors quickly worked to engage with their key stakeholders around a consensual restructuring transaction. On March 31, 2020, the Debtors entered into forbearance agreements with certain of their lenders under the ABL Facility, First Lien Facility, Second Lien Facility and Unsecured Notes with respect to the Debtors' then-current payments due on their Unsecured Notes. Pursuant to these agreements, the lenders agreed to forbear from exercising certain of their rights and remedies with respect to certain defaults by the Debtors and provide the Debtors additional time to negotiate the terms of a comprehensive restructuring.

After extensive, arm's-length negotiations, the Consenting Creditors and the Debtors arrived at the transactions embodied in the Restructuring Support Agreement, a copy of which is attached hereto as **Exhibit B**, the key terms of which include:

- Subject to the terms and conditions set forth in the Restructuring Support Agreement, the Debtors agree to commence voluntary cases under chapter 11 of the Bankruptcy Code and each

of the Consenting Creditors and Debtors agree to take certain actions in support of the Plan, including:
    - supporting the restructuring transactions;
    - acting in favor of any matter requiring approval to the extent necessary to implement the restructuring transactions; and
    - negotiating in good faith to finalize the documentation required to implement the Plan.
- The Consenting Creditors agree to reserve and forebear exercising certain contractual rights against the applicable Debtors until the earlier to occur of the Termination Date and the Petition Date, in each case, as defined therein.
- Pursuant to the restructuring transactions contemplated by the Restructuring Support Agreement, the Company will achieve:
    - a significant de-levering of the Company's capital structure;
    - a $75 million debtor-in-possession term loan facility;
    - access to $100 million of new equity capital post-emergence, fully-backstopped by existing creditors; and
    - capacity for post-petition financing to provide additional liquidity to the Reorganized Hornbeck post-emergence.
- The parties thereto agreed to other customary terms and conditions including, certain transfer restrictions, releases of all claims and interests that are treated in the Plan, and termination rights upon the occurrence of certain events, including the failure of the Debtors to achieve certain milestones.

The Restructuring Support Agreement is a significant achievement for the Debtors. A right-sized capital structure will allow the Debtors to continue to operate their business and maximize value for the benefit of all post-emergence stakeholders. In addition, the compromises and settlements embodied in the Restructuring Support Agreement, and to be implemented pursuant to the Plan, preserve value by enabling the Debtors to avoid protracted, value-destructive litigation over potential recoveries and other causes of action that could delay the Debtors' emergence from chapter 11.

As of the date of this Disclosure Statement, holders of approximately 100% of the ABL Claims, approximately 84% of the First Lien Claims, approximately 73% of the Second Lien Claims, and approximately 80% of Unsecured Notes Claims have signed onto the Restructuring Support Agreement. The core terms of the Restructuring Support Agreement will be implemented through a chapter 11 plan of reorganization—namely, the Plan (described more fully in Article IV of this Disclosure Statement, entitled "The Debtors' Restructuring Support Agreement and Plan" which begins on page 9.)

With a prepackaged Plan and key creditor support in place pursuant to the Restructuring Support Agreement, the Debtors intend to use the chapter 11 process to preserve and maximize value and, as expediently as possible, implement a prepackaged restructuring for the benefit of the Debtors' stakeholders while maintaining their existing operations. Given the Debtors' core strengths—including their experienced management team, strong culture, over 40-year reputation for operational excellence, and modern fleet —the Debtors are confident that they can implement the Restructuring Support Agreement and position the Debtors' business for long-term viability. Upon emergence from chapter 11, the Debtors will have both a stronger balance sheet and increased flexibility to conduct their operations going forward.

III. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT AND THE CHAPTER 11 PROCESS

A. What is chapter 11?

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for similarly situated creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

Consummating a chapter 11 plan is the principal objective of a chapter 11 case. A bankruptcy court's confirmation of a plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. Whom do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' Solicitation Agent, Stretto, via one of the following methods:

By e-mail at:
teamhornbeck@stretto.com (for Class 4 and Class 5, or for general inquiries)
hornbeckbondvote@stretto.com (for Class 6)

By telephone (toll free) at:
1-855-258-1004 (for Class 4 and Class 5, or for general inquiries)
1-888-448-3917 (for Class 6)

Copies of the Plan, this Disclosure Statement, and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Stretto at the address above or by downloading the exhibits and documents from Stretto's website at http://cases.stretto.com/hornbeck (free of charge) or the Bankruptcy Court's website at http://www.txs.uscourts.gov (for a fee).

C. Why is the Bankruptcy Court holding a Confirmation Hearing?

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the Plan and recognizes that any party in interest may object to Confirmation of the Plan. The Confirmation Hearing will be scheduled by the Bankruptcy Court shortly after the commencement of the Chapter 11 Cases. All parties in interest will be served notice of the time, date, and location of the Confirmation Hearing once scheduled.

D. What is the purpose of the Confirmation Hearing?

The confirmation of a plan of reorganization by a bankruptcy court binds the debtor, any issuer of securities under a plan of reorganization, any person acquiring property under a plan of reorganization, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the bankruptcy court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a plan of reorganization discharges a debtor from any debt that arose before the confirmation of such plan of reorganization and provides for the treatment of such debt in accordance with the terms of the confirmed plan of reorganization.

E. Why are the Debtors sending me this Disclosure Statement?

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan and to share such disclosure statement with all holders of claims whose votes on the Plan are being solicited. This Disclosure Statement is being submitted in accordance with these requirements.

F. Why are votes being solicited prior to Bankruptcy Court approval of the Disclosure Statement?

By sending this Disclosure Statement and soliciting the Plan prior to approval by the Bankruptcy Court, the Debtors are preparing to seek Confirmation of the Plan shortly after commencing the Chapter 11 Cases. The Debtors will ask the Bankruptcy Court to approve this Disclosure Statement together with Confirmation of the Plan at the same hearing, on June 19, 2020, subject to the Bankruptcy Court's approval and availability.

G. What is the deadline to vote on the Plan?

The deadline to vote on the plan (the "Voting Deadline") is June 10, 2020, at 4:00 p.m. (prevailing Central Time).

H. How do I vote for or against the Plan?

Detailed instructions regarding how to vote on the Plan are contained on the ballots distributed to holders of Claims that are entitled to vote on the Plan. For your vote to be counted, for Classes 4 and 5, the applicable ballot must be properly completed, executed, and delivered as directed, so that the ballot containing your vote is **actually received** by the Debtors' solicitation agent, Stretto (the "Solicitation Agent") **on or before the Voting Deadline, *i.e.* June 10, 2020, at 4:00 p.m., prevailing Central Time**. For Class 6, the master ballot containing your vote and returned by your nominee, or the "pre-validated" ballot provided by your nominee for direct return by you must be properly completed, executed, and delivered as directed, so that the master ballot or pre-validated ballot containing your vote is **actually received** by the Debtors' solicitation agent, Stretto (the "Solicitation Agent") **on or before the Voting Deadline, *i.e.* June 10, 2020, at 4:00 p.m., prevailing Central Time**. *See* Article X of this Disclosure Statement, entitled, "Solicitation, Voting, and New Equity Election Procedures" which begins on page 54 for more information.

IV. THE DEBTORS' RESTRUCTURING SUPPORT AGREEMENT AND PLAN

A. Restructuring Support Agreement and Plan

On April 10, 2020, the Debtors and the Consenting Creditors entered into the Restructuring Support Agreement. Since executing the Restructuring Support Agreement, the Debtors have documented the terms of the prepackaged restructuring contemplated thereby, including the Plan, in a manner that complies with the Jones Act (such that Reorganized Hornbeck shall at all times be eligible and qualified to own and operate U.S.-flagged vessels in the U.S. coastwise trade). The restructuring transactions contemplated by the Plan will significantly reduce the Debtors' funded-debt obligations and annual interest payments and result in a stronger balance sheet for the Debtors.

The Plan represents a significant step in the Debtors' restructuring process. The Restructuring Support Agreement will allow the Debtors to proceed expeditiously through chapter 11 to a successful emergence. The Plan will significantly delever the Debtors' balance sheet and provide the capital injection needed for the Debtors to conduct competitive operations going forward.

B. Classification of Claims and Interests Under the Plan

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold and whether you held that Claim or Interest as of the Voting Record Date (as defined herein). Each category of holders of Claims or Interests, as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code, is referred to as a "Class." Each Class's respective voting status is set forth below:

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)

C. Treatment of Classes of Claims and Interests Under the Plan

The following chart provides a summary of the anticipated recovery to holders of Claims or Interests under the Plan. Any estimates of Claims or Interests in this Disclosure Statement may vary from the final amounts allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE ARE SUBJECT TO CHANGE. FOR A COMPLETE DESCRIPTION OF THE DEBTORS' CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS, REFERENCE SHOULD BE MADE TO THE ENTIRE PLAN.[4]

SUMMARY OF EXPECTED RECOVERIES[5]				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims**[6] **(in millions)**	**Projected Recovery Under the Plan**
1	Other Secured Claims	Each such Holder of an Allowed Other Secured Claim 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.	$0	$100%
2	Other Priority Claims	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.	$5.0	100%

[4] The recoveries set forth below may change based upon changes in the amount of Claims or Interests that are Allowed as well as other factors related to the Debtors' business operations and general economic conditions.

[5] Holders of Allowed First Lien Claims, Allowed Second Lien Claims, or Allowed Unsecured Claims that are deemed to be Non-Eligible Holders will receive payment in cash. Each such Holder's recovery will be equivalent to the Holder's recovery under the Plan if such Holder had been deemed an Eligible Holder.

[6] Unless otherwise indicated, the Allowed Claim amounts set forth in this table are estimates as of June 30, 2020 assuming a May 15, 2020 filing date.

SUMMARY OF EXPECTED RECOVERIES[5]				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[6] (in millions)**	**Projected Recovery Under the Plan**
3	ABL Claims	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.	$53.2[7]	100%[8]
4	First Lien Claims	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[9]; (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	$364.1[10]	88.0%[11]

7 Allowed ABL Claim amount includes outstanding principal, the ABL Redemption Fee, and accrued and unpaid prepetition and postpetition interest as of May 20, 2020.

8 The recovery percentage for ABL Claims excludes recovery in respect of the ABL Redemption Fee, which, upon entry of the Interim DIP Order, shall be converted into the DIP Redemption Fee and, upon the Effective Date, converted into the Specified 1L Exit Fee.

9 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. Expected to equal approximately 9.5% of such Holder's Allowed First Lien Claim.

10 Allowed First Lien Claim amount includes outstanding principal, the First Lien Redemption Fee and accrued and unpaid prepetition and postpetition interest (to be paid in kind at the contractual default rate in accordance with the DIP Order) as of June 30, 2020.

11 The recovery percentage for First Lien Claims excludes recovery in respect of the First Lien Redemption Fee, which shall be converted into the Specified 2L Exit Fee.

SUMMARY OF EXPECTED RECOVERIES[5]				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[6] (in millions)**	**Projected Recovery Under the Plan**
		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.		
5	Second Lien Claims	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.	$124.6	6.1%
6	Unsecured 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	$698.6	0.5%

SUMMARY OF EXPECTED RECOVERIES[5]				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[6] (in millions)**	**Projected Recovery Under the Plan**
		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. 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.		
7	General Unsecured Claims	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.	$12.3	100%
8	Debtor Intercompany Claims	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.	N/A	N/A

SUMMARY OF EXPECTED RECOVERIES[5]				
Class	**Claim/Equity Interest**	**Treatment of Claim/Equity Interest**	**Projected Amount of Claims[6] (in millions)**	**Projected Recovery Under the Plan**
9	Equity Interests	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.	N/A	N/A
10	Intercompany Interests	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.	N/A	N/A
11	Section 510(b) Claims	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.	$0	0%

D. Treatment of Unclassified Claims Under the Plan

In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Claims, Professional Fee Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims or Interests set forth in Article II of the Plan. The chart below summarizes the various unclassified claims and provides the relevant section of the Plan that addresses their treatment:

Claim	Description of Claim	Plan Section
DIP Claims	A 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, premiums, expenses, costs, and other charges arising under or related to the DIP Facility.	Article II, Section A
Administrative Claims	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.	Article II, Section B
Professional Fee Claims	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.	Article II, Section C
Priority Tax Claims	Any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.	Article II, Section E

E. Additional Information About First Lien Claims, Second Lien Claims, and Unsecured Notes Claims.

To comply with applicable securities laws, the treatment for Holders of First Lien Claims, Second Lien Claims, and Unsecured Notes Claims depends on whether the Holder is an Eligible Holder or a Non-Eligible Holder. An Eligible Holder is a holder of an Allowed First Lien Claim equal to at least $50,000, an Allowed Second Lien Claim equal to at least $50,000, an Allowed 2020 Notes Claim in an amount equal to at least $50,000 or an Allowed 2021 Notes Claim in an amount equal to at least $50,000 that is a QIB or an Accredited Investor, as demonstrated to the reasonable satisfaction of the Debtors, in consultation with counsel to the Required Commitment Parties prior to the Effective Date, or the Reorganized Debtors following the Effective Date. All Holders of First Lien Claims, Second Lien Claims or Unsecured Notes Claims that do not qualify as Eligible Holders in consultation with counsel to the Required Commitment Parties prior to the Effective Date, or the Reorganized Debtors following the Effective Date, are Non-Eligible Holders. If an Eligible Holder satisfies the requirements in the procedures established to demonstrate compliance then it will receive its share of the New Equity, New Warrants, First Lien Subscription Rights, Second Lien Subscription Rights and/or Noteholder Subscription Rights, as applicable. Subject to the minimum distribution threshold, if a Non-Eligible Holder satisfies the requirements in the procedures established to demonstrate compliance, then it will receive a Cash payment equal to the value of the distribution that the Non-Eligible Holder would have received if it was an Eligible Holder.

As set forth more fully in the Plan, until a Holder of First Lien Claims, Second Lien Claims, 2020 Notes Claims or 2021 Notes Claims in an amount equal to at least $50,000 demonstrates its status as an Eligible Holder or a Non-Eligible Holder, as applicable, to the reasonable satisfaction of the Debtors, in consultation with the Required Commitment Parties prior to the Effective Date, or the Reorganized Debtors following the Effective Date, its distribution may be withheld for up to one (1) year from the Effective Date. If any such Holder does not respond within the one (1) year period, then its distribution will be forfeited.

F. Recommendation by the Debtors

The Debtors believe that the Plan provides for a higher distribution to the Debtors' stakeholders, taken as a whole, than would otherwise result from any other available alternative. The Debtors believe that the Plan, which contemplates a significant deleveraging of the Debtors' balance sheet and enables them to emerge from chapter 11 expeditiously, is in the best interest of all holders of Claims or Interests, and that any other alternatives (to the extent they exist) fail to realize or recognize the value inherent under the Plan. Accordingly, the Debtors recommend that you vote in favor of the Plan.

V. QUESTIONS AND ANSWERS REGARDING THE DEBTORS' RESTRUCTURING PLAN

A. Who Supports the Plan?

The Plan is supported by the Debtors and certain Consenting Creditors that have executed the Restructuring Support Agreement, including holders of approximately 100% of the ABL Claims, approximately 84% of the First Lien Claims, approximately 73% of the Second Lien Claims, and approximately 80% of the Unsecured Notes Claims.

B. Are any regulatory approvals required to consummate the Plan?

Approval of the New Warrants and confirmation from the U.S. Coast Guard and the U.S. Maritime Administration that implementation of the New Corporate Governance Term Sheet and issuance of the New Warrants will not adversely affect the status of the Reorganized Hornbeck as a U.S. Citizen will be required to consummate the Plan. Such approval and confirmation from the U.S. Coast Guard and the U.S. Maritime Administration (as well as the obtaining of any other regulatory approvals or authorizations, consents, rulings, or documents necessary to implement and effectuate the Plan, including from the Committee on Foreign Investment in the United States, the Defense Counterintelligence and Security Agency, and the Mexican Antitrust Authority if required or advisable (as determined by the Debtors and the Required Consenting Creditors)) is a condition precedent to the Effective Date.

C. What happens to my recovery if the Plan is not confirmed or does not go effective?

In the event that the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their businesses. It is possible that any alternative may provide holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of the consequences of an extended chapter 11 case, or of a liquidation scenario, *see* Article XI.B of this Disclosure Statement, entitled "Best Interests of Creditors/Liquidation Analysis," which begins on page 57, and the liquidation analysis attached hereto as **Exhibit K** (the "Liquidation Analysis").

D. If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by "Confirmation" and "Effective Date?"

"Confirmation" of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to Holders of Allowed Claims and Interests will only be made on the date the Plan becomes effective—the "Effective Date"—or as soon as reasonably practicable thereafter, as specified in the Plan. *See* Article XI of this Disclosure Statement, entitled "Confirmation of the Plan," which begins on page 57, for a discussion of the conditions precedent to consummation of the Plan.

E. What are the sources of Cash and other consideration required to fund the Plan?

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 of the Plan.

F. Are there risks to owning the New Equity and New Warrants upon emergence from chapter 11?

Yes. *See* Article IX of this Disclosure Statement, entitled "Risk Factors," which begins on page 35.

G. Is there potential litigation related to the Plan?

1. Parties in interest may object to the approval of this Disclosure Statement and may object to Confirmation of the Plan as well, which objections potentially could give rise to litigation. *See* Article IX.C.12 of this Disclosure Statement, entitled "The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases," which begins on page 49.

In the event that it becomes necessary to confirm the Plan over the rejection of certain Classes, the Debtors may seek Confirmation of the Plan notwithstanding the dissent of such rejecting Classes. The Bankruptcy Court may confirm the Plan pursuant to the "cramdown" provisions of the Bankruptcy Code, which allow the Bankruptcy Court to confirm a plan that has been rejected by an impaired Class if it determines that the Plan satisfies section 1129(b) of the Bankruptcy Code. *See* Article XI.E of this Disclosure Statement, entitled "Confirmation Without Acceptance by All Impaired Classes," which begins on page 59.

H. Will the final amount of Allowed General Unsecured Claims affect the recovery of Holders of Allowed General Unsecured Claims under the Plan?

Each Holder of an Allowed General Unsecured Claim shall have, 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.

I. How will the preservation of the Causes of Action impact my recovery under the Plan?

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.

J. Will any party have significant influence over the corporate governance and operations of 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 New Corporate Governance Term Sheet provides a summary of the material governance terms that will apply to the Reorganized Debtors.

From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in the New Corporate Governance Documents, the New Exit Facility Documents or 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 as the boards of directors of the applicable Reorganized Debtors deem appropriate.

K. Will there be releases and exculpation granted to parties in interest as part of the Plan?

Yes, the Plan proposes to release the Released Parties and to exculpate the Exculpated Parties. The Debtors' releases, third-party releases, and exculpation provisions included in the Plan are an integral part of the Debtors' overall restructuring efforts and were an essential element of the negotiations among the Debtors and the Consenting Creditors in obtaining their support for the Plan pursuant to the terms of the Restructuring Support Agreement.

The Released Parties and the Exculpated Parties have made substantial and valuable contributions to the Debtors' restructuring through efforts to negotiate and implement the Plan, which will maximize and preserve the going-concern value of the Debtors for the benefit of all parties in interest. Accordingly, each of the Released Parties and the Exculpated Parties warrants the benefit of the release and exculpation provisions.

Based on the foregoing, the Debtors believe that the releases and exculpations in the Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Fifth Circuit. Moreover, the Debtors will present evidence at the Confirmation Hearing to demonstrate the basis for and propriety of the release and exculpation provisions. The release, exculpation, and injunction provisions that are contained in the Plan are copied in pertinent part below.

IMPORTANTLY, ALL HOLDERS OF CLAIMS OR INTERESTS WHO DO NOT OPT OUT OF THE RELEASES CONTAINED IN THE PLAN ARE INCLUDED IN THE DEFINITION OF "RELEASING PARTIES" AND WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY RELEASED AND DISCHARGED ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. THE RELEASES ARE AN INTEGRAL ELEMENT OF THE PLAN.

ALL HOLDERS OF CLAIMS OR INTERESTS SHOULD UNDERSTAND THAT EVEN IF SUCH HOLDER ELECTS NOT TO GRANT THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE VIII.E OF THE PLAN, THE DEBTORS INTEND TO SEEK A NON-CONSENSUAL RELEASE FROM THE BANKRUPTCY COURT WITH RESPECT TO ARTICLE VIII.F OF THE PLAN AND THE RELEASES OF HOSMEX DESCRIBED THEREIN.

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

L. What is the effect of the Plan on the Debtors' ongoing businesses?

The Debtors are reorganizing under chapter 11 of the Bankruptcy Code. As a result, the occurrence of the Effective Date means that the Debtors will ***not*** be liquidated or forced to go out of business. Following Confirmation, the Plan will be consummated on the Effective Date, which is a date that is the first Business Day after the Confirmation Date on which (1) no stay of the Confirmation Order is in effect and (2) all conditions to Consummation have been satisfied or waived (*see* Article IX of the Plan). On or after the Effective Date, and unless otherwise provided in the Plan, the Reorganized Debtors may operate their businesses and, except as otherwise provided by the Plan, 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. Additionally, upon the Effective Date, all actions contemplated by the Plan will be deemed authorized and approved.

M. Where can I find out more about the Restructuring Transactions that will be effectuated through the Plan?

More details about specific aspects of the restructuring transactions and the Reorganized Debtors' operations following the Consummation of the Plan can be found in the Plan:

Provision	Plan Section
The Restructuring Transactions contemplated by, and effectuated by, the Plan	Article IV, Section B
The sources of consideration for distributions under the Plan	Article IV, Section C
The corporate existence of the Reorganized Debtors following the Consummation of the Plan	Article IV, Section F

Provision	Plan Section
The Debtors' authorization and approval of corporate action	Article IV, Section G
The vesting of assets in the Reorganized Debtors following the Consummation of the Plan	Article IV, Section H
The cancellation of all existing notes, instruments, certificates, shares, or other documents evincing Claims or Interests following the Consummation of the Plan	Article IV, Section I
Authorization for the Reorganized Debtors to effectuate documents and take further action to implement the terms of the Plan on, or after, the Effective Date of the Plan	Article IV, Section J
The creation of the New Corporate Governance Documents of the Reorganized Debtors	Article IV, Section L
Formation of the Reorganized Debtors on the Effective Date of the Plan	Article IV, Section M
The directors and officers of the Reorganized Debtors	Article IV, Section N
The Management Incentive Plan	Article IV, Section O
The Reorganized Debtors' preservation of Causes of Action	Article IV, Section P
Treatment of employee and retiree benefits under the Plan	Article V, Section G
Settlement and discharge of claims, release of liens, Debtor Releases, Third-Party Releases, exculpation, injunction, and other related provisions under the Plan	Article VIII, Section A - Section G

VI. THE DEBTORS' CORPORATE HISTORY, STRUCTURE, AND BUSINESS OVERVIEW

A. The Debtors' Corporate History.

In 1980, Larry Hornbeck left his management role at an offshore marine services company and founded the original Hornbeck Offshore Services, Inc., a Texas corporation ("Original Hornbeck") in Galveston, Texas. Original Hornbeck was primarily focused on servicing nearshore and offshore drilling projects in the GoM with 180-foot conventional vessels that were then the mainstay of the offshore services vessels ("OSVs") industry. Original Hornbeck went public on the NASDAQ the following year, where it was traded under the symbol "HOSS."

Between 1980 and 1996, Original Hornbeck expanded through a series of acquisitions and vessel construction initiatives. By 1996, Original Hornbeck's fleet of OSVs was the second largest fleet of OSVs in the GoM, with over 100 vessels worldwide. Todd Hornbeck, Larry Hornbeck's son, who joined Original Hornbeck in 1991, participated in Original Hornbeck's growth and expansion. In 1996, Original Hornbeck merged into its largest competitor at the time, Tidewater, Inc. ("Tidewater"), a publicly traded international offshore service vessel company that then operated the largest fleet of vessels providing marine services to the offshore industry in the world. The combined company operated under the Tidewater name and logo, while Larry Hornbeck retained the rights to Original Hornbeck's trade name, trademark, trade dress and logos.

For 10 months following the merger, Todd Hornbeck served as Tidewater's marketing director for operations in the GoM. In 1997, Todd Hornbeck left Tidewater and formed Hornbeck, carrying on the family legacy with the same trade name, trademarks, trade dress and logos his father had used for Original

Hornbeck, to construct a "new generation" of OSVs that were tailored to meet the specific needs of the then-emerging deepwater and ultra-deepwater drilling operations.[12] In 2004, Hornbeck went public and listed its Common Stock on the New York Stock Exchange (the "NYSE") where it was traded under the symbol "HOS" until December 2019. Commencing in 2019, Hornbeck's Common Stock has traded on the OTCQB market under the symbol "HOSS."

Today, the Debtors maintain an industry-leading fleet of 66 OSVs and eight multi-purpose support vessels ("MPSVs") that offers a wide array of services and capabilities designed to meet the unique needs of deepwater drilling and production projects. In addition, the Debtors manage four non-owned vessels for the U.S. Military. The Debtors also operate a leased shore-base facility in Port Fourchon, Louisiana ("HOS Port"), and own a warehouse and a floating drydock.

With approximately 1,200 employees, including 30 third-country nationals that are contracted to serve on the Debtors' Vessels, the Debtors are a leading provider of marine transportation services to a variety of customers in their core markets and elsewhere.

The Debtors' business operations are subject to various federal, state, local and international laws and regulations governing the operation and maintenance of vessels and other environmental protection laws, including the Oil Pollution Act of 1990, the Clean Water Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Merchant Marine Act of 1920 (as amended, the "Jones Act") and additional regulations that were adopted by the United States Environmental Protection Agency regarding greenhouse gas emissions, as well as similar international laws and conventions and the laws and regulations of Mexico, Brazil, and other areas where the Debtors operate. The Debtors' U.S.-flagged vessels are subject to the jurisdiction of the United States Coast Guard, the United States Customs and Border Protection and the United States Maritime Administration.

B. The Debtors' Key Assets and Operations.

1. The Debtors' Fleet.

From the Debtors' inception, the Debtors have sought to offer their customers an array of premium Vessels designed to facilitate the unique needs of each offshore and deepwater drilling or production project. The Debtors currently own and operate one of the youngest, largest and most technologically advanced fleets in the Western Hemisphere, comprised of United States-, Mexican-, Vanuatu-, and Brazilian-flagged new generation Vessels, assembled through a series of iterative newbuild programs and strategic vessel acquisitions.

In recognition of the complex demands of deepwater, deep-well and other logistically demanding projects, the Debtors launched their first OSV newbuild program in 1997, using the proprietary designs of their in-house engineering team to create a new fleet of vessels with modern technology and capabilities specifically tailored to the modern needs of the energy industry. In late 2011, the Debtors commenced their fifth and most recent OSV newbuild program, which also included the construction of MPSVs. Since then, the Debtors have grown their new generation fleet from 51 OSVs and four MPSVs to 66 OSVs and eight MPSVs. Two additional new MPSVs are under construction.

---

[12] Offshore drilling is the process of extracting petroleum from reserves located beneath the Earth's oceans instead of reserves located under the onshore mainland. Historically, the majority of drilling projects were conducted closer to the shore (*i.e.*, nearshore drilling in shallow waters), but in the past few decades, there has been a tendency towards deepwater and ultra-deep water drilling, which take place in the deep sea (greater than 1,000 feet and 5,000 feet water depth, respectively) farther from shore and at total depths as deep as 35,000 feet.

Additionally, the Debtors perform vessel maintenance, outfitting and other in-the-water shipyard activities at HOS Port, which is comprised of 66 acres and nearly 3,000 linear feet of proprietary dock space. If any technical issues arise during a Vessel's operations, the Debtors can quickly service the Vessel or supply a replacement Vessel to the customer, taking advantage of the Debtors' large and diverse fleet.

HOS Port's proximity in Port Fourchon to the GoM gives the Debtors a competitive advantage by expediting vessel mobilization to the oilfield and turnaround time at the dock, resulting in cost savings and efficiency gains for the customer.

The Debtors' fleet is comprised of two different types of vessels:

(a) OSVs.

OSVs primarily serve exploratory and developmental drilling rigs and production facilities and support offshore and subsea construction, installation, inspection, repair and maintenance ("IRM"), and decommissioning activities. OSVs differ from other ships due to their cargo-carrying flexibility and capacity, and are typically used for transporting deck cargo, such as pipe or drummed material and equipment, liquid mud, potable and drilling water, diesel fuel, dry bulk cement, and personnel between shore-bases and offshore rigs and production facilities.

To best serve projects in the deepwater, the Debtors have designed various classes of new generation OSVs to maximize their liquid mud and dry bulk capacities and open deck space. Deepwater operations also require vessels having dynamic positioning, or anchorless station-keeping capability, driven primarily by safety concerns that preclude vessels from physically mooring to floating deepwater drilling rigs and production installations.

The Debtors' fleet of OSVs is unique in its size, variability and modularity. The Debtors' fleet contains OSVs across eight different vessel design classes in an array of sizes and configurations and can be outfitted with cranes, helidecks and other equipment units for use in offshore drilling and other specialty service applications. Despite these differences, the vessels are similar in design and operating capabilities, and perform similar services. The Debtors have developed a system of portable "plug and play" modular units that allow each OSV to quickly and efficiently be retrofitted to suit the specific needs of the customer. After the completion of a job, the modular equipment units can be de-installed and stored at HOS Port where they can be rapidly reinstalled and redeployed on another vessel.

Despite the diverse range of OSVs in the Debtors' fleet, many of the OSVs have the same or similar specifications and use the same manufacturer brands for key componentry and equipment, reducing the amount of spare parts the Debtors needs to keep on hand to repair or replace equipment on their vessels. The Debtors' maintenance programs are thus highly cost-effective, allowing quick repair and increased up-time fleet-wide. Additionally, all of the Debtors' systems are completely integrated on each OSV, allowing for seamless operation of the OSV and consistency in operation across multiple OSVs. Customers who contract with the Debtors for multiple OSVs can operate OSVs of different classes without having to learn how to operate different systems or components.

Today, all of the Debtors' OSVs have enhanced capabilities that allow the Debtors to more effectively support the premium drilling equipment required for deep-well, deepwater and ultra-deepwater drilling and to provide specialty services. In contrast to conventional OSVs, the Debtors' OSVs have dynamic positioning systems, greater fuel efficiency and speed, more cargo and tank space, better safety characteristics, greater transit range and higher-volume transfer rates for liquid mud and dry bulk materials.

(b) MPSVs.

Similar to the OSVs, MPSVs support the deepwater activities of the energy industry, but are often significantly larger vessels that are principally used for IRM activities. 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 wells, well testing and flow-back operations and other sophisticated deepwater operations. MPSVs typically command higher daily revenue (dayrates) than OSVs due to their significantly larger relative size and versatility, as well as higher construction and operating costs.

MPSVs are or can be equipped with a variety of lifting and deployment systems, including large capacity cranes, winches or reel systems, well intervention equipment, remotely operated vehicles ("ROVs") and accommodation facilities. The typical MPSV is equipped with one or more deepwater cranes employing active heave compensation technology, one or more ROVs, a helideck and expansive accommodations for the offshore crew, including customer personnel. MPSVs can also be outfitted as a flotel 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.

The Debtors' fleet of MPSVs provides marine solutions to meet the evolving needs of the deepwater and ultra-deepwater energy industry with a range of service capabilities from petroleum and chemical transport to subsea intervention and operations support. The new generation MPSVs, which are designed to meet the higher capacity and performance needs of customers' increasingly more complex drilling and production programs, are an important part of the Debtors' strategy and their ability to maintain their competitive advantage in the marketplace.

2. The Debtors' Customers.

The Debtors' primary customers are large, international oil and gas producers, and multinational oil companies. The Debtors also contract with third parties, including deepwater and ultra-deepwater rig owners and other oilfield service companies, to provide a broad variety of other services.

The Debtors have further diversified by providing specialized vessel solutions to non-oilfield customers, including several significant projects with the United States military and other federal agencies, including an Operating & Maintenance contract with the U.S. Military for four non-owned vessels, primarily stationed on the east and west coasts of the U.S. The maintenance of the Debtors' current government franchise and its growth are a "hedge" against the recent commodity price collapse and future volatility.

Occasionally, the Debtors provide services to oceanographic research and fiber optic cable lay customers and other customers that use sophisticated marine platforms in their operations, and offers vessel management services for other vessel owners, such as crewing, daily operational management and maintenance activities.

3. The Debtors' Geographic Markets.

A key component of the Debtors' strategy has been focusing on markets where the Debtors have a strong operational advantage. While the Debtors have historically operated their Vessels predominately in the U.S. domestic GoM, the Debtors have expanded their market presence and now operate in three core geographic markets: the GoM, Brazil and Central America, including the Mexican waters of the GoM.

- ***Operations in the United States:*** The GoM accounts for 17% of total U.S. crude oil production and is one of the largest and most prolific deepwater oil fields in the world. Historically, anywhere between 20 and 50 individual offshore floating drilling units have been active simultaneously in the GoM, creating demand for vessels services. HOS Port offers the Debtors strategic access to the GoM by providing a staging location for ships that reduces both transit time to the GoM and transit costs to the customer. While operations in the GoM are restricted under the Jones Act, the majority of the Debtors' Vessels are physically capable of operating and are qualified under the Jones Act to engage in the United States coastwise trade. The two new MPSVs under construction are also expected to be eligible for Jones Act coastwise trading privileges. Foreign-owned, flagged, built or crewed vessels are restricted in their ability to conduct United States coastwise trade and are typically excluded from such trade in the GoM.
- ***International Operations:*** The majority of the Debtors' Vessels outside of the United States are located in Mexico and Brazil, which are among the largest oil producers in the world. The Debtors also have operations in Guyana and Trinidad and Tobago.

C. The Debtors' Prepetition Capital Structure.

As of the date hereof, Hornbeck has approximately $1.196 billion in aggregate principal amount of funded debt obligations.

Funded and Unfunded Debt	***Maturity***	***Principal Amount Outstanding (in USD millions)***
ABL Facility[13]		
Tranche A (Unrestricted, Receivables-backed)	June 2022	31.8
Tranche B (Restricted, Cash-backed)	May 2025	18.2
First Lien Facility	June 2023	350.0
Second Lien Facility	February 2025	121.2
2020 Notes	April 2020	224.3
2021 Notes	March 2021	450.0
Total Debt Obligations		***1,195.5***

1. ABL Facility.

On June 28, 2019, Hornbeck entered into a $100.0 million ABL Facility, pursuant to the ABL Credit Agreement by and among Hornbeck, as borrower, other obligors, Oppenheimer & Co., as sole lead arranger, certain financial institutions as lenders, and CIT Northbridge Credit LLC ("CNC"), as administrative and collateral agent. The ABL Facility is guaranteed by certain of Hornbeck's subsidiaries and secured by a first-priority lien on receivables, certain restricted and unrestricted cash accounts, and related assets.

The ABL Facility is comprised of the following two tranches: (a) an unrestricted receivables-backed tranche, which may be used, subject to the completion of applicable eligibility review procedures, for working capital and general corporate purposes, including the refinancing or repayment of existing debt, subject to, among other things, compliance with certain requirements, and (b) a restricted cash-backed

[13] The allocation between Tranche A and Tranche B is based on the borrowing base as of March 31, 2020.

tranche, which may, over time, rebalance to the receivables-backed tranche as eligible receivables increase and may be refinanced over time.

On February 29, 2020, Hornbeck agreed to make a cash payment of $50 million out of its restricted cash to CIT Northbridge Funding I LLC ("CIT"), in full satisfaction of CIT's share of the existing obligations under the ABL Credit Agreement. Upon the receipt by CIT on March 2, 2020 of the agreed-upon payoff amount and certain related payments, CIT's share of the existing obligations under the ABL Credit Agreement was repaid in full and CIT has no further obligation to make additional loans under the ABL Credit Agreement. On March 30, 2020, CNC was replaced by Wilmington Trust National Association, an administrative and collateral agent.

As of the date hereof, there is $50.0 million in outstanding principal amount of borrowings under the ABL Facility, out of which approximately $18.2 million is Tranche B (restricted cash-backed). Upon the filing of the Chapter 11 Cases, the ABL Redemption Fee will be earned, due and payable in the amount of $3.0 million.

2. First Lien Facility.

On June 15, 2017, Hornbeck entered into a $300.0 million First Lien Term Loan, pursuant to the First Lien Credit Agreement by and among Hornbeck, as parent borrower, Hornbeck Offshore Services, LLC, a wholly owned subsidiary of Hornbeck, as co-borrower, a syndicate of lenders, and Wilmington Trust, National Association, as administrative agent and collateral agent.

The First Lien Facility is guaranteed by certain of Hornbeck's subsidiaries and is secured by (a) a first-priority lien on certain deposit and securities accounts, 45 domestic high-spec Vessels, 10 foreign high-spec OSVs, including a security interest in two pending domestic MPSV newbuilds and associated personalty; and (b) a second-priority lien on those receivables, unrestricted cash accounts and related assets that secure the ABL Facility on a first lien basis.

On March 27, 2018, the First Lien Credit Agreement was amended to, among other things, broaden the scope of certain definitions and make certain technical changes. On March 1, 2019, Hornbeck entered into Incremental First Lien Joinder Agreements, which provided for additional borrowings of $50.0 million in new first lien term loans. On June 28, 2019 and February 6, 2020, the First Lien Credit Agreement was further amended.

As of the date hereof, there is $350.0 million in outstanding principal amount of borrowings under the First Lien Facility, in addition to approximately $2.3 million in interest that was due April 30, 2020, but remains unpaid. Upon the filing of the Chapter 11 Cases, the First Lien Redemption Fee will be earned, due and payable in the amount of $5,116,950.

3. Second Lien Facility.

On February 7, 2019, Hornbeck entered into a $111.9 million Second Lien Term Loan, pursuant to the Second Lien Credit Agreement by and among Hornbeck, as parent borrower, Hornbeck Offshore Services, LLC, as co-borrower, a syndicate of lenders, and Wilmington Trust, National Association, as administrative agent and collateral agent.

The Second Lien Facility is guaranteed by certain subsidiaries of Hornbeck and is secured by (a) a second-priority lien on those assets that secure the First Lien Facility on a first lien basis; and (b) a third-priority lien on those receivables, unrestricted cash accounts, and related assets that secure the ABL Facility on a first lien basis.

On March 5, 2019, Hornbeck entered into an Incremental Amendment Agreement, which provided for additional borrowings of $9.3 million in new second lien term loans.

As of the date hereof, there is approximately $121.2 million in outstanding principal amount of borrowings under the Second Lien Facility, in addition to approximately $2.9 million in interest that was due April 30, 2020, but remains unpaid.

4. Intercreditor Agreements.

Hornbeck, together with the collateral agents for the lenders under the ABL Facility, the First Lien Facility and the Second Lien Facility, and the guarantors thereunder, are parties to the ABL Term Intercreditor Agreement dated as of June 28, 2019, which governs the rights and obligations as between the lenders under the secured credit facilities.

In addition, Hornbeck, together with the administrative agents and collateral agents for the lenders under the First Lien Facility and the Second Lien Facility, and the additional representatives, Hornbeck Offshore Services LLC as co-borrower and the guarantors under the respective facilities, are parties to the Intercreditor Agreement dated as of February 7, 2019, which governs the rights and obligations as between the lenders under the First Lien Facility and the lenders under the Second Lien Facility.

5. 2020 Notes.

On March 16, 2012, Hornbeck issued $375.0 million of 2020 Notes pursuant to the 2020 Notes Indenture. The 2020 Notes are unsecured obligations of Hornbeck and guaranteed by certain of its subsidiaries.

The 2020 Notes Indenture was supplemented on each of October 6, 2015, May 17, 2018 and July 12, 2019. Each of these supplements provided for additional unconditional guarantees of the obligations of Hornbeck under the 2020 Notes Indenture by certain subsidiaries of Hornbeck.

As of the date hereof, approximately $224.3 million principal amount of 2020 Notes is outstanding, in addition to approximately $6.6 million in interest that was due April 1, 2020 but remains unpaid.

6. 2021 Notes.

On March 28, 2013, Hornbeck issued $450.0 million of 2021 Notes pursuant to the 2021 Notes Indenture. The 2021 Notes are unsecured obligations of Hornbeck and guaranteed by certain of its subsidiaries.

The 2021 Notes Indenture was supplemented on each of October 6, 2015, May 17, 2018 and July 12, 2019. Each of these supplements provided for additional unconditional guarantees of the obligations of Hornbeck under the 2021 Notes Indenture by certain subsidiaries of Hornbeck.

As of the date hereof, $450.0 million principal amount of 2021 Notes is outstanding, in addition to approximately $11.3 million in interest that was due March 1, 2020, but remains unpaid.

7. Common Stock.

Hornbeck has approximately 39.6 million outstanding shares of Common Stock, par value $0.01 per share as of the date hereof. Prior to December 20, 2019, the Common Stock was traded on the NYSE under the symbol "HOS." On December 20, 2019, Hornbeck received notice that the NYSE had

commenced proceedings to delist the Common Stock due to its failure to maintain an average global market capitalization of at least $15.0 million over a 30 consecutive trading day period, as required by NYSE continued listing standards. In connection therewith, the NYSE also suspended trading in the Common Stock effective after market close on December 20, 2019. As of December 23, 2019, the Common Stock is quoted on the OTCQB Market, where it trades under the symbol "HOSS."

VII. EVENTS LEADING TO THE CHAPTER 11 FILINGS

A. Industry-Wide Headwinds.

The Debtors have suffered from the same industry-wide headwinds facing other offshore oilfield service market participants, including their OSV peers. As a transportation and service provider to energy companies that operate offshore, the Debtors are dependent on continued investment in offshore drilling, exploration and production by their customers. Such investment is often tied to the current and expected price of oil and, to a lesser extent, natural gas.

Since the fourth quarter of 2014, oil and natural gas prices worldwide have dropped significantly. This decline has negatively impacted the economics of planned drilling and ongoing production projects, resulting in the curtailment, reduction, delay or postponement of such projects for an indeterminate period of time. These cuts in drilling and production projects impacted the demand for OSVs and other oilfield service sectors by contributing to a considerable vessel oversupply in the marketplace. Industry-wide oversupply granted substantial pricing power to exploration and production companies and deeply impacted all market participants. Other OSV market participants, including Tidewater, GulfMark Offshore, Inc., and HGIM Holdings, LLC, effectuated chapter 11 restructurings in the past several years to substantially deleverage their balance sheets in light of the market pressures. Tidewater and GulfMark Offshore, Inc. later merged.

Going into 2020, while oil prices were finally showing a partial recovery prior to the advent of the recent oil price war initiated by Russia and Saudi Arabia that started on March 7, 2020, they still remained below the average prices between 2005 and 2014, and they had yet to result in a marked increase in offshore and/or deepwater capital spending by the Debtors' customers. Though an uptick in drilling activity and dayrates was expected to occur in 2020, the Coronavirus and its impact on the worldwide demand for oil along with the escalating oil price war have further exacerbated current industry conditions and dampened the likelihood of a near-term exit from the current energy downturn, now in its sixth year.

B. Operational Steps at the Outset of the Market Downturn.

In October 2014, the Debtors began "stacking" certain of their Vessels,[14] while retaining the rest of their fleet in commission-ready condition to accept contracts at the best available terms. The Vessel stacking attempted to "rightsize" the Debtors' fleet to reflect the demand for vessels and generated substantial cash savings. It also extended the useful life of the Debtors' Vessels by eliminating the wear and tear that comes from operating the Vessels and lowered its risk profile by reducing the likelihood of potential accidents or incidents on idle (versus active) Vessels. Further, it allowed the Debtors to defer regulatory drydocking costs until each Vessel is unstacked. The Debtors also initiated an across-the-board 10% pay cut to onshore and offshore personnel (15% for the Debtors' Chief Executive Officer) and reduced headcount significantly, both among onshore personnel and Vessel crews.

---

[14] Vessel stacking is the process by which offshore service companies remove vessels from the marketed fleet and store them, typically in freshwater tributaries, without retiring the vessels completely.

In addition, the Debtors began strategically selecting both the term and type of contracts that they would enter into during the market downturn, avoiding long-term contracts and contracts that forced the Debtors to take on atypical insurance risk. By temporarily reducing fleet size and eliminating unnecessary cash outflows, the Debtors were able to weather industry headwinds for longer than many of the Debtors' competitors. The Debtors' are focused on achieving the appropriate capitalization and liquidity to weather the current downturn so that, upon emergence from the downturn, the Debtors' established industry reputation for quality of operations will remain intact and the Debtors will be able to quickly mobilize their fleet to take advantage of the market upturn.

C. Prepetition Restructuring Initiatives and Engagement with Creditors.

Commencing in 2017, the Debtors completed a series of transactions aimed at increasing their financial flexibility and providing additional time for a market recovery. In June 2017, the Debtors completed an exchange of a portion of their 1.500% convertible senior notes due 2019 (the "2019 Notes") at an approximately 25% discount to par for term loans under the First Lien Facility that matures in June 2023. The lenders under the First Lien Facility also provided the Debtors with $205 million of new cash financing in the form of a delayed-draw term loan. In late 2017, the Debtors engaged in a protracted negotiation with an ad hoc group of holders of its 2020 Notes on the terms of a proposed exchange offer. Those negotiations were terminated in 2017.

In 2018, the Debtors engaged in extensive negotiations regarding a new $600 million first lien term loan facility with a syndicate of existing and prospective lenders that would have refinanced and expanded the existing First Lien Credit Facility. The new, larger facility would have provided additional cash to partially fund a pre-negotiated, holistic, out-of-court solution to address the Debtors' remaining 2020 Notes and 2021 Notes. While the new facility was, at one point, fully underwritten and definitive documentation was nearly complete, it ultimately failed due to lack of support of the proposed transaction from the requisite amount of unsecured noteholders. An unexpected precipitous drop in crude oil prices that occurred during the fourth quarter of 2018 contributed to the loss of support from the previously committed lenders.

In February 2019, the Debtors launched and completed an exchange of a portion of the 2020 Notes at an approximately 15% discount to par for term loans under the Second Lien Facility that mature in February 2025. This exchange offer was conducted without a transaction support agreement with holders of the 2020 Notes. These successful transactions allowed the Debtors to capture significant discounts on the 2019 Notes and the 2020 Notes and provided an elongated runway for repayment.

The Debtors also completed a series of private transactions for the repurchase of $52.9 million in face value of their outstanding 2019 Notes for a total of $47.6 million in cash. On September 3, 2019, the Debtors repaid the remaining balance of $25.8 million of face value of their 2019 Notes in full upon their maturity, plus accrued and unpaid interest thereon, in accordance with the terms of the indenture governing the 2019 Notes. The final retirement of this debt was funded with cash on hand.

Later in 2019, the Debtors engaged in negotiations with an ad hoc group of holders of Unsecured Notes (the "Ad Hoc Group") regarding a potential "amend and extend" transaction for the Unsecured Notes. Following months of negotiations, the Debtors and the Ad Hoc Group reached agreement on the terms of a transaction that would, among other things, (a) extend the maturity of the Unsecured Notes by three to five years, (b) provide the Debtors access to additional incremental financing through the creation of an unrestricted subsidiary that would own certain of the Debtors' unencumbered assets, against which new financing sources could lend new capital to be used for general corporate purposes or acquisitions, and (c) preserve the viability and economic interests of approximately 90% of the Debtors' Common Stock held by their existing common stockholders.

On February 14, 2020, the Debtors commenced private offers to exchange any and all of their outstanding 2020 Notes and 2021 Notes for new 10.00% Senior Notes due 2023 and 5.50% Senior Notes due 2025 (collectively, the "Exchange Offers"), and offered to purchase up to $66.7 million in aggregate principal amount of existing Unsecured Notes at a 70% discount to par for cash (together with the Exchange Offers, the "Offers"). Under the terms of the Offers, at least 99% in principal amount of each of the 2020 Notes and the 2021 Notes were required to validly tender all of their existing Unsecured Notes into the Offers. Because of certain corporate changes required by the Ad Hoc Group, the Debtors simultaneously launched a stockholder consent proxy solicitation. The exchange offer and stockholder consent solicitation were launched simultaneously on February 14, 2020, with strong advance support of the 80% of holders of the 2020 Notes, 89% of holders of the 2021 Notes, and 52% of holders of the outstanding common stock.

On February 24, 2020, the Debtors were advised by certain secured lenders that they were not supportive of the Offers. As of February 28, 2020 (the deadline for early tenders of Unsecured Notes into the Offers), approximately 83.4% of the 2020 Notes and approximately 94.8% of the 2021 Notes were tendered into the exchange, below the required 99% threshold. As of March 20, 2020, approximately 83.4% of the outstanding 2020 Notes and 95.0% of the outstanding 2021 Notes were tendered into the Offers, failing to satisfy the 99% condition for consummation. Following the escalation of the COVID-19 crisis and the collapse in oil prices, and despite having received a super-majority of support from Hornbeck's existing common stockholders, on March 23, 2020, the Debtors announced that they had elected to terminate the Offers prior to their expiration time and cancelled the related Special Meeting of Stockholders.

In the weeks following the launch of the Offers, and despite the Debtors' extensive efforts to negotiate an out-of-court transaction, it became evident that an in-court process could be necessary to maximize value for the Debtors and their stakeholders while positioning the Debtors for long-term success. The Debtors engaged Guggenheim Securities, LLC as investment banker and Portage Point Partners, LLP as restructuring advisor, and together with Kirkland & Ellis, LLP, the Debtors' legal counsel, commenced preparations for potential chapter 11 cases. The Debtors also elected to defer payment of the $11.3 million interest payment due under the 2021 Notes on March 1, 2020, entering into the 30-day grace period provided under the 2021 Notes Indenture. In connection therewith, the Debtors entered into forbearance agreements through March 31, 2020 with the required lenders under the ABL Facility, First Lien Facility and Second Lien Facility, pursuant to which the lenders agreed to forbear from exercising their rights and remedies with respect to the Debtors' failure to make the 2021 Notes interest payment when due. On March 31, 2020, the Debtors entered into forbearance agreements with certain holders of Unsecured Notes, and the lenders under the ABL Facility, the First Lien Facility and the Second Lien Facility, and agreed to extend their forbearance through April 20, 2020 with respect to the failure to make the 2021 Notes interest payment that was due March 1, 2020, the failure to make the principal payment on the 2020 Notes due April 1, 2020 and certain other defaults and cross-defaults, thus allowing the Debtors to negotiate the terms of a comprehensive restructuring.

After extensive, arm's-length negotiations, the Consenting Creditors and the Debtors arrived at the transactions embodied in the Restructuring Support Agreement. As of the date of this Disclosure Statement, holders of approximately 100% of the ABL Claims, approximately 84% of the First Lien Claims, approximately 73% of the Second Lien Claims, and approximately 80% of Unsecured Claims have signed onto the Restructuring Support Agreement. Pursuant to the Restructuring Support Agreement, the existing forbearance agreements with certain holders of the Unsecured Notes and lenders under the ABL Facility, First Lien Facility and Second Lien Facility were extended contemporaneously to the relevant milestones in the Restructuring Support Agreement.

Upon entering into the Restructuring Support Agreement, the Consenting Creditors and the Debtors moved quickly to negotiate and document the terms of a restructuring transaction contemplated by the RSA.

After several weeks of extensive negotiations, the Consenting Creditors and the Debtors agreed to the terms of the comprehensive restructuring transaction provided for by the Plan. On April 30, 2020, the Debtors elected to defer payment of interest due under the First Lien Facility and the Second Lien Facility, entering into a grace period. Pursuant to the Restructuring Support Agreement, the Debtors and the Required Consenting Creditors agreed to extend the solicitation and filing milestones under the Restructuring Support Agreement and continue to forbear from taking adverse action against the Debtors concurrently therewith.

The Debtors intend to use the chapter 11 process to preserve and maximize value and, as expediently as possible, implement the Plan to maximize value for the Debtors' stakeholders while maintaining the Debtors' existing operations. Upon emergence from chapter 11, the Debtors will have both a stronger balance sheet and increased flexibility to conduct their operations going forward.

VIII. MATERIAL DEVELOPMENTS AND ANTICIPATED EVENTS OF THE CHAPTER 11 CASES

A. First Day Relief.

On the Petition Date, along with their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "Petitions"), the Debtors intend to file several motions (the "First Day Motions") designed to facilitate the administration of the Chapter 11 Cases and minimize disruption to the Debtors' operations, by, among other things, easing the strain on the Debtors' relationships with employees, vendors, and customers following the commencement of the Chapter 11 Cases. The First Day Motions, and all orders for relief granted in the Chapter 11 Cases, will be available free of charge at http://cases.stretto.com/hornbeck.

B. Milestones.

As part of the Debtors' Restructuring Support Agreement, and as such dates have been extended, the Debtors agreed, unless such dates are extended or waived in writing by the Debtors, the Required Consenting Creditors and Required DIP Facility Lenders (as defined in the Restructuring Support Agreement), to the following case milestones to ensure that the Debtors' Chapter 11 Cases proceed in a structured and expeditious manner towards confirmation:

- no later than May 13, 2020, the Debtors shall commence solicitation of the Plan in accordance with section 1126(b) of the Bankruptcy Code;
- no later than May 17, 2020, the Debtors shall commence the Chapter 11 Cases;
- on the Petition Date, the Debtors shall file with the Bankruptcy Court the DIP Motion (including the proposed DIP Order), the Plan, the Disclosure Statement and a motion seeking approval of, and scheduling a combined hearing on, the Plan and Disclosure Statement;
- no later than 3 Business Days following the Petition Date, the Bankruptcy Court shall have entered an interim DIP Order;
- no later than 30 calendar days following the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;
- no later than 40 calendar days following the Petition Date, a hearing on confirmation of the Plan shall have been heard by the Bankruptcy Court;

- no later than 45 calendar days following the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and

- no later than the date that is the earlier of (x) 35 days after confirmation of the plan and (y) 75 days after the Petition Date the Effective Date shall have occurred (the "Plan Effective Date Milestone"); *provided* that the Company Parties and the Required Consenting Creditors have consented to an automatic extension of the Plan Effective Date Milestone until the earlier of (x) 90 calendar days after the date on which all of the conditions to the Effective Date have been satisfied or, with respect to such conditions that can only be satisfied on the Effective Date, are capable of being satisfied, except that the Company Parties have not received all required regulatory and competition act consents or approvals, or the waiting periods thereof have not expired, under any applicable jurisdiction and (y) 5 Business Days after the date on which all such required regulatory and competition act consents and approvals are received and the waiting periods thereof have expired.

So long as the Debtors are not otherwise in breach of their obligations under the Restructuring Support Agreement and have used reasonable best efforts to comply with the Milestones, the foregoing dates are subject to extension for up to 10 Business Days in the aggregate if any of the events set forth above cannot occur by the corresponding date as a result of circumstances beyond the control of the Debtors or the Consenting Creditors relating to the COVID-19 pandemic.

IX. RISK FACTORS

Holders of Claims should read and consider carefully the risk factors set forth below before voting to accept or reject the Plan. Although there are many risk factors discussed below, these factors should not be regarded as constituting the only risks present in connection with the Debtors' businesses or the Plan and its implementation.

A. Bankruptcy Law Considerations.

The occurrence or non-occurrence of any or all of the following contingencies, and any others, could affect distributions available to Holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of holders of Claims in such Impaired Classes.

1. There Is a Risk of Termination of the Restructuring Support Agreement and Thus Termination of the Equity Rights Offering.

To the extent that events giving rise to termination of the Restructuring Support Agreement occur, the Restructuring Support Agreement may terminate prior to the Confirmation or Consummation of the Plan, which could result in the loss of support for the Plan by important creditor constituencies, including the withdrawal of such creditors' votes to approve the Plan, and could result in the loss of use of cash collateral by the Debtors under certain circumstances. Termination of the Restructuring Support Agreement could also result in termination of the Equity Rights Offering, the DIP Credit Agreement and the Backstop Commitment Agreement. Additionally, the Equity Rights Offering is subject to approval by the Bankruptcy Court, and there is no guarantee that the Bankruptcy Court will grant its approval. Any such loss of support could adversely affect the Debtors' ability to confirm and consummate the Plan.

2. The Debtors Could Modify the Equity Rights Offering Procedures.

Subject to the terms and conditions of the Plan and the Restructuring Support Agreement, the Debtors may modify the Equity Rights Offering Procedures to, among other things, include additional procedures, as needed, to administer the Equity Rights Offering and comply with applicable law. Such modifications may adversely affect the rights of Equity Rights Offering Participants.

3. Parties in Interest May Object to the Plan's Classification of Claims and Interests.

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests that each encompass Claims or Interests, as applicable, that are substantially similar to the other Claims or Interests, as applicable, in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

4. The Conditions Precedent to the Effective Date of the Plan May Not Occur.

As more fully set forth in Article IX of the Plan, the Effective Date of the Plan is subject to a number of conditions precedent. If such conditions precedent are not met or waived, the Effective Date will not take place.

5. The Bankruptcy Court May Find the Solicitation of Acceptances Inadequate.

Usually, votes to accept or reject a plan of reorganization are solicited after the filing of a petition commencing a chapter 11 case. Nevertheless, a debtor may solicit votes prior to the commencement of a chapter 11 case in accordance with sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b). Sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) require that:

- solicitation comply with applicable nonbankruptcy law;
- the plan of reorganization be transmitted to substantially all creditors and other interest holders entitled to vote; and
- the time prescribed for voting is not unreasonably short.

In addition, Bankruptcy Rule 3018(b) provides that a holder of a claim or interest that has accepted or rejected a plan before the commencement of the case under the Bankruptcy Code will not be deemed to have accepted or rejected the plan if the court finds after notice and a hearing that the plan was not transmitted in accordance with reasonable solicitation procedures. Section 1126(b) of the Bankruptcy Code provides that a holder of a claim or interest that has accepted or rejected a plan before the commencement of a case under the Bankruptcy Code is deemed to have accepted or rejected the plan if (i) the solicitation of such acceptance or rejection was in compliance with applicable nonbankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation or (ii) there is no such law, rule, or regulation, and such acceptance or rejection was solicited after disclosure to such holder of adequate information (as defined by section 1125(a) of the Bankruptcy Code). While the Debtors believe that the requirements of sections 1125(g) and 1126(b) of the Bankruptcy Code and Bankruptcy Rule 3018(b) will be met, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

6. The Debtors May Fail to Satisfy Vote Requirements.

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan or transaction. There can be no assurance that the terms of any such alternative chapter 11 plan or other transaction would be similar or as favorable to the holders of Allowed Claims as those proposed in the Plan and the Debtors do not believe that any such transaction exists or is likely to exist that would be more beneficial to the Estates than the Plan. Moreover, an alternative plan or transaction could result in the termination of the Restructuring Support Agreement and the loss of support by the Consenting Creditors.

7. The Debtors May Not Be Able to Secure Confirmation of the Plan.

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims or equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting holder of Interests or an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the balloting procedures, and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation are not met. If the Plan is not confirmed by the Bankruptcy Court, it is unclear whether the Debtors will be able to reorganize their business and what, if anything, holders of Interests and Allowed Claims against them would ultimately receive.

The Debtors, subject to the terms and conditions of the Plan and the Restructuring Support Agreement (including the requirement that the Plan be in form and substance acceptable to the Required Consenting Creditors), reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in less favorable treatment of any non-accepting class of Claims or Interests, as well as any class junior to such non-accepting class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a distribution of property with a lesser value than currently provided in the Plan or no distribution whatsoever under the Plan.

8. Nonconsensual Confirmation.

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class (as defined under section 1124 of the Bankruptcy Code) has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired class(es). The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that

the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation or Consummation of the Plan may result in, among other things, increased expenses relating to professional compensation.

9. Continued Risk Upon Confirmation.

Even if the Plan is consummated, the Debtors will continue to face a number of risks, including certain risks that are beyond their control, such as further deterioration or other changes in economic conditions, changes in the industry, potential revaluing of their assets due to chapter 11 proceedings, changes in demand for oil and natural gas (and thus demand for the services the Debtors provide), and increasing expenses. *See* Article IX.C of this Disclosure Statement, entitled "Risks Related to the Debtors' and the Reorganized Debtors' Businesses," which begins on page 43. Some of these concerns and effects typically become more acute when a case under the Bankruptcy Code continues for a protracted period without indication of how or when the case may be completed. As a result of these risks and others, there is no guarantee that any chapter 11 plan of reorganization, including the Plan, will achieve the Debtors' stated goals.

In addition, at the outset of the Chapter 11 Cases, the Bankruptcy Code provides the Debtors with the exclusive right to propose the Plan and prohibits creditors and others from proposing a plan. The Debtors will have retained the exclusive right to propose the Plan upon filing their Petitions. If the Bankruptcy Court terminates that right, however, or the exclusivity period expires, there could be a material adverse effect on the Debtors' ability to achieve confirmation of the Plan in order to achieve the Debtors' stated goals.

Furthermore, even if the Debtors' debts are reduced and/or discharged through the Plan, the Debtors may need to raise additional funds through public or private debt or equity financing or other various means to fund the Debtors' businesses after the completion of the proceedings related to the Chapter 11 Cases. Adequate funds may not be available when needed or may not be available on favorable terms.

10. The Chapter 11 Cases May Be Converted to Cases under Chapter 7 of the Bankruptcy Code.

If the Bankruptcy Court finds that it would be in the best interest of creditors and/or the debtor in a chapter 11 case, the Bankruptcy Court may convert a chapter 11 bankruptcy case to a case under chapter 7 of the Bankruptcy Code. In such event, a chapter 7 trustee would be appointed or elected to liquidate the debtor's assets for distribution in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that liquidation under chapter 7 would result in significantly lower distributions being made to creditors than those provided for in a chapter 11 plan because of (a) the likelihood that the assets would have to be sold or otherwise disposed of in a disorderly fashion over a short period of time, when commodities prices are at historically low levels, rather than reorganizing or selling the business as a going concern at a later time in a controlled manner, (b) additional administrative expenses involved in the appointment of a chapter 7 trustee, and (c) additional expenses and Claims, some of which would be entitled to priority, that would be generated during the liquidation, including Claims resulting from the rejection of Unexpired Leases and other Executory Contracts in connection with cessation of operations.

11. The Debtors May Object to the Amount or Classification of a Claim or Interest.

Except as otherwise provided in the Plan and the Restructuring Support Agreement, the Debtors reserve the right to object to the amount or classification of any Claim or Interest under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any holder of a Claim or Interest where such Claim or Interest is subject to an objection. Any holder of a Claim or Interest that is subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

12. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan.

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims and Interests to be subordinated to other Allowed Claims and Interests. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims and Interests under the Plan.

13. Releases, Injunctions, and Exculpations Provisions May Not Be Approved.

Article VIII of the Plan provides for certain releases, injunctions, and exculpations, including a release of liens and third-party releases that may otherwise be asserted against the Debtors, Reorganized Debtors, or Released Parties, as applicable. The releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved. If the releases are not approved, certain Released Parties may withdraw their support for the Plan.

The releases provided to the Released Parties and the exculpation provided to the Exculpated Parties is necessary to the success of the Debtors' reorganization because the Released Parties and Exculpated Parties have made significant contributions to the Debtors' reorganizational efforts that are important to the success of the Plan and have agreed to make further contributions, including by agreeing to massive reductions in the amounts of their claims against the Debtors' estates and facilitating a critical source of post-emergence liquidity, but only if they receive the full benefit of the Plan's release and exculpation provisions. The Plan's release and exculpation provisions are an inextricable component of the Restructuring Support Agreement and Plan and the significant deleveraging and financial benefits that they embody.

14. The Debtors Cannot Predict the Amount of Time Spent in Bankruptcy for the Purpose of Implementing the Plan, and a Lengthy Bankruptcy Proceeding

Could Disrupt the Debtors' Businesses, as Well as Impair the Prospect for Reorganization on the Terms Contained in the Plan.

The Debtors estimate that the process of obtaining Confirmation and Consummation of the Plan by the Bankruptcy Court could last approximately 60 days from the Petition Date, but it could last considerably longer if, for example, Confirmation is contested or the conditions to Confirmation or Consummation are not satisfied or waived.

Although the Plan is designed to minimize the length of the bankruptcy proceedings, it is impossible to predict with certainty the amount of time that the Debtors may spend in bankruptcy, and the Debtors cannot be certain that the Plan will be confirmed. Even if confirmed on a timely basis, a bankruptcy proceeding to confirm the Plan could itself have an adverse effect on the Debtors' businesses. There is a risk, due to uncertainty about the Debtors' futures that, among other things:

- employees could be distracted from performance of their duties or more easily attracted to other career opportunities; and
- vendors or other business partners could terminate their relationship with the Debtors or demand financial assurances or enhanced performance, any of which could impair the Debtors' prospects.

A lengthy bankruptcy proceeding also would involve additional expenses and divert the attention of management from the operation of the Debtors' businesses.

The disruption that the bankruptcy process would have on the Debtors' businesses could increase with the length of time it takes to complete the Chapter 11 Cases. If the Debtors are unable to obtain Confirmation of the Plan on a timely basis, because of a challenge to the Plan or otherwise, the Debtors may be forced to operate in bankruptcy for an extended period of time while they try to develop a different plan of reorganization that can be confirmed. A protracted bankruptcy case could increase both the probability and the magnitude of the adverse effects described above.

15. Risk of Non-Occurrence of the Effective Date.

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether the Effective Date will, in fact, occur. Moreover, failure to comply with the Restructuring Support Agreement's milestones could result in the termination of the Restructuring Support Agreement and thereby the withdrawal of the Consenting Creditors' votes in favor of the Plan. As more fully set forth in Article IX of the Plan, the Effective Date of the Plan is subject to a number of conditions precedent. If such conditions precedent are not waived or not met, the Effective Date will not take place.

B. Risks Related to Recoveries under the Plan.

1. The Reorganized Debtors May Not Be Able to Achieve Their Projected Financial Results or Meet Their Post-Restructuring Debt Obligations.

The Reorganized Debtors may not be able to achieve their projected financial results. The Financial Projections set forth in this Disclosure Statement represent the Debtors' management team's best estimate of the Debtors' future financial performance, which is necessarily based on certain assumptions regarding the anticipated future performance of the Reorganized Debtors' operations, as well as the United States and world economies in general, and the industry segments in which the Debtors operate in particular. While

the Debtors believe that the Financial Projections contained in this Disclosure Statement are reasonable, there can be no assurance that they will be realized. If the Debtors do not achieve their projected financial results, the value of the New Equity and the New Warrants may be negatively affected and the Debtors may lack sufficient liquidity to continue operating as planned after the Effective Date. Moreover, the financial condition and results of operations of the Reorganized Debtors from and after the Effective Date may not be comparable to the financial condition or results of operations reflected in the Debtors' historical financial statements.

2. A Liquid Trading Market for the Shares of New Equity or New Warrants May Not Develop.

Although the Debtors and the Reorganized Debtors may apply to relist the New Equity on a national securities exchange, the Debtors make no assurance that they will be able to obtain this listing or, even if the Debtors do, that liquid trading markets for shares of New Equity will develop. The liquidity of any market for shares of New Equity or the New Warrants will depend upon, among other things, the number of holders of shares of New Equity, the Reorganized Debtors' financial performance, and the market for similar securities, none of which can be determined or predicted. Accordingly, there can be no assurance that an active trading market for the New Equity or the New Warrants will develop, nor can any assurance be given as to the liquidity or prices at which such securities might be traded. In the event an active trading market does not develop, the ability to transfer or sell New Equity or the New Warrants may be substantially limited.

Additionally, the New Jones Act Warrants will be subject to restrictions contained in Reorganized Hornbeck's new certificate of incorporation, which will prohibit the exercise of such warrants where such exercise would cause the total number of shares held by Non-U.S. Citizens to exceed 24%. Accordingly, Non-U.S. Citizens who receive New Jones Act Warrants may also be unable to exercise their New Jones Act Warrants, or have their requested exercise of their New Jones Act Warrants significantly delayed, because of the restrictions on aggregate ownership of the New Equity by Non-U.S. citizens.

3. The Trading Price for the Shares of New Equity or the New Warrants May Be Depressed Following the Effective Date.

Assuming that the Effective Date occurs, shares of New Equity and the New Warrants will be issued to Holders of certain Classes of Claims and pursuant to the Rights Offering. Following the Effective Date of the Plan, shares of New Equity and New Warrants may be sold to satisfy withholding tax requirements, to the extent necessary to fund such requirements. In addition, Holders of Claims that receive shares of New Equity or New Warrants may seek to sell such securities in an effort to obtain liquidity. These sales and the volume of New Equity available for trading could cause the trading price for the shares of New Equity or the New Warrants to be depressed, particularly in the absence of an established trading market for the New Equity or the New Warrants.

4. Certain Holders of New Equity or New Warrants May Be Restricted in their Ability to Transfer or Sell their Securities.

The recipients of shares of New Equity and New Warrants (x) sold to the Commitment Parties pursuant to the Backstop Commitments as set forth in the Backstop Commitment Agreement and the Restructuring Support Agreement (other than 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, and recipients of other securities issued under the Plan to holders who are deemed "underwriters" as defined in section 1145(b) of the Bankruptcy Code will be restricted in their

ability to transfer or sell their securities. In addition, securities issued under the Plan to affiliates of the Reorganized Debtors will be subject to restrictions on resale. These persons will be permitted to transfer or sell such securities only pursuant to the provisions of Rule 144 under the Securities Act, if available, or another available exemption from the registration requirements of the Securities Act. These restrictions may adversely impact the value of the New Equity or New Warrants and make it more difficult for such persons to dispose of their securities, or to realize value on such securities, at a time when they wish to do so. *See* Article XII to this Disclosure Statement, entitled "Certain Securities Law Matters," which begins on page 60.

5. Restricted Securities Issued under the Plan May Not Be Resold or Otherwise Transferred Unless They Are Registered Under the Securities Act or an Exemption from Registration Applies.

To the extent that securities issued pursuant to the Plan are not covered by section 1145(a)(1) of the Bankruptcy Code, such securities shall be issued pursuant to section 4(a)(2) under the Securities Act and will be deemed "restricted securities" that may not be sold, exchanged, assigned, or otherwise transferred unless they are registered, or an exemption from registration applies, under the Securities Act. Holders of such restricted securities may not be entitled to have their restricted securities registered and will be required to agree not to resell them except in accordance with an available exemption from registration under the Securities Act. Under Rule 144 of the Securities Act, the resale of restricted securities is permitted if certain conditions are met, and these conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an "affiliate" of the issuer, as defined in Rule 144. A non-affiliate who has not been an affiliate of a non-reporting issuer during the preceding three months may resell restricted securities after a one-year holding period. An affiliate of a non-reporting issuer may resell restricted securities after a one-year holding period but only if certain current public information regarding the issuer is available at the time of the sale and only if the affiliate also complies with the volume, manner of sale, and notice requirements of Rule 144.

In addition, Holders who are deemed to be "underwriters" under Section 1145(b) of the Bankruptcy Code will also be subject to restrictions under the Securities Act on their ability to resell New Equity or New Warrants issued under the Plan that are covered by Section 1145(a)(1) of the Bankruptcy Code. Resale restrictions are discussed in more detail in Article XII to this Disclosure Statement, entitled "Certain Securities Law Matters," which begins on page 60.

6. Certain Significant Holders of Shares of New Equity May Have Substantial Influence Over the Reorganized Debtors Following the Effective Date.

Assuming that the Effective Date occurs, holders of Claims who receive distributions representing a substantial percentage of the outstanding shares of the New Equity and the New Warrants or that acquire a significant position in the Rights Offering may be in a position to influence matters requiring approval by the holders of shares of New Equity, including, among other things, the election of directors and the approval of a change of control of the Reorganized Debtors.

7. Certain Tax Implications of the Plan.

Holders of Allowed Claims and Interests should carefully review Article XIII of this Disclosure Statement entitled "Certain U.S. Federal Income Tax Consequences of the Plan" which begins on page 64 to determine how the tax implications of the Plan and the Chapter 11 Cases may affect the Debtors, the Reorganized Debtors, and Holders of Claims, as well as certain tax implications of owning and disposing of the consideration to be received pursuant to the Plan.

8. The Debtors May Not Be Able to Accurately Report Their Financial Results.

The Debtors have established internal controls over financial reporting. However, internal controls over financial reporting may not prevent or detect misstatements or omissions in the Debtors' financial statements because of their inherent limitations, including the possibility of human error, and the circumvention or overriding of controls or fraud. Therefore, even effective internal controls can provide only reasonable assurance with respect to the preparation and fair presentation of financial statements. If the Debtors fail to maintain the adequacy of their internal controls, the Debtors may be unable to provide financial information in a timely and reliable manner within the time periods required for the Debtors' financial reporting under the terms of the agreements governing the Debtors' indebtedness. Any such difficulties or failure could materially adversely affect the Debtors' business, results of operations, and financial condition. Further, the Debtors may discover other internal control deficiencies in the future and/or fail to adequately correct previously identified control deficiencies, which could materially adversely affect the Debtors' businesses, results of operations, and financial condition.

C. Risks Related to the Debtors' and the Reorganized Debtors' Businesses.

1. The Reorganized Debtors May Not Be Able to Generate Sufficient Cash to Service All of Their Indebtedness.

The Reorganized Debtors' ability to make scheduled payments on, or refinance their debt obligations, depends on the Reorganized Debtors' financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond the Reorganized Debtors' control. The Reorganized Debtors may be unable to maintain a level of cash flow from operating activities sufficient to permit the Reorganized Debtors to pay the principal, premium, if any, and interest and/or fees on their indebtedness, including, without limitation, anticipated borrowings under the Exit Facilities upon emergence.

2. The Debtors Will Be Subject to the Risks and Uncertainties Associated with the Chapter 11 Cases.

For the duration of the Chapter 11 Cases, the Debtors' ability to operate, develop, and execute a business plan, and continue as a going concern, will be subject to the risks and uncertainties associated with bankruptcy. These risks include the following: (a) ability to develop, confirm, and consummate the Restructuring Transactions specified in the Plan; (b) ability to obtain Bankruptcy Court approval with respect to motions filed in the Chapter 11 Cases from time to time; (c) ability to maintain relationships with suppliers, vendors, service providers, customers, employees, and other third parties; (d) ability to maintain contracts that are critical to the Debtors' operations; (e) ability of third parties to seek and obtain Bankruptcy Court approval to terminate contracts and other agreements with the Debtors; (f) ability of third parties to seek and obtain Bankruptcy Court approval to terminate or shorten the exclusivity period for the Debtors to propose and confirm a chapter 11 plan, to appoint a chapter 11 trustee, or to convert the Chapter 11 Cases to chapter 7 proceedings; and (g) the actions and decisions of the Debtors' creditors and other third parties who have interests in the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

These risks and uncertainties could affect the Debtors' businesses and operations in various ways. For example, negative events associated with the Chapter 11 Cases could adversely affect the Debtors' relationships with suppliers, service providers, customers, employees, and other third parties, which in turn could adversely affect the Debtors' operations and financial condition. Also, the Debtors will need the prior approval of the Bankruptcy Court for transactions outside the ordinary course of business, which may

limit the Debtors' ability to respond timely to certain events or take advantage of certain opportunities. Because of the risks and uncertainties associated with the Chapter 11 Cases, the Debtors cannot accurately predict or quantify the ultimate impact of events that occur during the Chapter 11 Cases that may be inconsistent with the Debtors' plans.

3. Operating in Bankruptcy for a Long Period of Time May Harm the Debtors' Businesses.

The Debtors' future results will be dependent upon the successful confirmation and implementation of a plan of reorganization. A long period of operations under Bankruptcy Court protection could have a material adverse effect on the Debtors' businesses, financial condition, results of operations, and liquidity. So long as the proceedings related to the Chapter 11 Cases continue, senior management will be required to spend a significant amount of time and effort dealing with the reorganization instead of focusing exclusively on business operations. A prolonged period of operating under Bankruptcy Court protection also may make it more difficult to retain management and other key personnel necessary to the success and growth of the Debtors' businesses. In addition, the longer the proceedings related to the Chapter 11 Cases continue, the more likely it is that customers and suppliers will lose confidence in the Debtors' ability to reorganize their businesses successfully and will seek to establish alternative commercial relationships.

So long as the proceedings related to the Chapter 11 Cases continue, the Debtors may be required to incur substantial costs for professional fees and other expenses associated with the administration of the Chapter 11 Cases. If the chapter 11 proceedings last longer than anticipated, the Debtors will require additional debtor-in-possession financing to fund the Debtors' operations. If the Debtors are unable obtain such financing in those circumstances, the chances of successfully reorganizing the Debtors' businesses may be seriously jeopardized, the likelihood that the Debtors will instead be required to liquidate or sell their assets may be increased, and, as a result, creditor recoveries may be significantly impaired.

Furthermore, the Debtors cannot predict the ultimate amount of all settlement terms for the liabilities that will be subject to a plan of reorganization. Even after a plan of reorganization is approved and implemented, the Reorganized Debtors' operating results may be adversely affected by the possible reluctance of prospective lenders and other counterparties to do business with a company that recently emerged from bankruptcy protection.

4. Financial Results May Be Volatile and May Not Reflect Historical Trends.

During the Chapter 11 Cases, the Debtors expect that their financial results will continue to be volatile as asset impairments, asset dispositions, restructuring activities and expenses, contract terminations and rejections, and/or claims assessments significantly impact the Debtors' consolidated financial statements. As a result, the Debtors' historical financial performance likely will not be indicative of their financial performance after the Petition Date.

In addition, if the Debtors emerge from chapter 11, the amounts reported in subsequent consolidated financial statements may materially change relative to historical consolidated financial statements, including as a result of revisions to the Debtors' operating plans pursuant to a plan of reorganization. The Debtors also may be required to adopt "fresh start" accounting in accordance with Accounting Standards Codification 852 ("Reorganizations") in which case their assets and liabilities will be recorded at fair value as of the fresh start reporting date, which may differ materially from the recorded values of assets and liabilities on the Debtors' consolidated balance sheets. The Debtors' financial results after the application of fresh start accounting also may be different from historical trends. The Financial Projections contained in **Exhibit L** hereto do not currently reflect the impact of fresh start accounting, which may have a material impact on the Financial Projections.

5. The Debtors' Substantial Liquidity Needs May Impact Revenue.

The Debtors operate in a capital-intensive industry. The Debtors' principal sources of liquidity historically have been cash flow from operations, borrowings under the ABL Facility, First Lien Facility and Second Lien Facility and issuances of debt securities, including the 2020 Notes and 2021 Notes. If the Debtors' cash flow from operations remains depressed or decreases as a result of the terms of the Debtors' customer contracts which dictate when operating revenues can be realized, the Debtors' ability to expend the capital necessary to complete work on any particular project or post letters of credit to support new project wins, resulting in decreased revenues over time.

The Debtors face uncertainty regarding the adequacy of their liquidity and capital resources and have extremely limited, if any, access to additional financing. In addition to the cash necessary to fund ongoing operations, the Debtors have incurred significant professional fees and other costs in connection with preparing for the Chapter 11 Cases and expect to continue to incur significant professional fees and costs throughout the Chapter 11 Cases. The Debtors cannot guarantee that cash on hand and cash flow from operations will be sufficient to continue to fund their operations and allow the Debtors to satisfy obligations related to the Chapter 11 Cases until the Debtors are able to emerge from bankruptcy protection.

The Debtors' liquidity, including the ability to meet ongoing operational obligations, will be dependent upon, among other things: (a) their ability to comply with the terms and condition of any debtor-in-possession financing and/or cash collateral order entered by the Bankruptcy Court in connection with the Chapter 11 Cases; (b) their ability to maintain adequate cash on hand; (c) their ability to generate cash flow from operations; (d) their ability to develop, confirm, and consummate a chapter 11 plan or other alternative restructuring transaction; and (e) the cost, duration, and outcome of the Chapter 11 Cases. The Debtors' ability to maintain adequate liquidity depends, in part, upon industry conditions and general economic, financial, competitive, regulatory, and other factors beyond the Debtors' control. In the event that cash on hand and cash flow from operations are not sufficient to meet the Debtors' liquidity needs, the Debtors may be required to seek additional financing. The Debtors can provide no assurance that additional financing would be available or, if available, offered to the Debtors on acceptable terms. The Debtors' access to additional financing is, and for the foreseeable future likely will continue to be, extremely limited if it is available at all. The Debtors' long-term liquidity requirements and the adequacy of their capital resources are difficult to predict at this time.

6. The Debtors Derive Substantial Revenues from Companies in the Oil and Natural Gas Exploration and Production Industry, 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 the Debtors' services from companies in various energy-related industries, particularly the oil & gas exploration and production industry, has traditionally been cyclical, depending primarily on the capital expenditures of oil & gas exploration and production companies. These capital expenditures are influenced by such factors as:

- worldwide and regional economic conditions impacting the global supply and demand for oil and natural gas, including the economic impacts of the COVID-19 virus;
- the action of OPEC, its members and other state-controlled oil companies relating to oil price and production controls, including the anticipated increases in supply from Russia and OPEC, particularly Saudi Arabia;

- 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;
- expectations about future prices;
- 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;
- 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 and end-user conservation trends;
- domestic and international political, military, regulatory and economic conditions;
- domestic, local and foreign governmental regulation and taxes;
- technological advances, including technology related to the exploitation of shale oil; and
- the ability of oil & gas companies to generate funds for capital expenditures.

Prices for oil and natural gas have historically been, and the Debtors anticipate they will continue to be, extremely volatile and react to changes in the supply of and demand for oil and natural gas (including changes resulting from the ability of the Organization of Petroleum Exporting Countries to establish and maintain production quotas), domestic and worldwide economic conditions and political instability in oil producing countries. Material declines in oil and natural gas prices have affected, and will likely continue to affect, the demand for and pricing of the Debtors' services. In response to currently prevailing industry conditions, many oil & gas exploration and production companies and other energy companies have made significant reductions in their capital expenditure budgets over the past three years. In particular, some of the Debtors' customers have reduced their spending on exploration, development and production programs, and have decreased their rig counts in the geographic areas in which the Debtors operate. Low oil prices have adversely affected demand for the Debtors' services and further decreases, over a sustained period of time, could have a material adverse effect on the Debtors' business, financial condition, results of operations and cash flows.

The Debtors' results of operations and operating cash flows depend on the Debtors obtaining significant contracts, primarily from companies in the oil & 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 the Debtors' customers, could result in significant periodic fluctuations in the Debtors' 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 the Debtors arise, or if the Debtors encounter disputes with customers involving such payment obligations, the Debtors may face difficulties in collecting payment of amounts due to the Debtors, including for costs the Debtors previously incurred.

Substantial portions of the Debtors' operations are conducted in the U.S. coastwise trade and thus subject to the provisions 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 Secretary of the Department of Homeland Security 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 maritime cabotage services are subject to certain exceptions under certain international trade agreements, including the General Agreement on Trade in Services and the North American Free Trade Agreement. If maritime cabotage services were included in the General Agreement on Trade in Services, the North American Free Trade Agreement or other international trade agreements, the shipping of maritime cargo between covered U.S. ports could be opened to foreign-flag, foreign-built vessels or foreign-owned vessels. Repeal, substantial amendment or waiver of provisions of the Jones Act could significantly adversely affect the Debtors 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 the Debtors' business, financial position, results of operations, cash flows and growth prospects.

7. The Debtors' Operations May Be Impacted By Changing Macroeconomic Conditions and the Ongoing COVID-19 Pandemic.

The continued spread of COVID-19 could have a significant impact on the Debtors' business by reducing demand for offshore support services. Sustained reductions in worldwide economic growth and economic activity could 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 drilling projects would decrease. Such a scenario would negatively impact the demand for offshore support services, and in turn, the Debtors' financial performance. In addition, mandatory quarantines or drill site shutdowns enacted by the government or the Debtors' customers could limit or reduce offshore drilling production. Significant contractions in offshore drilling production could negatively affect the Debtors' financial performance.

8. The Debtors' Business is Subject to Complex Laws and Regulations That Can Adversely Affect the Cost, Manner, or Feasibility of Doing Business.

The Debtors' operations are subject to extensive federal, state, and local laws and regulations, including complex environmental laws and occupational health and safety laws. The Debtors 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 hazardous substances may result in the suspension or termination of operations and subject the Debtors to administrative, civil, and criminal penalties. In the event of environmental violations or accidental spills or releases, the Reorganized Debtors may be charged with the costs of remediation and land owners may file claims for 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. In addition, pollution and similar environmental risks generally are not fully insurable. These liabilities and costs could have a material adverse effect on the business, financial condition, results of operations, and cash flows of the Reorganized Debtors.

Because the Debtors own and operate U.S.-flagged vessels in the U.S. coastwise trade, the Debtors are also subject to the Jones Act which, subject to limited exceptions, restricts maritime transportation between points in the United States (known as marine cabotage services or coastwise trade) to vessels that are: (a) built in the United States; (b) registered under the U.S. flag; (c) manned by predominantly U.S. crews; and (d) owned and operated by U.S. Citizens within the meaning of the Jones Act. Under the Jones Act, at least 75% of the outstanding shares of each class or series of the capital stock of Hornbeck must be

owned and controlled by U.S. Citizens. The Debtors are responsible for monitoring the ownership of their equity securities and subsidiaries to ensure compliance with the citizenship requirements of the Jones Act. After the Effective Date, if the Reorganized Debtors do not continue to comply with such requirements, they would be prohibited from operating their U.S.-flagged vessels in 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.

In order to ensure compliance with the Jones Act coastwise citizenship requirement that at least 75% of the New Equity in Reorganized Hornbeck will be owned by U.S. Citizens, at least 76% of the shares of New Equity issued on the Effective Date will be issued to U.S. Citizens. Up to 24% of the shares of New Equity issued on the Effective Date will be issued to Non-U.S. Citizens. Non-U.S. Citizens who would have otherwise received additional shares of New Equity will receive New Jones Act Warrants.

New Jones Act Warrants may only be exercised by (i) U.S. Citizens, and (ii) Non-U.S. Citizens to the extent permitted under the New Corporate Governance Documents of the Reorganized Debtors. The New Jones Act Warrant Agreement will not grant the holder of a New Jones Act Warrant any voting or control rights or dividend rights, or contain any negative covenants restricting the operation of the Reorganized Debtors' business. The New Jones Act Warrants are being submitted to the U.S. Coast Guard and the U.S. Maritime Administration for approval prior to the Effective Date.

The New Corporate Governance Documents of the Reorganized Debtors will restrict ownership of the shares of New Equity by Non-U.S. Citizens in the aggregate to not more than 24%, and will contain certain other provisions to enable Reorganized Debtors to comply with the citizenship requirements of the Jones Act, including without limitation provisions that provide for the redemption of shares through the issuance of New Jones Act Warrants in the event that the applicable permitted percentage of ownership of New Equity by Non-U.S. Citizens is exceeded. Such New Jones Act Warrants will have the same risks and restrictions as New Jones Act Warrants issued on the Effective Date, which risks and restrictions are discussed herein. Purported transfers in violation of such Jones Act protective provisions will be void *ab initio*.

Additionally, the Debtors operate their 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, 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 the Debtors' ability to carry out operations overseas.

9. The Debtors Operate in a Highly Competitive Industry.

The offshore drilling support industry is both highly competitive and capital-intensive, and requires substantial resources and investment to satisfy customers and maintain profitability. The Debtors' customers award contracts based on price, industry reputation, service quality, vessel offerings and capabilities, transit costs, and other similar factors. Though the Debtors operate a best-in-class fleet of OSVs and MPSVs and have a proven track record, increased competition for deepwater drilling contracts could depress day rates and utilization rates, adversely affecting the Debtors' profitability. A sustained inability to win contracts in the Debtors' key markets would put pressure on the Debtors' ability to service their debt.

10. Termination of the Restructuring Support Agreement, Inability to Confirm the Plan, or Other Impediments to a Successful and Expedient Chapter 11

Process Could Adversely Affect the Debtors' Relationship with the United States Military.

The Debtors provide specialized vessel solutions to the United States Military (the "Military") through several contracts and charters. A swift exit from chapter 11 with minimal disruption to the Debtors' operations is essential to meet the requirements of the Military. The Debtors' financials would be adversely affected by the loss of the Military contracts and charters.

11. The Loss of Key Personnel Could Adversely Affect the Debtors' Relationship with the Military.

The ongoing viability and potential growth of the Debtors' contractual relationship with the Military is dependent on the continued employment of certain key personnel by the Debtors. Any action taken by the Military in response to the loss of key personnel, or potential loss of key personnel, from the Debtors' operations could adversely affect the Debtors' current and future business with the military and, in turn, adversely affect the financials of the Debtors and Reorganized Debtors, as applicable.

12. The Reorganized Debtors May Be Adversely Affected by Potential Litigation, Including Litigation Arising Out of the Chapter 11 Cases.

In the future, the Reorganized Debtors 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 the Reorganized Debtors' financial results. It is also possible that certain parties will commence litigation with respect to the treatment of their Claims under the Plan. It is not possible to predict the potential litigation that the Reorganized Debtors may become party to nor the final resolution of such litigation. The impact of any such litigation on the Reorganized Debtors' businesses and financial stability, however, could be material.

13. The Loss of Key Personnel Could Adversely Affect the Debtors' Operations.

The Debtors' operations are dependent the efforts and continued employment of our executive officers and key management personnel. The Debtors' recent liquidity issues and the Chapter 11 Cases have created distractions and uncertainty for key management personnel and employees. Given the prolonged down-turn that has affected the offshore oil services sector, coupled with industry management turnover resulting from restructurings and other corporate changes, seasoned managers are in demand. The loss of services of one or more of the Debtors' executive officers or key management personnel could have a negative impact on the Debtors' financial condition and results of operations.

14. Certain Claims May Not Be Discharged and Could Have a Material Adverse Effect on the Debtors' Financial Condition and Results of Operations.

The 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 Debtors' filing of their Petitions or before confirmation of the plan of reorganization (a) would be subject to compromise and/or treatment under the plan of reorganization and/or (b) would be discharged in accordance with the terms of the plan of reorganization. Any Claims not ultimately discharged through a plan of reorganization could be asserted against the reorganized entity and may have an adverse effect on the Reorganized Debtors' financial condition and results of operations.

15. Unstacking of Vessels Could Adversely Impact the Market for OSVs.

As of April 6, 2020, approximately 30 U.S.-flagged OSVs and 6 foreign-flagged OSVs were stacked by the Debtors. To the extent that any vessels are unstacked by the Reorganized Debtors 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 demand for services of the Reorganized Debtors.

16. Increases in the Supply of Vessels Could Decrease Dayrates.

Both the Debtors, through their fifth OSV newbuild program, and certain of the Debtors' competitors have announced plans to construct and deploy new vessels. An influx of U.S.-flagged vessels currently operating in other regions or in non-oilfield applications into the GoM would result in an increase in vessel capacity in the GoM, one of the Debtors' core markets. Similarly, vessel capacity in foreign markets, including Mexico and Brazil (core markets of the Debtors), may also be impacted by U.S.-flagged or other vessels migrating to such foreign locations. Further, any modification to the Jones Act that would permit foreign-flagged, foreign-built, foreign-owned, foreign-controlled or foreign-operated vessels to engage in the U.S. coastwise trade would also increase vessel capacity in the Debtors' core markets. Any increase in the supply of OSVs or MPSVs, whether through new construction, refurbishment, or conversion of vessels from other uses, remobilization, or changes in law or its application could increase competition for charters, lower utilization, or lower dayrates, any of which would adversely affect the revenues and profitability of the Reorganized Debtors. Such an increase in vessel capacity could also exacerbate the impact of the current oil downturn, or any future downturn in the oil and gas industry, which would have an adverse impact on the Debtors' business.

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

17. The Early Termination of Contracts for the Reorganized Debtors' Vessels Could Have an Adverse Effect on the Reorganized Debtors' Operations.

Certain contracts for the Debtors' vessels, including contracts with the United States government, allow for early termination at the customer's option. Many of the Debtors' contracts that contain early termination provisions contain remedies or other provisions designed to discourage customers from exercising such options. Customers may choose to exercise their termination rights in spite of such remedies or provisions. Until the Debtors replace the terminated contracts with new contracts, the Debtors' business could be temporarily disrupted or adversely affected. Further, the Reorganized Debtors may not be able to replace the terminated contracts on economically equivalent terms due to market or industry conditions.

Additionally, in economic downturns, customers have requested that the Debtors adjust the terms of their contracts to be more customer-friendly. While the Debtors are not required to give concessions, commercial considerations may dictate that the Reorganized Debtors do so, given the relatively few deepwater customers operating in the GoM.

18. The Reorganized Debtors May Not Be Able to Complete the Construction of Their Remaining Newbuild Program and May Experience Delays or Cost Overruns Related to the Newbuild Program if Construction is Resumed.

The Debtors previously began constructing the last two MPSVs under their pending newbuild program. These vessels are large and complex. The Debtors estimate that the cost to complete these vessels could exceed the $61 million budgeted for their completion. The Debtors are engaged in litigation with sureties regarding performance and payments bonds that, if honored, are expected to cover the full cost to completion. Additionally, ongoing litigation with the shipyard contracted to build the vessels and with the surety has halted construction and, to the extent the Debtors resume construction, unforeseen events could result in significant cost overruns for which, under certain circumstances, the Reorganized Debtors might be responsible.

19. Failure to Successfully Complete Repairs, Maintenance and Routine Drydockings On-time and On-budget Could Adversely Affect the Reorganized Debtors' Financial Condition and Operations.

The Reorganized Debtors 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 the Debtors ability to perform under its contracts, and significant cost overruns could adversely affect the Reorganized Debtors' operations and profitability.

20. Future Acquisitions by the Reorganized Debtors May Create Additional Risks.

The Debtors regularly consider possible acquisitions of single vessels, vessel fleets, and businesses. 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;
- regulatory costs associated with, among others, Section 404 of the Sarbanes-Oxley Act; and

- accounting charges for restructuring and related expenses, impairment of goodwill, amortization of intangible assets, and stock-based compensation expense.

Even if the Reorganized Debtors consummate an acquisition, the process of integrating the new acquisition into the Reorganized Debtors' operations may result in unforeseen operational difficulties and additional costs, and may adversely affect the effectiveness of internal controls over financial reporting. Newly acquired vessels may need to be immediately stacked due to market conditions, resulting in additional stacking and un-stacking costs that could act as a barrier to their deployment if the Reorganized Debtors' liquidity position deteriorates. The forgoing risks, and other similar risks, of an acquisition could affect the Reorganized Debtors' ability to achieve anticipated levels of utilization, profitability, or other benefits from the acquisitions. An inability to acquire additional vessels or businesses may adversely affect the Reorganized Debtors' growth.

21. The Reorganized Debtors' Contracts with the United States Government Could Be Adversely Affected by Budget Cuts or Government "Shutdowns."

The Debtors' 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 the Reorganized Debtors' financials.

22. The Debtors' Business Involves a Number of Operational Risks That May Disrupt the Reorganized Debtors' Business Adversely Affect Their Financials, and Insurance May Be Unavailable or Inadequate to Protect Against Such Risks.

The Debtors' 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 or terrorism.

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 the Reorganized Debtors to liability or costs that the Reorganized Debtors would be required to pay before seeking repayment from their insurers.

Affected vessels may also be removed from service and thus be unavailable for income-generating activity. While the Debtors believe that their insurance coverage is adequate and insures against risks that

are customary in the industry, they 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 the Reorganized Debtors do not maintain insurance for loss of income resulting from a marine casualty.

23. The Reorganized Debtors may be unable to attract and retain qualified, skilled employees necessary to operate their business.

Much of the Debtors' success depends on the Debtors' ability to attract and retain highly skilled and qualified personnel. The Reorganized Debtors' inability to hire, train, and retain a sufficient number of qualified employees could impair their ability to manage, maintain, and grow their business.

In crewing their vessels, the Debtors require skilled employees who can perform physically demanding work. As a result of the recent volatility in the oil and gas industry, the Debtors have significantly reduced their crew headcount. Additionally, as a result of such volatility, vessel employees and potential employees may choose to pursue employment in fields that offer a more desirable work environment at wage rates that are competitive with those offered by the Reorganized Debtors. In normal market conditions the Reorganized Debtors face strong competition within the broader oilfield industry for employees and potential employees, including competition from drilling rig operators for fleet personnel. The Reorganized Debtors may have difficulty hiring employees or finding suitable replacements as needed and, once normal market conditions return, should a reduced pool of workers arise, it is possible that the Reorganized Debtors would have to raise wage rates or increase benefits offered to attract workers and to retain current employees. In such circumstances, if the Reorganized Debtors are unable to increase their service rates to customers to compensate for wage increases or recruit qualified personnel to operate vessels at full utilization, the Reorganized Debtors' financial condition and results of operations may be adversely affected.

24. The Debtors' Employees Are Covered by Federal Laws That May Subject the Reorganized Debtors to Job-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 employees of the Debtors. 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 the Debtors are generally not protected by the damage limits imposed by state workers' compensation statutes for these types of claims, the Reorganized Debtors may be exposed to higher damage awards for these types of claims.

25. The Reorganized Debtors Are Susceptible to Unexpected Increases in Operating Expenses such as Crew Wages, Materials and Supplies, Maintenance and Repairs, and Insurance Costs.

Many of the Debtors' operating costs, such as crew wages, materials and supplies, maintenance and repairs, and insurance costs are unpredictable and vary based on events beyond the Debtors' control. The Reorganized Debtors' profitability will vary based on fluctuations in operating costs. If the Reorganized Debtors' operating costs increase, the Reorganized Debtors may not be able to recover such costs from customers. Such an increase in operating costs could adversely affect the Reorganized Debtors' financials.

26. Stacked Vessels May Introduce Additional Operational Issues.

Due to difficult market conditions, the Debtors elected to stack certain vessels in their fleet at various points in the last several years. The Debtors also reduced 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 the Debtors can deploy to service their customers and limits potential revenues. If market conditions do not improve, the Debtors may be required to stack additional vessels.

When the Reorganized Debtors elect to unstack the stacked vessels, the Reorganized Debtors will incur regulatory recertification and remobilization costs and may incur additional costs to hire and train personnel to operate the vessels. Such costs could have an adverse effect on the Debtors' financials and operations.

27. The Reorganized Debtors May Be Unable to Collect Amounts Owed to Them by Customers.

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

X. SOLICITATION, VOTING, AND NEW EQUITY ELECTION PROCEDURES

This Disclosure Statement, which is accompanied by a Ballot or Ballots to be used for voting on the Plan, is being distributed to the holders of Claims in those Classes that are entitled to vote to accept or reject the Plan.

A. Holders of Claims Entitled to Vote on the Plan.

Under the provisions of the Bankruptcy Code, not all holders of claims against or interests in a debtor are entitled to vote on a chapter 11 plan. The table in Article IV of this Disclosure Statement, entitled "Summary of Expected Recoveries" which begins on page 10, provides a summary of the status and voting rights of each Class (and, therefore, of each holder within such Class absent an objection to the holder's Claim or Interest) under the Plan.

As shown in the table, the Debtors are soliciting votes to accept or reject the Plan only from holders of Claims in Classes 4, 5, and 6 (collectively, the "Voting Classes"). The holders of Claims in the Voting Classes are Impaired under the Plan and may, in certain circumstances, receive a distribution under the Plan. Accordingly, holders of Claims in the Voting Classes have the right to vote to accept or reject the Plan.

The Debtors are ***not*** soliciting votes from holders of Claims or Interests in Classes 1, 2, 3, 7, 8, 9, 10, and 11.

B. Voting Record Date.

The Voting Record Date is May 1, 2020 (the "Voting Record Date"). The Voting Record Date is the date on which it will be determined which holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and whether Claims have been properly assigned or transferred under

Bankruptcy Rule 3001(e) such that an assignee or transferee, as applicable, can vote to accept or reject the Plan as the holder of a Claim.

C. Voting on the Plan.

The Voting Deadline is June 10, 2020, at 4:00 p.m. (prevailing Central Time). In order to be counted as votes to accept or reject the Plan, all ballots must be properly executed, completed, and delivered as directed, so that your ballot or the master ballot containing your vote is **actually received** by the Solicitation Agent on or before the Voting Deadline. Ballots or master ballots returned by facsimile will not be counted.

1. Holders of Claims in Class 4 and Class 5

If you are a Holder of either a First Lien Claim or a Second Lien Claim, you must complete, sign, and date your ballot and return it (with an original signature) ***promptly*** in the enclosed reply envelope or to one of the following addresses:

If sent by first-class mail, hand delivery or overnight mail:	**If via online portal:**
Hornbeck Ballot Processing c/o Stretto 410 Exchange, Suite 100 Irvine, CA 92602	http://cases.stretto.com/hornbeck

If you have any questions about the solicitation or voting process, please contact the Solicitation Agent at 1-855-258-1004 (toll free) or 1-949-242-4788 (international) or via electronic mail to teamhornbeck@stretto.com.

2. Holders of Claims in Class 6.

If you are a Holder of an Unsecured Notes Claim, you must complete, sign, and date your ballot and return it (with an original signature) ***promptly*** via electronic mail to the following address:

If sent by electronic mail:
hornbeckbondvote@stretto.com Subject: Ballot re: Hornbeck Offshore Services, Inc.

If you have any questions about the solicitation or voting process, please contact the solicitation agent at 1-888-448-3917 (toll free) or 1-949-317-1839 (international) or via electronic mail to hornbeckbondvote@stretto.com.

Holders of Unsecured Notes Claims in "street name" through a nominee may vote on the Plan by one of the following two methods (as selected by such holder's nominee):

- Complete and sign the enclosed beneficial holder ballot. Return the beneficial holder ballot to your nominee as promptly as possible and in sufficient time to allow such nominee to process your instructions and return a completed master ballot to the Solicitation Agent by the Voting Deadline. If no self-addressed, postage-paid envelope was enclosed for this purpose, contact the Solicitation Agent for instructions; or

- Complete and sign the pre-validated beneficial holder ballot (as described below) provided to you by your nominee. Return the pre-validated beneficial holder ballot to the Solicitation Agent by the Voting Deadline using the return envelope provided in the Solicitation Package.

Any beneficial holder ballot returned to a nominee will not be counted for purposes of acceptance or rejection of the Plan until such nominee properly completes and delivers to the Solicitation Agent that beneficial holder ballot (properly validated) or a master ballot casting the vote of such holder.

If any holder holds Unsecured Notes Claims through more than one nominee, such holder may receive multiple mailings containing beneficial holder ballots. The holder should execute a separate beneficial holder ballot for each block of Unsecured Notes Claims that it holds through any particular nominee and return each beneficial holder ballot to the respective nominee in the return envelope provided therewith. Holders who execute multiple beneficial holder ballots with respect to Unsecured Notes Claims held through more than one nominee must indicate on each beneficial holder ballot the names of all such other nominees and the additional amounts of such Unsecured Notes Claims so held and voted.

A nominee that, on the Voting Record Date, is the record holder of the Unsecured Notes Claims for one or more holders can obtain the votes of the holders of such Unsecured Notes Claims, consistent with customary practices for obtaining the votes of securities held in "street name," in one of the following two ways:

(a) Pre-Validated Ballots.

The nominee may "pre-validate" a beneficial holder ballot by: (i) signing the beneficial holder ballot and indicating on the beneficial holder ballot the name of the nominee and DTC Participant Number; (ii) indicating on the beneficial holder ballot the amount and the account number of the Unsecured Notes Claims held by the nominee for the holder; and (iii) forwarding such beneficial holder ballot—together with this Disclosure Statement, a pre-addressed, postage-paid return envelope addressed to, and provided by, the Solicitation Agent, and other materials requested to be forwarded—to the holder for voting. The holder must then complete the remaining portions of the beneficial holder ballot and return the beneficial holder ballot directly to the Solicitation Agent in the pre-addressed, postage-paid return envelope so that it is actually received by the Solicitation Agent on or before the Voting Deadline. A list of the holders to whom "pre-validated" beneficial holder ballots were delivered should be maintained by nominees for inspection for at least one year from the Voting Deadline.

(b) Master Ballots.

If the nominee elects not to pre-validate beneficial holder ballots, the nominee may obtain the votes of holders by forwarding to the holders the unsigned beneficial holder ballots—together with this Disclosure Statement, a pre-addressed, postage-paid return envelope provided by, and addressed to, the nominee, and other materials requested to be forwarded. Each such holder must then indicate its vote on the beneficial holder ballot, complete the information requested on the beneficial holder ballot, review the certifications contained on the beneficial holder ballot, execute the beneficial holder ballot, and return the beneficial holder ballot to the nominee. After collecting the beneficial holder ballots, the nominee should, in turn, complete a master ballot compiling the votes and other information from the beneficial holder

ballots, execute the master ballot, and deliver the master ballot to the Solicitation Agent so that it is actually received by the Solicitation Agent on or before the Voting Deadline. All beneficial holder ballots returned by holders should either be forwarded to the Solicitation Agent (along with the master ballot) or retained by nominees for inspection for at least one year from the Voting Deadline. EACH NOMINEE SHOULD ADVISE ITS ELIGIBLE HOLDERS TO RETURN THEIR BENEFICIAL HOLDER BALLOTS TO THE NOMINEE BY A DATE CALCULATED BY THE NOMINEE TO ALLOW IT TO PREPARE AND RETURN THE MASTER BALLOT TO THE SOLICITATION AGENT SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT ON OR BEFORE THE VOTING DEADLINE.

D. Ballots Not Counted.

No ballot will be counted toward Confirmation if, among other things: (1) it is illegible or contains insufficient information to permit the identification of the holder of the Claim; (2) it was transmitted by means other than as specifically set forth in the ballots; (3) it was cast by an entity that is not entitled to vote on the Plan; (4) it was sent to the Debtors, the Debtors' agents/representatives (other than the Solicitation Agent), the DIP Agent, the 2020 Notes Indenture Trustee, the 2021 Notes Indenture Trustee or the Debtors' financial or legal advisors instead of the Solicitation Agent; (5) it is unsigned; or (6) it is not clearly marked to either accept or reject the Plan or it is marked both to accept and reject the Plan. **Please refer to the Disclosure Statement Order for additional requirements with respect to voting to accept or reject the Plan.**

ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR THAT IS OTHERWISE NOT IN COMPLIANCE WITH THE SOLICITATION AND VOTING PROCEDURES PROVIDED IN THIS ARTICLE X OF THE DISCLOSURE STATEMENT WILL NOT BE COUNTED.

XI. CONFIRMATION OF THE PLAN

A. Requirements for Confirmation of the Plan.

Among the requirements for Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code are: (1) the Plan is accepted by all Impaired Classes of Claims or Interests, or if rejected by an Impaired Class, the Plan "does not discriminate unfairly" and is "fair and equitable" as to the rejecting Impaired Class; (2) the Plan is feasible; and (3) the Plan is in the "best interests" of holders of Claims or Interests.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies all of the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that: (1) the Plan satisfies, or will satisfy, all of the necessary statutory requirements of chapter 11 for plan confirmation; (2) the Debtors have complied, or will have complied, with all of the necessary requirements of chapter 11 for plan confirmation; and (3) the Plan has been proposed in good faith.

B. Best Interests of Creditors/Liquidation Analysis.

Often called the "best interests" test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each impaired class, that each holder of a claim or an equity interest in such impaired class either (1) has accepted the plan or (2) will receive or retain under the plan property of a value that is not less than the amount that the non-accepting holder would receive or retain if the debtors liquidated under chapter 7.

Attached hereto as **Exhibit K** is a Liquidation Analysis prepared by the Debtors with the assistance of the Debtors' restructuring advisors. As reflected in the Liquidation Analysis, the Debtors believe that liquidation of the Debtors' businesses under chapter 7 of the Bankruptcy Code would result in substantial diminution in the value to be realized by holders of Claims or Interests as compared to distributions contemplated under the Plan. Consequently, the Debtors and their management believe that Confirmation of the Plan will provide a greater return to holders of Claims or Interests than would a liquidation under chapter 7 of the Bankruptcy Code.

If the Plan is not confirmed, and the Debtors fail to propose and confirm an alternative plan of reorganization, the Debtors' businesses may be liquidated pursuant to the provisions of a chapter 11 liquidating plan. In liquidations under chapter 11, the Debtors' assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under chapter 7. Thus, a chapter 11 liquidation may result in larger recoveries than a chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs. Any distribution to holders of Claims or Interests (to the extent holders of Interests would receive distributions at all) under a chapter 11 liquidation plan would most likely be substantially delayed. Most importantly, the Debtors believe that any distributions to creditors in a chapter 11 liquidation scenario would fail to capture the significant going concern value of their businesses, which is reflected in the New Equity and the New Warrants to be distributed under the Plan. Accordingly, the Debtors believe that a chapter 11 liquidation would not result in distributions as favorable as those under the Plan.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan of reorganization is not likely to be followed by the liquidation, or the need for further financial reorganization of the debtor, or any successor to the debtor (unless such liquidation or reorganization is proposed in such plan of reorganization).

To determine whether the Plan meets this feasibility requirement, the Debtors, with the assistance of Portage Point Partners, have analyzed their ability to meet their respective obligations under the Plan. As part of this analysis, the Debtors have prepared their projected consolidated balance sheet, income statement, and statement of cash flows (the Financial Projections). Creditors and other interested parties should review Article IX of this Disclosure Statement, entitled "Risk Factors," which begins on page 35, for a discussion of certain factors that may affect the future financial performance of the Reorganized Debtors.

The Financial Projections are attached hereto as **Exhibit L** and incorporated herein by reference. Based upon the Financial Projections, the Debtors believe that they will be a viable operation following the Chapter 11 Cases and that the Plan will meet the feasibility requirements of the Bankruptcy Code.

D. Acceptance by Impaired Classes.

The Bankruptcy Code requires, as a condition to confirmation, except as described in the following section, that each class of claims or equity interests impaired under a plan, accept the plan. A class that is not "impaired" under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such a class is not required.[15]

---

[15] A class of claims is "impaired" within the meaning of section 1124 of the Bankruptcy Code unless the plan (a) leaves unaltered the legal, equitable and contractual rights to which the claim or equity interest entitles the holder of such claim or equity interest or (b) cures any default, reinstates the original terms of such obligation,

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in a number of allowed claims or interests in that class, counting only those claims that have *actually* voted to accept or to reject the plan. Thus, a class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number of the Allowed Claims or Interests in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of impaired equity interests as acceptance by holders of at least two-thirds in amount of allowed interests in that class, counting only those interests that have *actually* voted to accept or to reject the plan. Thus, a Class of Interests will have voted to accept the Plan only if two-thirds in amount of the Allowed Interests in such class that vote on the Plan actually cast their ballots in favor of acceptance.

Pursuant to Article III.F of the Plan, 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 holders of such Claims in such Class shall be deemed to have accepted the Plan.

E. Confirmation Without Acceptance by All Impaired Classes.

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes have not accepted it; *provided* that the plan has been accepted by at least one impaired class. Pursuant to section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, the plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cramdown" so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors may request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. Subject to the terms and conditions of the Plan and the Restructuring Support Agreement, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan or any Plan Supplement document, including the right to amend or modify the Plan or any Plan Supplement document to satisfy the requirements of section 1129(b) of the Bankruptcy Code.

1. No Unfair Discrimination.

The "unfair discrimination" test applies to classes of claims or interests that are of equal priority and are receiving different treatment under a plan. The test does not require that the treatment be the same or equivalent, but that treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims or interests of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly. A plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

---

compensates the holder for certain damages or losses, as applicable, and does not otherwise alter the legal, equitable, or contractual rights to which such claim or equity interest entitles the holder of such claim or equity interest.

2. Fair and Equitable Test.

The "fair and equitable" test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims or interests in the class. As to the dissenting class, the test sets different standards depending upon the type of claims or equity interests in the class.

The Debtors submit that if the Debtors "cramdown" the Plan pursuant to section 1129(b) of the Bankruptcy Code, the Plan is structured so that it does not "discriminate unfairly" and satisfies the "fair and equitable" requirement. With respect to the unfair discrimination requirement, all Classes under the Plan are provided treatment that is substantially equivalent to the treatment that is provided to other Classes that have equal rank. With respect to the fair and equitable requirement, no Class under the Plan will receive more than 100 percent of the amount of Allowed Claims or Interests in that Class. The Debtors believe that the Plan and the treatment of all Classes of Claims or Interests under the Plan satisfy the foregoing requirements for nonconsensual Confirmation of the Plan.

F. Valuation of the Debtors.

In conjunction with formulating the Plan and satisfying their obligations under section 1129 of the Bankruptcy Code, the Debtors determined that it was necessary to provide an estimate of the post-Confirmation going concern value of the Debtors. Accordingly, an analysis regarding the post-Confirmation going concern value of the Debtors is attached hereto as **Exhibit M** and incorporated herein by reference. As set forth in the Valuation Analysis, the Debtors' going concern value is substantially less than the aggregate amount of their funded-debt obligations. Accordingly, the Valuation Analysis further supports the Debtors conclusion that the treatment of Classes under the Plan is fair and equitable and otherwise satisfies the Bankruptcy Code's requirements for confirmation.

XII. CERTAIN SECURITIES LAW MATTERS

No registration statement will be filed under the Securities Act, or pursuant to any state securities laws ("Blue Sky Laws") with respect to the offer and distribution of securities under the Plan. Prior to the Petition Date the Debtors are relying on section 4(a)(2) and/or Regulation D of the Securities Act, and similar Blue Sky Laws provisions, to exempt from registration under the Securities Act and Blue Sky Laws the offer to holders of ABL Claims, First Lien Claims, Second Lien Claims, and Unsecured Notes Claims that are "accredited investors" within the meaning of Rule 501(a) of Regulation D of the Securities Act of new securities prior to the Petition Date, including in connection with the Solicitation.

A. 1145 Securities.

1. Issuance.

The Plan provides for the offer, issuance, sale or distribution of shares of New Equity and New Warrants (a) with respect to Allowed Claims, (b) to the participants in the First Lien Equity Rights Offering upon exercise of their First Lien Subscription Rights and (c) on account of the Backstop Commitment Premium and the DIP Exit Backstop Premium (such shares of New Equity and New Warrants, the "Section 1145 Securities"). The offer, issuance, sale or distribution of the Section 1145 Securities by Reorganized Hornbeck is expected to be exempt from registration under section 5 of the Securities Act and under any state or local law requiring registration for offer or sale of a security pursuant to section 1145 of the Bankruptcy Code.

Section 1145(a)(1) of the Bankruptcy Code exempts the offer and sale of securities under a plan of reorganization from registration under section 5 of the Securities Act and state or local securities laws if three principal requirements are satisfied: (i) the securities must be offered and sold under a plan of reorganization and must be securities issued by the debtor, an affiliate participating in a joint plan with the debtor, or a successor to the debtor under the plan; (ii) the recipients of the securities must hold prepetition or administrative expense claims against the debtor or interests in the debtor; and (iii) the securities must be issued entirely in exchange for the recipient's claim against or interest in the debtor, or "principally" in exchange for such claim or interest and "partly" for cash or property.

The issuance of the Section 1145 Securities is subject to the U.S. Citizen determination procedures set forth in Article IV.C.1 of the Plan and the allocation procedures set forth in Article IV.C.2 and IV.C.4 of the Plan, pursuant to which each Holder that is entitled to receive a distribution of New Equity under the Plan may receive such distribution in the form of (y) New Equity to the extent permitted under the Jones Act Restriction and (z) New Jones Act Warrants to the extent that New Equity cannot be issued to such 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 the Plan, when added to the New Equity being issued under the Plan to other Non-U.S. Citizens as of the Effective Date, would exceed the Jones Act Restriction.

2. Subsequent Transfers.

Subject to the limitations in the New Corporate Governance Documents, the Section 1145 Securities may be freely transferred by recipients following the initial issuance under the Plan, and all resales and subsequent transfers of the Section 1145 Securities are exempt from registration under the Securities Act and state securities laws, unless the holder is an "underwriter" with respect to such securities. Section 1145(b) of the Bankruptcy Code defines four types of "underwriters":

> (i) a person who purchases a claim against, an interest in, or a claim for an administrative expense against the debtor with a view to distributing any security received in exchange for such claim or interest;
>
> (ii) a person who offers to sell securities offered or sold under a plan for the holders of such securities;
>
> (iii) a person who offers to buy securities offered or sold under a plan from the holders of such securities, if the offer to buy is:
>
> (A) with a view to distributing such securities; and
>
> (B) under an agreement made in connection with the plan, the consummation of the plan, or with the offer or sale of securities under the plan; and
>
> (iv) a person who is an "issuer" (as defined in section 2(a)(11) of the Securities Act) with respect to the securities.

Under section 2(a)(11) of the Securities Act, an "issuer" includes any person directly or indirectly controlling or controlled by the issuer, or any person under direct or indirect common control of the issuer.

To the extent that persons who receive Section 1145 Securities pursuant to the Plan are deemed to be underwriters, resales by such persons would not be exempted from registration under the Securities Act or other applicable law by section 1145 of the Bankruptcy Code. Persons deemed to be underwriters may, however, be permitted to resell such Section 1145 Securities without registration pursuant to the provisions

of Rule 144 under the Securities Act or another available exemption under the Securities Act. In addition, such persons will also be entitled to resell their Section 1145 Securities in transactions registered under the Securities Act following the effectiveness of a registration statement.

Holders of Section 1145 Securities who are deemed underwriters may resell Section 1145 Securities pursuant to the limited safe harbor resale provision under Rule 144 of the Securities Act, which are more fully described below in the Section entitled "XII.C.2. Certain Securities Law Matter – Private Placement Securities – Subsequent Transfers".

Whether or not any particular person would be deemed to be an underwriter with respect to the Section 1145 Securities or other security to be issued pursuant to the Plan would depend upon various facts and circumstances applicable to that person. Accordingly, the Debtors express no view as to whether any particular person receiving Section 1145 Securities or other securities under the Plan would be an underwriter with respect to such Section 1145 Securities or other securities, whether such person may freely resell such securities or the circumstances under which they may resell such securities.

B. Subscription Rights.

The First Lien Subscription Rights, the Second Lien Subscription Rights and the Noteholder Subscription Rights (collectively, the "Subscription Rights") will not be listed or quoted on any public or over-the-counter exchange or quotation system.

The Subscription Rights and any Rights Offering Shares issuable pursuant to the exercise thereof will be distributed only to Eligible Holders who are "accredited investors" within the meaning of Rule 501(a) of Regulation D of the Securities Act. The Subscription Rights are not separately transferrable or detachable from the applicable claims and may only be transferred together with such claims.

The Rights Offering Shares sold to holders of First Lien Claims pursuant to the First Lien Subscription Rights will be Section 1145 Securities. The Rights Offering Shares sold to holders of Second Lien Claims pursuant to the Second Lien Subscription Rights and holders of Notes Claims pursuant to the Noteholder Subscription Rights will be 4(a)(2) Securities (as defined below).

C. Private Placement Securities.

1. Issuance.

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving a public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the Securities and Exchange Commission ("SEC") under the Securities Act.

The Debtors believe that the shares of New Equity and New Warrants (a) sold to the Commitment Parties pursuant to the Backstop Commitments as set forth in the Backstop Commitment Agreement and the Restructuring Support Agreement (other than shares of New Equity issued on account of the Backstop Commitment Premium), or (b) 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 (together, the "4(a)(2) Securities") are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder. The 4(a)(2) Securities will be subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described

below. The issuance of the 4(a)(2) Securities is subject to the U.S. Citizen determination procedures set forth in Article IV.C.1 of the Plan and the allocation procedures set forth in Article IV.C.4 of the Plan, pursuant to which each Holder that is entitled to receive a distribution of New Equity under the Plan may receive such distribution in the form of (y) New Equity to the extent permitted under the Jones Act Restriction and (z) New Jones Act Warrants to the extent that New Equity cannot be issued to such 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 the Plan, when added to the New Equity being issued under the Plan to other Non-U.S. Citizens as of the Effective Date, would exceed the Jones Act Restriction.

2. Subsequent Transfers.

Subject to the limitations in the New Corporate Governance Documents, the 4(a)(2) Securities will be deemed "restricted securities" (as defined by Rule 144 of the Securities Act) that may not be offered, sold, exchanged, assigned or otherwise transferred unless they are registered under the Securities Act, or an exemption from registration under the Securities Act is available.

Rule 144 provides a limited safe harbor for the resale of restricted securities if certain conditions are met. These conditions vary depending on whether the issuer is a reporting issuer and whether the holder of the restricted securities is an "affiliate" of the issuer. Rule 144 defines an affiliate as "a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer."

A non-affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and who has not been an affiliate of the issuer during the ninety (90) days preceding such sale may resell restricted securities after a one-year holding period whether or not there is current public information regarding the issuer.

An affiliate of an issuer that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act may resell restricted securities after the one-year holding period if at the time of the sale certain current public information regarding the issuer is available. An affiliate must also comply with the volume, manner of sale and notice requirements of Rule 144. First, the rule limits the number of restricted securities (plus any unrestricted securities) sold for the account of an affiliate (and related persons) in any three-month period to the greater of 1% of the outstanding securities of the same class being sold, or, if the class is listed on a stock exchange, the average weekly reported volume of trading in such securities during the four weeks preceding the filing of a notice of proposed sale on Form 144, or if no notice is required, the date of receipt of the order to execute the transaction by the broker or the date of execution of the transaction directly with a market maker. Second, the manner of sale requirement provides that the restricted securities must be sold in a broker's transaction, directly with a market maker or in a riskless principal transaction (as defined in Rule 144). Third, if the amount of securities sold under Rule 144 in any three month period exceeds 5,000 shares or has an aggregate sale price greater than $50,000, an affiliate must file or cause to be filed with the SEC three copies of a notice of proposed sale on Form 144, and provide a copy to any exchange on which the securities are traded.

The Debtors believe that the Rule 144 exemption will not be available with respect to any 4(a)(2) Securities (whether held by non-affiliates or affiliates) until at least one year after the Effective Date. Accordingly, unless transferred pursuant to an effective registration statement or another available exemption from the registration requirements of the Securities Act, Holders of 4(a)(2) Securities will be required to hold their 4(a)(2) Securities for at least one year and, thereafter, to sell them only in accordance with the applicable requirements of Rule 144, pursuant to the an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws.

Each certificate representing, or issued in exchange for or upon the transfer, sale or assignment of, any 4(a)(2) Security shall, upon issuance, be stamped or otherwise imprinted with a restrictive legend substantially consistent with the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND SUCH SECURITIES [AND THE COMMON STOCK, IF ANY, ISSUABLE UPON EXERCISE OF SUCH SECURITIES] HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

Reorganized Hornbeck reserves the right to reasonably require certification, legal opinions or other evidence of compliance with Rule 144 as a condition to the removal of such legend or to any resale of the 4(a)(2) Securities. Reorganized Hornbeck also reserves the right to stop the transfer of any 4(a)(2) Securities if such transfer is not in compliance with Rule 144, pursuant to an effective registration statement or pursuant to another available exemption from the registration requirements of applicable securities laws. All persons who receive 4(a)(2) Securities will be required to acknowledge and agree that (a) they will not offer, sell or otherwise transfer any 4(a)(2) Securities except in accordance with an exemption from registration, including under Rule 144 of the Securities Act, if and when available, or pursuant to an effective registration statement, and (b) the 4(a)(2) Securities will be subject to the other restrictions described above.

Any persons receiving restricted securities under the Plan should consult with their own counsel concerning the availability of an exemption from registration for resale of these securities under the Securities Act and other applicable law.

BECAUSE OF THE COMPLEX, SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR PERSON MAY BE AN UNDERWRITER OR AN AFFILIATE AND THE HIGHLY FACT-SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 1145 OF THE BANKRUPTCY CODE, SECTION 4(A)(2) OF THE SECURITIES ACT, AND RULE 144 UNDER THE SECURITIES ACT, NONE OF THE DEBTORS MAKE ANY REPRESENTATION CONCERNING THE ABILITY OF ANY PERSON TO DISPOSE OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE SECURITIES TO BE ISSUED UNDER OR OTHERWISE ACQUIRED PURSUANT TO THE PLAN CONSULT WITH THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE SUCH SECURITIES AND THE CIRCUMSTANCES UNDER WHICH THEY MAY RESELL SUCH SECURITIES.

XIII. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction.

The following discussion summarizes certain U.S. federal income tax consequences of the implementation of the Plan to the Debtors, the Reorganized Debtors and certain Holders (which, solely for purposes of this discussion, means the beneficial owners for U.S. federal income tax purposes) of certain Claims. This summary is based on the Internal Revenue Code of 1986, as amended (the "Code"), the U.S. Treasury Regulations promulgated thereunder (the "Treasury Regulations"), judicial decisions and published administrative rules, and pronouncements of the Internal Revenue Service (the "IRS"), all as in effect on the date hereof (collectively, "Applicable Tax Law"). Changes in the rules or new interpretations

of the rules may have retroactive effect and could significantly affect the U.S. federal income tax consequences described below. Due to the lack of definitive judicial and administrative authority in a number of areas, substantial uncertainty may exist with respect to some of the tax consequences described below. The Debtors have not requested, and do not intend to request, any ruling or determination from the IRS or any other taxing authority with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein.

This summary does not address foreign, state, local, gift, or estate tax consequences of the Plan, nor does it purport to address all aspects of U.S. federal income taxation that may be relevant to a Holder in light of its individual circumstances or to a Holder that may be subject to special tax rules (such as Persons who are related to the Debtors within the meaning of the Code, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax exempt organizations, pass-through entities, beneficial owners of pass-through entities, trusts, governmental authorities or agencies, dealers and traders in securities, subchapter S corporations, Persons who hold Claims or who will hold the New Equity, the Exit Second Lien Facility, the New Creditor Warrants, the New Jones Act Warrants, the Specified 2L Exit Fee, or the First Lien Subscription Rights, Second Lien Subscription Rights, and Noteholder Subscription Rights ("Subscription Rights") as part of a straddle, hedge, conversion transaction, or other integrated investment, persons using a mark-to-market method of accounting, and Holders of Claims who are themselves in bankruptcy). Furthermore, this summary assumes that a Holder of a Claim holds only Claims in a single Class and holds a Claim only as a "capital asset" (within the meaning of section 1221 of the Code). This summary also assumes that the various debt and other arrangements to which any of the Debtors are a party will be respected for U.S. federal income tax purposes in accordance with their form, and that the Claims constitute interests in the Debtors "solely as a creditor" for purposes of section 897 of the Code. This summary does not discuss differences in tax consequences to Holders of Claims that act or receive consideration in a capacity other than any other Holder of a Claim of the same Class or Classes, and the tax consequences for such Holders may differ materially from that described below. This summary does not address the U.S. federal income tax consequences to Holders (a) whose Claims are Unimpaired or otherwise entitled to payment in full in Cash under the Plan, or (b) that are deemed to reject the Plan.

For purposes of this discussion, a "U.S. Holder" is a Holder of a Claim that is: (a) an individual citizen or resident of the United States for U.S. federal income tax purposes; (b) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized under the laws of the U.S., any state thereof or the District of Columbia; (c) an estate the income of which is subject to U.S. federal income taxation regardless of the source of such income; or (d) a trust (i) if a court within the U.S. is able to exercise primary jurisdiction over the trust's administration and one or more "United States persons" (within the meaning of section 7701(a)(30) of the Code) have authority to control all substantial decisions of the trust, or (ii) that has a valid election in effect under applicable Treasury Regulations to be treated as a "United States person" (within the meaning of section 7701(a)(30) of the Code). For purposes of this discussion, a "Non-U.S. Holder" is any Holder of a Claim that is not a U.S. Holder other than any partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes).

If a partnership (or other entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes) is a Holder of a Claim, the tax treatment of a partner (or other beneficial owner) generally will depend upon the status of the partner (or other beneficial owner) and the activities of the partner (or other beneficial owner) and the entity. Partners (or other beneficial owners) of partnerships (or other pass-through entities) that are Holders of Claims should consult their tax advisors regarding the U.S. federal income tax consequences of the Plan.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED ON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER. ALL HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS AS TO THE FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE, AND OTHER TAX CONSEQUENCES OF THE PLAN.

B. Certain U.S. Federal Income Tax Consequences to the Debtors and the Reorganized Debtors.

1. Characterization of Restructuring Transactions.

The Plan provides that the Restructuring Transactions may be structured, among other ways, as (a) 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 (as defined below), which purchase shall be structured as a taxable transaction for United States federal income tax purposes (such transaction, a "Taxable Transaction"), or (b) a transaction that is structured as a recapitalization of the existing Hornbeck Offshore Services, Inc. (such transaction, a "Recapitalization Transaction").

In the event of a Taxable Transaction, the New Equity may be (or include) stock or other equity interests of a newly-created entity, rather than stock in Hornbeck, and the Reorganized Debtors would receive all or a portion of the Debtors' assets. By contrast, in a Recapitalization Transaction, the New Equity would be new stock issued by Hornbeck itself (or, potentially, stock or other equity interests in a newly formed entity treated as a successor to Hornbeck under the applicable reorganization provisions of the Code).

2. Effects of Restructuring on Tax Attributes of Debtors.

The tax consequences of the implementation of the Plan to the Debtors will differ depending on whether the Restructuring Transactions are structured as a Taxable Transaction, Recapitalization Transaction, or otherwise. The Debtors have not yet determined how the Restructuring Transactions will be structured, whether in whole or in part. Such decision will depend on, among other things, whether assets being sold pursuant to any Taxable Transaction have an aggregate fair market value in excess of their aggregate tax basis (i.e., a "built-in gain") or an aggregate fair market value less than their aggregate tax basis (i.e., a "built-in loss"), the amount of the expected reduction in the aggregate tax basis of such assets by excluded cancellation of indebtedness income ("COD Income"), and whether sufficient tax attributes are available to offset any such built-in gain, and future tax benefits associated with a step-up in the tax basis of the Debtors' assets as a result of a Taxable Transaction, in each case for U.S. federal, state, and local income tax purposes.

If the transactions undertaken pursuant to the Plan are structured as a Taxable Transaction, the Debtors would realize gain or loss upon a transfer of all or a portion of their assets in an amount equal to the difference between the aggregate fair market value of the assets transferred by the Debtors and the Debtors' aggregate tax basis in such assets. Gain, if any, would be reduced by the amount of the Debtors' available net operating losses ("NOLs"), NOL carryforwards and any other available tax attributes, and any remaining gain would be recognized by the Debtors and result in a cash tax obligation. If a Reorganized Debtor purchases assets or stock of any Debtor pursuant to a Taxable Transaction, the Reorganized Debtor will take a fair market value basis in the transferred assets or stock. However, if a Taxable Transaction involves a purchase of stock, the Debtor whose stock is transferred will retain its basis in its assets, (subject to reduction due to COD Income, if any, of such Debtor, as described below), unless the Debtors are entitled

to, and make, an election pursuant to Code sections 338(h)(10) or 336(e) with respect to the purchase to treat the purchase as the purchase of assets.

For the period ending December 31, 2019, ignoring the retroactive impact of the CARES Act (as defined and discussed below), the Debtors had approximately $646,188,650 of estimated federal net operating losses ("NOLs"). The Debtors expect to generate additional tax losses in the current year, which will ultimately increase the Debtors' NOLs.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was enacted in response to the COVID-19 pandemic. The CARES Act, among other things, permits NOL carryforwards and carrybacks to offset 100% of taxable income for taxable years beginning before 2021 and temporarily relaxes limitations on the deductibility of interest for 2019 and 2020. In addition, the CARES Act allows NOLs incurred in 2018, 2019 and 2020 to be carried back to each of the five preceding taxable years to generate a refund of previously paid income taxes. We are currently evaluating the impact of the CARES Act on our NOL carryforward position.

3. Cancellation of Debt and Reduction of Tax Attributes.

In general, absent an exception, the Debtors will realize and recognize COD Income upon satisfaction of their outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied, over (b) the sum of (i) the fair market value of the New Equity, (ii) the issue price of the Exit Second Lien Facility, (iii) the fair market value of the Subscription Rights, (iv) the fair market value of the New Jones Act Warrants, (v) the fair market value of the New Creditor Warrants, and (vi) the amount of the Cash, in each case, given in satisfaction of such satisfied indebtedness at the time of the exchange.

Under section 108 of the Code, the Debtors will not, however, be required to include any amount of COD Income in gross income if the Debtors are under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, the Debtors must reduce their tax attributes by the amount of COD Income that they excluded from gross income pursuant to section 108 of the Code. Such reduction in tax attributes occurs only after the tax for the year of the debt discharge has been determined (including, as described above, the amount of gain or loss recognized by the Debtors with respect to the sale of all or a portion of their assets in a Taxable Transaction). In general, tax attributes will be reduced in the following order: (a) NOLs and NOL carryforwards; (b) general business credit carryovers; (c) minimum tax credit carryovers; (d) capital loss carryovers; (e) tax basis in assets (but not below the amount of liabilities to which the Reorganized Debtors will remain subject immediately after the discharge); (f) passive activity loss and credit carryovers; and (g) foreign tax credit carryovers. Alternatively, the Debtors may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the Code, in which case such reduction would not be subject to the limitation described in section (e) of the prior sentence. Any excess COD Income over the amount of available tax attributes will generally not give rise to U.S. federal income tax and will generally have no other U.S. federal income tax impact.

In connection with the Restructuring Transactions, the Debtors expect to realize significant COD Income. The amount of the tax attributes required to be reduced pursuant to section 108 of the Code will depend on whether the transactions undertaken pursuant to the Plan are structured as a Taxable Transaction or Recapitalization Transaction. Further, the exact amount of any COD Income that will be realized by the Debtors will not be determinable until the consummation of the Plan. Regardless of the implemented structure, however, the Debtors expect that the amount of such COD Income will be sufficient to eliminate

most, if not all, of their NOLs and tax credits pursuant to section 108 of the Code. Depending on the implemented structure, some of the Debtors' tax basis in their assets may also be reduced by COD Income.

(a) Limitation on NOLs and Other Tax Attributes.

After giving effect to the reduction in tax attributes pursuant to excluded COD Income described above, to the extent the Reorganized Debtors succeed to the Debtors' tax attributes (i.e., if the Restructuring Transactions are not structured as a Taxable Transaction pursuant to which the Debtors' assets, and not stock of corporate entities, are being transferred to the Reorganized Debtors for U.S. federal income tax purposes), the Reorganized Debtors' ability to use any remaining tax attributes post-emergence will be subject to certain limitations under sections 382 and 383 of the Code.

Under sections 382 and 383 of the Code, if the Debtors undergo an "ownership change," the amount of any remaining NOLs, tax credit carryforwards, net unrealized built-in losses, interest expense carryforwards and possibly certain other attributes of the Debtors allocable to periods prior to the Effective Date (collectively, "Pre-Change Losses") that may be utilized to offset future taxable income generally are subject to an annual limitation. For this purpose, if a corporation (or consolidated group) has a "net unrealized built-in loss" at the time of an ownership change (taking into account most assets and items of built-in gain and deductions), then generally built-in losses (including amortization or depreciation deductions attributable to such built-in losses) recognized during the following five years (up to the amount of the original net unrealized built-in loss) will be treated as Pre-Change Losses and similarly will be subject to the annual limitation. In general, a corporation's (or consolidated group's) net unrealized built-in loss will be deemed to be zero unless it is greater than the lesser of (a) $10,000,000, or (b) 15 percent of the fair market value of its assets (with certain adjustments) before the ownership change. The Debtors do not expect to have a net unrealized built-in loss on the Effective Date.

The rules of section 382 of the Code are complicated, but as a general matter, subject to the additional discussion of section 382 below, the Debtors anticipate that the issuance of New Equity and New Jones Act Warrants in connection with a Recapitalization Transaction will result in an "ownership change" of the Debtors for these purposes, and that the Reorganized Debtors' use of the Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the Code applies.

i. General Section 382 Annual Limitation.

In general, the amount of the annual limitation to which a corporation that undergoes an "ownership change" would be subject is equal to the product of (a) the fair market value of the stock of the corporation immediately before the ownership change (with certain adjustments), and (b) the "long-term tax-exempt rate" (which is the highest of the adjusted federal long-term rates in effect for any month in the 3-calendar-month period ending with the calendar month in which the ownership change occurs, or 1.47 percent for May 2020). The annual limitation may be increased to the extent that the Reorganized Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65.[16] Section

[16] The IRS issued proposed regulations in September 2019 that would revoke IRS Notice 2003-65 and make substantial changes to the way limitations under section 382 of the IRC are calculated. The changes would decrease the limitation set forth in section 382 of the IRC in most cases and potentially cause entities that would have had a net unrealized built-in gain under Notice 2003-65 to instead have a net unrealized built-in loss, which would result in additional limitations on the ability to deduct Pre-Change Losses (as defined above). Additionally, the IRS issued further proposed regulations in January 2020 that would provide certain transition relief for the application of any finalized regulation. Under such transition relief, any finalized regulations would apply only to ownership changes occurring 31 days after the regulations are finalized and certain specified and identifiable transactions would be subject to a "grandfathering" rule that allows for application of the prior IRS Notice 2003-

383 of the Code applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation that experiences an ownership change as the result of a bankruptcy proceeding.

ii. Special Bankruptcy Exceptions.

An exception to the foregoing annual limitation rules generally applies when so-called "qualified creditors" of a debtor corporation in chapter 11 receive, in respect of their Claims, at least 50 percent of the vote and value of the stock of the debtor corporation (or a controlling corporation if also in chapter 11) as reorganized pursuant to a confirmed chapter 11 plan (the "382(l)(5) Exception"). If the requirements of the 382(l)(5) Exception are satisfied, the Reorganized Debtors' Pre-Change Losses would not be limited on an annual basis, but, instead, NOL carryforwards would be reduced by the amount of any interest deductions claimed by the Debtors during the three taxable years preceding the Effective Date, and during the part of the taxable year prior to and including the Effective Date, in respect of all debt converted into stock pursuant to the Plan. If the 382(l)(5) Exception applies and the Reorganized Debtors undergo another "ownership change" within two years after the Effective Date, then the Reorganized Debtors' Pre-Change Losses thereafter would be effectively eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable to a corporation in bankruptcy (either because the debtor corporation does not qualify for it or the debtor corporation otherwise elects not to utilize the 382(l)(5) Exception), another exception will generally apply (the "382(l)(6) Exception"). Under the 382(l)(6) Exception, the annual limitation will be calculated by reference to the lesser of (a) the value of the New Equity and New Jones Act Warrants (with certain adjustments) immediately after the ownership change or (b) the value of the Debtors' assets (determined without regard to liabilities) immediately before the ownership change. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an "ownership change" to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that, under it, a debtor corporation is not required to reduce its NOL carryforwards by the amount of interest deductions claimed within the prior three-year period, and a debtor corporation may undergo a change of ownership within two years without automatically triggering the elimination of its Pre-Change Losses. The resulting limitation would be determined under the regular rules for ownership changes. Section 382 is only expected to be relevant if a Recapitalization Transaction is implemented. The Reorganized Debtors have not yet determined whether the 382(l)(5) Exception will apply to the transactions undertaken pursuant to the Plan and, if it does apply, whether it will utilize such exception or will instead apply the 382(l)(6) Exception.

---

65 rules. Additionally, the "grandfathering" rule would also apply as long as a company files its chapter 11 case within 31 days of the issuance of final regulations, even where the applicable ownership change occurs more than 31 days after finalization of the regulations. The Debtors anticipate that the Effective Date will occur before any such finalized regulations would be applicable (or that such a "grandfathering" rule would apply to the Restructuring Transactions) and, accordingly, the remainder of this discussion assumes that Notice 2003-65 will apply to the Reorganized Debtors. In the event the proposed regulations are finalized more than 31 days prior to the Effective Date, and the "grandfathering" rule does not apply to prevent the finalized regulations from being applied to the Debtors and/or Reorganized Debtors, the Debtors will make a supplemental filing to explain the potential effect of such finalized regulations.

C. Certain U.S. Federal Income Tax Consequences to U.S. Holders of Certain Claims.

The following discussion assumes that the Debtors will structure the Restructuring Transactions as currently contemplated by the Plan. Holders of Claims are urged to consult their tax advisors regarding the tax consequences of the Restructuring Transactions.

The U.S. federal income tax consequences of the Plan to U.S. Holders of certain Claims will depend, in part, on whether the transactions undertaken pursuant to the Plan constitute, for U.S. federal income tax purposes, (a) a Taxable Transaction, or (b) a Recapitalization Transaction. If the transactions undertaken pursuant to the Plan are considered a Recapitalization Transaction, the U.S. federal income tax consequences to U.S. Holders of certain Claims will further depend on whether the Claims surrendered constitute "securities" for U.S. federal income tax purposes. The U.S. federal income tax consequences of the Plan to U.S. Holders of certain Claims will also depend on whether the U.S. Holders are determined to be "Eligible Holders" or "Non-Eligible Holders."

In a Taxable Transaction, the Debtors generally do not anticipate that the entity issuing consideration under the Plan will be the same entity as the Debtor against which a Claim is asserted (or an entity that is a "party to a reorganization" with such Debtor). As a result, the Debtors do not anticipate that "recapitalization" treatment (within the meaning of section 368(a)(1)(E) of the Code) will be applicable in a Taxable Transaction. Such treatment may, however, be applicable in a Recapitalization Transaction.

Neither the Code nor the Treasury Regulations promulgated pursuant thereto defines the term "security." Whether a debt instrument constitutes a "security" for U.S. federal income tax purposes is determined based on all the relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument at initial issuance is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof with respect to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

The Class 4 and 5 Claims have a term of six years, the Class 6 Claims have terms of eight years, and the Exit Second Lien Facility has a term of six years. While not free from doubt, the Debtors expect to take the position that each of these is a security for U.S. federal income tax purposes.

While not free from doubt, the Debtors believe, and the following discussion assumes, that the New Jones Act Warrants should be treated as "stock" for U.S. federal income tax purposes and the New Creditor Warrants are treated as securities. In addition, as discussed below under "—Treatment of Subscription Rights", the following discussion assumes unless otherwise indicated that the Subscription Rights are respected for U.S. federal income tax purposes as options to acquire the New Equity and/or New Jones Act Warrants.

The character of any gain or loss recognized by a U.S. Holder as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the Holder, the nature of the Claim in such Holder's hands, whether the Claim constitutes a capital asset in the hands of the Holder, whether the Claim was purchased at a discount, and whether and to what extent the Holder has previously claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would

be long term capital gain if the Holder held its Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below.

1. Consequences to Holders of First Lien Claims (Class 4).

Pursuant to the Plan, in exchange for full and final satisfaction, compromise, settlement, release and discharge of the First Lien Claims, each Eligible Holder thereof will receive as Consideration, as applicable, its pro rata share of: (a) New Equity and/or New Jones Act Warrants, (b) the Exit Second Lien Facility, (c) the First Lien Subscription Rights, and (d) with respect to certain Holders, the Specified 2L Exit Fee. Alternatively, if such Holder is a Non-Eligible Holder, it will receive (a) Cash and (b) the Exit Second Lien Facility.

(a) Treatment Under a Taxable Transaction or If the First Lien Claims Are Not Treated as Securities.

To the extent that the transactions undertaken pursuant to the Plan constitute a Taxable Transaction, or if they constitute a Recapitalization Transaction but the First Lien Claims do not constitute securities, an Eligible U.S. Holder of a First Lien Claim would be treated as exchanging its Claims for the New Equity and/or New Jones Act Warrants, the Exit Second Lien Facility, and First Lien Subscription Rights, and a Non-Eligible Holder would be treated as exchanging its Claims for the Exit Second Lien Facility and Cash, in a fully taxable exchange under section 1001 of the Code. An Eligible U.S. Holder of a First Lien Claim who is subject to this treatment should recognize gain or loss equal to the difference between (i) the sum of (A) the issue price of the Exit Second Lien Facility (as further discussed below) and (B) the total fair market value of the New Equity, New Jones Act Warrants and First Lien Subscription Rights received in exchange for its First Lien Claim and (ii) the U.S. Holder's adjusted tax basis in its First Lien Claim. A Non-Eligible Holder of a First Lien Claim who is subject to this treatment should recognize gain or loss equal to the difference between (i) the sum of (A) issue price of the Exit Second Lien Facility (as further discussed below) and (B) the Cash received, and (ii) the Non-Eligible Holder's adjusted tax basis in its First Lien Claim.

The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the U.S. Holder held its First Lien Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below. To the extent that a portion of the consideration received in exchange for its First Lien Claim is allocable to accrued but untaxed interest, the U.S. Holder may recognize ordinary income. A U.S. Holder's tax basis in the New Equity, New Jones Act Warrants and First Lien Subscription Rights should be equal to their respective fair market values, and a U.S. Holder's tax basis in the Exit Second Lien Facility should be equal to the issue price of the Exit Second Lien Facility. A U.S. Holder's holding period for each item of consideration received on the Effective Date should begin on the day following the Effective Date.

(b) Treatment to Eligible Holders in a Recapitalization Transaction if the First Lien Claims Are Treated as Securities but the Exit Second Lien Facility is Not Treated as a Security.

If the transactions undertaken pursuant to the Plan constitute a Recapitalization Transaction and, with respect to Eligible Holders, (i) the First Lien Claims are treated as securities but (ii) the Exit Second Lien Facility does not constitute a security of Hornbeck (or an entity that is a "party to a reorganization"

with Hornbeck within the meaning of section 368 of the Code; such an entity, collectively with Hornbeck, "Reorganized Hornbeck"), then the exchange of such First Lien Claims should also be treated as a "recapitalization" within the meaning of section 368(a)(1)(E) of the Code.

Other than with respect to any amounts received that are attributable to accrued but unpaid interest (or original issue discount ("OID")), and subject to the rules relating to market discount, a U.S. Holder of such a Claim should recognize gain (but not loss), to the extent of the lesser of (a) the amount of gain realized from the exchange, which should be equal to (i) the sum of (A) the issue price of the Exit Second Lien Facility, (B) the fair market value of the New Equity and/or New Jones Act Warrants, and (C) the fair market value of the First Lien Subscription Rights, minus (ii) the U.S. Holder's adjusted basis in the First Lien Claims, and (b) the fair market value of the Exit Second Lien Facility received.

Such U.S. Holder should obtain a tax basis in the Exit Second Lien Facility equal to its fair market value and a tax basis in the New Equity, New Jones Act Warrants, and First Lien Subscription Rights, other than any such amounts treated as received in satisfaction of accrued but unpaid interest (or OID), and subject to the rules relating to market discount, equal to (a) the tax basis of the First Lien Claim exchanged, plus (b) the gain recognized (if any, determined as described above) (c) minus the fair value of the Exit Second Lien Facility. The holding period for the Exit Second Lien Facility would begin the day after the Effective Date, while the holding period for the New Equity, New Jones Act Warrants, and First Lien Subscription Rights would include the holding period for the exchanged First Lien Claims.

For the treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but unpaid interest, OID or market discount, see the sections entitled "Accrued Interest (and OID)" and "Market Discount" below.

Holders receiving the Specified 2L Exit Fee should consult their tax advisors as to the proper characterization of the treatment of such fee and the effects of such receipt on the other consequences discussed in this section.

(c) Treatment to Eligible Holders in a Recapitalization Transaction if Both the First Lien Claims and the Exit Second Lien Facility Are Treated as Securities.

If the transactions undertaken pursuant to the Plan constitute a Recapitalization Transaction and, with respect to Eligible Holders, both the First Lien Claims and the Exit Second Lien Facility are treated as securities, then the exchange of such First Lien Claims should be also treated as a "recapitalization" within the meaning of section 368(a)(1)(E) of the Code.

Other than with respect to any amounts received that are attributable to accrued but unpaid interest (or OID), and subject to the rules relating to market discount, a U.S. Holder of such a Claim would recognize no gain or loss.

A U.S. Holder would obtain a tax basis in the New Equity, New Jones Act Warrants, Exit Second Lien Facility, and First Lien Subscription Rights received, other than any such amounts treated as received in satisfaction of accrued but unpaid interest (or OID), and subject to the rules relating to market discount, equal to the tax basis of the First Lien Claim exchanged, allocated among each piece of such consideration pro rata by fair market value. The holding period for such consideration should include the holding period for the exchanged First Lien Claims.

Holders receiving the Specified 2L Exit Fee should consult their tax advisors as to the proper characterization of the treatment of such fee and the effects of such receipt on the other consequences discussed in this section.

(d) Treatment to Non-Eligible Holders in a Recapitalization Transaction if the First Lien Claims Are Treated as Securities but the Exit Second Lien Facility Is Not Treated as a Security.

To the extent that the transactions undertaken pursuant to the Plan constitute a Recapitalization Transaction but the Exit Second Lien Facility does not constitute a security, a Non-Eligible Holder of a First Lien Claim would be treated as exchanging its Claims for the Cash and the Exit Second Lien Facility in a fully taxable exchange under section 1001 of the Code. A Non-Eligible Holder of a First Lien Claim who is subject to this treatment should recognize gain or loss equal to the difference between (i) the sum of (A) the issue price of the Exit Second Lien Facility (as further discussed below) and (B) the Cash received in exchange for its First Lien Claim and (ii) the U.S. Holder's adjusted tax basis in its First Lien Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the U.S. Holder held its First Lien Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below. To the extent that a portion of the consideration received in exchange for its First Lien Claim is allocable to accrued but untaxed interest, the U.S. Holder may recognize ordinary income. A U.S. Holder's tax basis in the Exit Second Lien Facility should be equal to the issue price of the Exit Second Lien Facility. A U.S. Holder's holding period for each item of consideration received on the Effective Date should begin on the day following the Effective Date.

(e) Treatment to Non-Eligible Holders in a Recapitalization Transaction if Both the First Lien Claims and the Exit Second Lien Facility Are Treated as Securities.

If the transactions undertaken pursuant to the Plan constitute a Recapitalization Transaction and, with respect to Non-Eligible Holders of First Lien Claims, (i) the First Lien Claims are treated as securities and (ii) the Exit Second Lien Facility constitutes a security of Reorganized Hornbeck, then the exchange of such First Lien Claims should also be treated as a "recapitalization" within the meaning of section 368(a)(1)(E) of the Code.

Other than with respect to any amounts received that are attributable to accrued but unpaid interest (or OID), and subject to the rules relating to market discount, a U.S. Holder of such a Claim should recognize gain (but not loss), to the extent of the lesser of (a) the amount of gain realized from the exchange, which should be equal to (i) the sum of (A) the issue price of the Exit Second Lien Facility, and (B) the Cash minus (ii) the U.S. Holder's adjusted basis in the First Lien Claims, and (b) the Cash.

Such U.S. Holder should obtain a tax basis in the Exit Second Lien Facility, other than any such amounts treated as received in satisfaction of accrued but unpaid interest (or OID), and subject to the rules relating to market discount, equal to (a) the tax basis of the First Lien Claim exchanged, plus (b) the gain recognized (if any, determined as described above) (c) minus the Cash received. The holding period for the Exit Second Lien Facility would include the holding period for the exchanged First Lien Claims.

2. Consequences to Holders of Second Lien Claims (Class 5), 2020 Notes Claims, and 2021 Notes Claims (Class 6).

Pursuant to the Plan, in exchange for full and final satisfaction, compromise, settlement, release and discharge of the Second Lien Claims, 2020 Notes Claims, and 2021 Notes Claims (the "Class 5 and 6 Claims"), each Eligible Holder thereof will receive as Consideration its Pro Rata share of, as applicable:

(a) New Equity and/or New Jones Act Warrants, (b) Subscription Rights, and (c) New Creditor Warrants, or in the case of a Non-Eligible Holder, Cash.

(a) Treatment under a Taxable Transaction, or if Claims are Not Treated as Securities, and Treatment to Non-Eligible Holders Receiving Cash.

To the extent that the transactions undertaken pursuant to the Plan constitute a Taxable Transaction, or an Eligible Holder's Claim is not treated as a security, or a Non-Eligible Holder receives Cash, an Eligible U.S. Holder of a Class 5 or 6 Claim would be treated as exchanging its Claims for the New Equity and/or New Jones Act Warrants, Subscription Rights, and New Creditor Warrants, and a Non-Eligible Holder would be treated as exchanging its Claims for Cash, in a fully taxable exchange under section 1001 of the Code. An Eligible Holder of a Class 5 or 6 Claim who is subject to this treatment should recognize gain or loss equal to the difference between (i) the total fair market value of the New Equity, New Jones Act Warrants, Subscription Rights, and New Creditor Warrants received in exchange for its Class 5 or 6 Claim and (ii) the U.S. Holder's adjusted tax basis in its Class 5 or 6 Claim. A Non-Eligible Holder of a Class 5 or 6 Claim who is subject to this treatment should recognize gain or loss equal to the difference between (i) the amount of Cash received, and (ii) the U.S. Holder's adjusted tax basis in its Class 5 or 6 Claim. The character of such gain or loss as capital gain or loss or as ordinary income or loss will be determined by a number of factors, including the tax status of the U.S. Holder, the nature of the Claim in such U.S. Holder's hands, whether the Claim was purchased at a discount, and whether and to what extent the U.S. Holder previously has claimed a bad debt deduction with respect to its Claim. If recognized gain is capital gain, it generally would be long-term capital gain if the U.S. Holder held its Class 5 or 6 Claim for more than one year at the time of the exchange. The deductibility of capital losses is subject to certain limitations as discussed below. To the extent that a portion of the consideration received in exchange for its Class 5 or 6 Claim is allocable to accrued but untaxed interest, the U.S. Holder may recognize ordinary income. A U.S. Holder's tax basis in each of the New Equity, New Jones Act Warrants, Subscription Rights, and New Creditor Warrants should be equal to their respective fair market values. A U.S. Holder's holding period for each item of consideration received on the Effective Date should begin on the day following the Effective Date.

(b) Treatment of Eligible Holders of Class 5 and 6 Claims in a Recapitalization Transaction if the Class 5 and 6 Claims Are Treated as Securities.

If the transactions undertaken pursuant to the Plan constitute a Recapitalization Transaction and, with respect to Eligible Holders, (a) the Class 5 or 6 Claims, as the case may be, are treated as securities, then the exchange of such Claims should be treated as a "recapitalization" within the meaning of section 368(a)(1)(E) of the Code.

Other than with respect to any amounts received that are attributable to accrued but unpaid interest (or OID), and subject to the rules relating to market discount, a U.S. Holder of such a Claim should recognize no gain or loss.

Such U.S. Holder would obtain a tax basis in such New Equity, New Jones Act Warrants, Subscription Rights and New Creditor Warrants, other than any such amounts treated as received in satisfaction of accrued but unpaid interest (or OID), and subject to the rules relating to market discount, equal to the tax basis of the Claim exchanged, allocated among each piece of such consideration pro rata by fair market value. The holding period for such consideration should include the holding period for the exchanged Claims.

For the treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but unpaid interest, OID or market discount, see the sections entitled "Accrued Interest (and OID)" and "Market Discount" below.

3. Treatment of New Creditor Warrants.

A U.S. Holder that elects to exercise the New Creditor Warrants will be treated as purchasing, in exchange for its New Creditor Warrants and the amount of Cash funded by the U.S. Holder to exercise the New Creditor Warrants, the New Equity and/or New Jones Act Warrants it is entitled to purchase pursuant to the New Creditor Warrants. Such a purchase will generally be treated as the exercise of an option under general tax principles, and as such a U.S. Holder should not recognize income, gain or loss for U.S. federal income tax purposes when it exercises the New Creditor Warrants. A U.S. Holder's aggregate tax basis in the New Equity and/or New Jones Act Warrants will equal the sum of (i) the amount of Cash paid by the U.S. Holder to exercise its New Creditor Warrants plus (ii) such U.S. Holder's tax basis in its New Creditor Warrants immediately before the New Creditor Warrants are exercised. A U.S. Holder's holding period for the New Equity and/or New Jones Act Warrants received pursuant to the exercise of the New Creditor Warrants should begin on the day following the exercise date.

A U.S. Holder that elects not to exercise the New Creditor Warrants may be entitled to claim a capital loss on the expiration of the New Creditor Warrants equal to the U.S. Holder's tax basis in the New Creditor Warrants, subject to any limitations on such U.S. Holder's ability to utilize capital losses.

4. Treatment of Subscription Rights.

U.S. Holders who elect not to exercise their Subscription Rights may be entitled to claim a (likely short-term capital) loss equal to the amount of tax basis allocated to the unexercised Subscription Rights they receive. Such U.S. Holders are urged to consult with their own tax advisors as to the tax consequences of electing not to exercise the Subscription Rights they receive. For U.S. Holders electing to exercise their Subscription Rights, such a U.S. Holder will be treated as purchasing, in exchange for its applicable Subscription Rights and the amount of Cash funded by the U.S. Holder to exercise its applicable Subscription Rights, the New Equity and/or New Jones Act Warrants it is entitled to pursuant to the terms of the exercised Subscription Rights. Any such purchase generally will be treated as the exercise of an option under general tax principles, and as such a U.S. Holder should not recognize income, gain, or loss for U.S. federal income tax purposes on the exercise. A U.S. Holder's tax basis in the New Equity and/or New Jones Act Warrants received pursuant to the exercise will equal the sum of the amount of Cash paid by the U.S. Holder to exercise its Subscription Rights plus such U.S. Holder's tax basis in its Subscription Rights immediately before the exercise. A U.S. Holder's holding period for the New Equity and/or New Jones Act Warrants received on the Effective Date pursuant to the exercise of a Subscription Right should begin on the day following the Effective Date.

5. Accrued Interest (and OID).

To the extent that any amount received by a U.S. Holder of an exchanged Claim is attributable to accrued but unpaid interest (or OID) on the debt instruments constituting the exchanged Claim, the receipt of such amount should be recognized by the U.S. Holder as ordinary interest income (to the extent not already included in income by the U.S. Holder). Conversely, a U.S. Holder of a Claim may be able to recognize a deductible loss to the extent that any accrued interest previously was recognized by the U.S. Holder but was not paid in full by the Debtors. Such loss may be ordinary, but the tax law is unclear on this point. The tax basis of any non-Cash consideration treated as received in satisfaction of accrued but unpaid interest (or OID) should equal the amount of such accrued but unpaid interest (or OID). The holding period for such non-Cash consideration should begin on the day following the receipt of such consideration.

If the fair market value of the consideration is not sufficient to fully satisfy all principal and interest on a Claim, the extent to which such consideration will be attributable to accrued but unpaid interest is unclear. Certain legislative history indicates that an allocation of consideration as between principal and interest provided in a chapter 11 plan of reorganization is binding for U.S. federal income tax purposes, while certain Treasury Regulations treat payments as allocated first to any accrued but unpaid interest. Under the Plan, the aggregate consideration to be distributed to U.S. Holders of Claims in each Class will be allocated first to the principal amount of such Allowed Claims, with any excess allocated to unpaid interest that accrued on these Claims, if any. However, the IRS could take the position that the consideration received by the U.S. Holder should be allocated in some way other than as provided in the Plan.

HOLDERS OF CLAIMS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE PROPER ALLOCATION OF THE CONSIDERATION RECEIVED BY THEM UNDER THE PLAN AND THE U.S. FEDERAL INCOME TAX TREATMENT OF ACCRUED BUT UNPAID INTEREST.

6. Market Discount.

Under the "market discount" provisions of the Code, some or all of any gain realized by a U.S. Holder of a Claim may be treated as ordinary income (instead of capital gain) to the extent of the amount of "market discount" on the debt instruments constituting the exchanged Claim.

In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the U.S. Holder's adjusted tax basis in the debt instrument is less than (a) in the case of a debt instrument issued without OID, the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest," or (b) in the case of a debt instrument issued with OID, its "revised issue price," in each of the cases of clauses (a)-(b), by at least a de minimis amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a U.S. Holder on the taxable disposition of a Claim that was acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while the Claim was considered to be held by the U.S. Holder (unless the U.S. Holder elected to include market discount in income as it accrued). To the extent that the Claims that were acquired with market discount are exchanged in a reorganization or other tax-free transaction for other property (as may occur pursuant to the Recapitalization Transaction), any market discount that accrued on the Claims (i.e., up to the time of the exchange) but was not recognized by the U.S. Holder is carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption, or other disposition of the property is treated as ordinary income to the extent of the accrued, but not recognized, market discount with respect to the exchanged debt instrument.

HOLDERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE APPLICATION OF THE MARKET DISCOUNT RULES TO THEIR CLAIMS.

7. Dividends on New Equity and Constructive Dividends on New Jones Act Warrants.

Any distributions made on account of New Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Hornbeck as determined under U.S. federal income tax principles. To the extent that a U.S. Holder receives a total amount of distributions that exceeds such current and accumulated earnings and profits, such distributions will be treated (a) first, as a non-taxable return of capital and reduce the U.S. Holder's basis in its New

Equity, and (b) second, any portion of such distributions in excess of the U.S. Holder's basis in its New Equity (determined on a share-by-share basis) generally will be treated as capital gain.

Any such dividends on New Equity paid to U.S. Holders that are corporations generally will be eligible for the dividends-received deduction so long as the distributing corporation has earnings and profits at least equal to the amount of such dividends prior to the distribution of such dividends. However, the dividends-received deduction is only available if such Holder satisfies certain holding period requirements with respect to its New Equity. Such holding period is reduced for any period during which such Holder's risk of loss with respect to the New Equity is diminished by reason of the existence of certain options, contracts to sell, short sales, or similar transactions. In addition, to the extent that such Holder's investment in the New Equity on which the dividend is paid is directly attributable to indebtedness incurred, all or a portion of the dividends-received deduction may be disallowed.

Under section 305 of the Code, certain transactions that affect an increase in the proportionate interest of a shareholder or warrant holder (treating warrants as stock for this purpose) in a corporation's assets are treated as creating deemed distributions to such shareholder or warrant holder in respect of such "stock" interest. Any deemed distribution will be taxed and reported to the IRS in the same manner as an actual distribution on stock (described above), and thus could potentially be taxable as a dividend (in whole or in part), despite the absence of any actual payment of cash (or property) to the holder in connection with such distribution. In particular, a holder of a New Jones Act Warrant may be entitled to certain adjustments to the amount of stock receivable upon exercise of such New Jones Act Warrant and/or the exercise price thereof as a result of cash distributions on and certain other distributions or adjustments with respect to the New Equity, including with respect to any "anti-dilution" rights. As a result, under certain circumstances, a U.S. Holder of a New Jones Act Warrant may be treated as receiving a constructive distribution for U.S. federal income tax purposes, which would be taxable in a manner similar to an ordinary distribution on stock (as described above).

U.S. Holders should consult their tax advisors as to the tax consequences of holding New Jones Act Warrants (which, as previously indicated, is assumed to be properly treated as "stock" for U.S. federal income tax purposes) and of the possibility that the holder will be treated as receiving constructive distributions with respect to such New Jones Act Warrants.

8. Sale, Redemption, or Repurchase of New Equity, New Jones Act Warrants, and New Creditor Warrants.

U.S. Holders generally will recognize capital gain or loss upon the sale, redemption, retirement or other taxable disposition of New Equity, New Jones Act Warrants, or New Creditor Warrants unless such disposition occurs pursuant to a reorganization or other tax-free transaction. Such capital gain will be long-term capital gain if at the time of the sale, redemption, retirement or other taxable disposition, the U.S. Holder held the New Equity, New Jones Act Warrants or New Creditor Warrants for more than one year. Long-term capital gains of an individual taxpayer generally are taxed at preferential rates. Under the recapture rules of section 108(e)(7) of the Code, a U.S. Holder may be required to treat gain recognized on such dispositions of the New Equity, New Jones Act Warrants or New Creditor Warrants as ordinary income if such U.S. Holder took a bad debt deduction with respect to its Claim or recognized an ordinary loss on the exchange of its Claim for New Equity, New Jones Act Warrants or New Creditor Warrants.

9. Limitation on Use of Capital Losses.

A U.S. Holder of a Claim who recognizes capital losses as a result of the transactions undertaken pursuant to the Plan will be subject to limits on the use of such capital losses. For a non-corporate U.S. Holder, capital losses may be used to offset any capital gains recognized (without regard to holding periods), and also ordinary income recognized to the extent of the lesser of (a) $3,000 ($1,500 for married individuals

filing separate returns) or (b) the excess of such capital losses over such capital gains. A non-corporate U.S. Holder may carry over unused capital losses recognized and apply them against future capital gains recognized and a portion of their ordinary income recognized for an unlimited number of years. For corporate U.S. Holders, capital losses recognized may only be used to offset capital gains recognized. A corporate U.S. Holder that recognizes more capital losses than may be used in a tax year may carry back unused capital losses to the three years preceding the capital loss year or may carry over unused capital losses for the five years following the capital loss year.

HOLDERS SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE RECOGNITION OF GAIN OR LOSS FOR FEDERAL INCOME TAX PURPOSES ON THE SATISFACTION OF THEIR CLAIMS.

10. Certain Considerations Regarding the Exit Second Lien Facility.

(a) Acquisition Premium and Bond Premium.

If a U.S. Holder of a First Lien Claim receives an initial tax basis in the Exit Second Lien Facility that is less than or equal to the stated redemption price at maturity of such debt instrument, but greater than the adjusted issue price of such instruments, the U.S. Holder should be treated as acquiring such debt instruments with an "acquisition premium." Unless an election is made, the U.S. Holder generally should reduce the amount of OID otherwise includible in gross income for an accrual period by an amount equal to the amount of OID otherwise includible in gross income multiplied by a fraction, the numerator of which is the excess of the U.S. Holder's initial tax basis in its interest in such debt instrument over such debt instrument's adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on such debt instrument (other than amounts that are "qualified stated interest") over its adjusted issue price.

If a U.S. Holder of a First Lien Claim receives an initial tax basis in the Exit Second Lien Facility that exceeds the stated redemption price at maturity of such debt instrument, such U.S. Holder will not have to include any OID on the Exit Second Lien Facility in gross income and should be treated as acquiring such debt instrument with "bond premium." Such U.S. Holder generally may elect to amortize the bond premium over the term of such debt instrument on a constant yield method as an offset to interest when includible in income under such U.S. Holder's regular accounting method. If a U.S. Holder does not elect to amortize the premium, that premium may decrease the gain or increase the loss such U.S. Holder would otherwise recognize on disposition of such debt instrument.

(b) Issue Price, OID, and Interest with Respect to the Exit Second Lien Facility.

The consideration received by Holders of the First Lien Claims, which may include some combination of New Equity, New Jones Act Warrants, the Exit Second Lien Facility, and First Lien Subscription Rights, or for Non-Eligible Holders, Cash and the Exit Second Lien Facility, would likely be treated as an investment unit issued in exchange for the First Lien Claims to the extent any pro rata share of the Exit Second Lien Facility is received on account of such Claims. In such case, the issue price of the Exit Second Lien Facility will depend, in part, on the issue price of the investment unit, and the respective fair market values of the elements of consideration that compose the investment unit. The issue price of an investment unit is generally determined in the same manner as the issue price of a debt instrument. As a result, the issue price of the investment unit will depend on whether the investment unit is considered, for U.S. federal income tax purposes and applying rules similar to those applied to debt instruments, to be traded on an established securities market. In general, a debt instrument will be treated as traded on an established securities market if, at any time during the 31-day period ending 15 days after the issue date, (a) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made

available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments, (b) a "firm" price quote for the debt instrument is available from at least one broker, dealer or pricing service for property, and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property, or (c) there are one or more "indicative" quotes available from at least one broker, dealer or pricing service for property. Whether the investment unit should be considered "publicly traded" may not be known until after the Effective Date.

If the investment unit is considered to be traded on an established market, the issue price of the investment unit would be the fair market value of the investment unit on the date the Exit Second Lien Facility is issued. The law is somewhat unclear on whether an investment unit is treated as publicly traded if some, but not all, elements of such investment unit are publicly traded. In such a case, it is unclear whether the issue price of the investment unit is determined by reference to (a) the fair market value of the investment unit or (b) by reference to the fair market value of the First Lien Claims. In particular, if one of the First Lien Claims are publicly traded but one or more is not, although not free from doubt, it may be the case that the trading value of the Exit Second Lien Facility that is publicly traded will ultimately determine their issue price notwithstanding the potential application of the investment unit rules.

An issuer's allocation of the issue price of an investment unit is binding on all Holders of the investment unit unless a Holder explicitly discloses a different allocation on a timely filed income tax return for the taxable year that includes the acquisition date of the investment unit.

The First Lien Claims and the investment unit comprising the consideration received in exchange therefor, may be traded on an established securities market for the purposes described above even if no trade actually occurs and there are merely firm or indicative quotes with respect to such First Lien Claims or investment unit.

A debt instrument, such as the Exit Second Lien Facility, is treated as issued with OID for U.S. federal income tax purposes if its issue price is less than its stated redemption price at maturity by more than a de minimis amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity). A debt instrument's stated redemption price at maturity includes all principal and interest payable over the term of the debt instrument, other than "qualified stated interest." Stated interest payable at a fixed rate is "qualified stated interest" if it is unconditionally payable in cash at least annually. The terms of the Exit Second Lien Facility have not yet been determined; to the extent not all the interest on the Exit Second Lien Facility is unconditionally payable in cash at least annually, the Exit Second Lien Facility may be considered to be issued with OID. Moreover, the Exit Second Lien Facility could be treated as issued with OID to the extent the issue price of the Exit Second Lien Facility is less than its stated principal amount.

A U.S. Holder (whether a cash or accrual method taxpayer) generally should be required to include OID in gross income (as ordinary income) as the OID accrues (on a constant yield to maturity basis), in advance of the U.S. Holder's receipt of cash payments attributable to this OID. In general, the amount of OID includible in the gross income of a U.S. Holder should be equal to a ratable amount of OID with respect to the Exit Second Lien Facility for each day in an accrual period during the taxable year or portion of the taxable year in which a U.S. Holder held the Exit Second Lien Facility. An accrual period may be of any length and the accrual periods may vary in length over the term of the Exit Second Lien Facility, provided that each accrual period is no longer than one year and each scheduled payment of principal or interest occurs either on the final day of an accrual period or on the first day of an accrual period. The amount of OID allocable to any accrual period is an amount equal to the excess, if any, of (a) the product of (i) the adjusted issue price of the Exit Second Lien Facility at the beginning of such accrual period, and (ii) its

yield to maturity, determined on the basis of a compounding assumption that reflects the length of the accrual period, over (b) the sum of the stated interest payments on the Exit Second Lien Facility allocable to the accrual period.

If interest other than qualified stated interest is paid in cash on the Exit Second Lien Facility, a U.S. Holder should not be required to adjust its OID inclusions. Instead, each payment made in cash under the Exit Second Lien Facility should be treated first as a payment of any accrued OID that has not been allocated to prior payments and second as a payment of principal. A U.S. Holder generally should not be required to include separately in income cash payments received on the Exit Second Lien Facility to the extent such payments constitute payments of previously accrued OID. The OID rules are complex and U.S. Holders are urged to consult their tax advisors regarding the application of the OID rules to the Exit Second Lien Facility, as applicable.

11. Medicare Tax.

Certain U.S. Holders that are individual, estates, or trusts are required to pay an additional 3.8% tax on, among other things, dividends and gains from the sale or other disposition of capital assets. U.S. Holders that are individuals, estates, or trusts should consult their tax advisors regarding the effect, if any, of this tax provision on their ownership and disposition of the New Equity, New Jones Act Warrants, New Creditor Warrants, and Exit Second Lien Facility.

D. Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders of Certain Claims.

The following discussion assumes that the Debtors will structure the Restructuring Transactions currently contemplated by the Plan and includes only certain U.S. federal income tax consequences of the Restructuring Transactions to Non-U.S. Holders. The discussion does not include any non-U.S. tax considerations. The rules governing the U.S. federal income tax consequences to Non-U.S. Holders are complex, and each Non-U.S. Holder should consult its tax advisor regarding the U.S. federal, state, and local and the non-U.S. tax consequences of the consummation of the Plan to such Non-U.S. Holders.

Whether a Non-U.S. Holder realizes gain or loss pursuant to the transactions undertaken as part of the Plan and the amount of such gain or loss is determined in the same manner as set forth above in connection with U.S. Holders.

1. Gain Recognition on Exchange of Claims.

To the extent that the Restructuring Transactions are treated as a taxable exchange or otherwise result in the recognition of taxable gain for U.S. federal income tax purposes, any gain realized by a Non-U.S. Holder on the exchange of its Claim generally will not be subject to U.S. federal income taxation unless (a) the Non-U.S. Holder is an individual who was present in the U.S. for 183 days or more during the taxable year in which the Restructuring Transactions occur and certain other conditions are met, or (b) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business in the U.S. (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the U.S.).

If the first exception applies, to the extent that any gain is taxable, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of the exchange. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal

income tax with respect to any gain realized on the exchange in the same manner as a U.S. Holder. To claim an exemption from withholding tax, such Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI (or such successor form as the IRS designates). In addition, if such a Non-U.S. Holder is a corporation, it may be subject to a branch profits tax equal to 30 percent (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

2. Interest Payments; Accrued Interest (and OID).

Payments to a Non-U.S. Holder that are attributable to either (a) interest on (or OID accruals with respect to) debt received under the Plan, or (b) accrued but unpaid interest on their Claim, generally will not be subject to U.S. federal income or withholding tax, provided that the withholding agent has received or receives, prior to payment, appropriate documentation (generally, IRS Form W-8BEN or W-8BEN-E) establishing that the Non-U.S. Holder is not a U.S. person, unless:

- the Non-U.S. Holder actually or constructively owns 10 percent or more of the total combined voting power of all classes of equity of the Debtor obligor on a Claim (in the case of consideration received in respect of accrued but unpaid interest) or Reorganized Hornbeck on the debt received under the Plan (in the case of interest payments with respect thereto);

- the Non-U.S. Holder is a "controlled foreign corporation" that is a "related person" with respect to the Debtor obligor (each, within the meaning of the Code);

- the Non-U.S. Holder is a bank receiving interest described in section 881(c)(3)(A) of the Code; or

- such interest (or OID) is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States (in which case, provided the Non-U.S. Holder provides a properly executed IRS Form W-8ECI (or successor form) to the withholding agent, the Non-U.S. Holder (x) generally will not be subject to withholding tax, but (y) will be subject to U.S. federal income tax in the same manner as a U.S. Holder (unless an applicable income tax treaty provides otherwise), and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the accrued but unpaid interest at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

A Non-U.S. Holder that does not qualify for exemption from withholding tax with respect to interest that is not effectively connected income generally will be subject to withholding of U.S. federal income tax at a 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on (a) interest on debt received under the Plan and (b) payments that are attributable to accrued but unpaid interest on such Non-U.S. Holder's Claim. For purposes of providing a properly executed IRS Form W-8BEN or W-8BEN-E, special procedures are provided under applicable Treasury Regulations for payments through qualified foreign intermediaries or certain financial institutions that hold customers' securities in the ordinary course of their trade or business.

3. Dividends on New Equity and Constructive Dividends on New Jones Act Warrants.

Any distributions made on account of New Equity will constitute dividends for U.S. federal income tax purposes to the extent of the current or accumulated earnings and profits of Reorganized Hornbeck as determined under U.S. federal income tax principles. To the extent that a Non-U.S. Holder receives a total amount of distributions that exceeds such current and accumulated earnings and profits, such distributions

will be treated (a) first, as a non-taxable return of capital and reduce the Non-U.S. Holder's basis in its New Equity, and (b) second, any portion of such distributions in excess of the Non-U.S. Holder's basis in its New Equity (determined on a share-by-share basis) generally will be treated as capital gain. Any such distributions described in clause (b) generally will be treated as capital gain from a sale or exchange (and the respective excess distributions as proceeds from a sale or exchange; see the section entitled "Sale, Redemption, or Repurchase of New Equity" below).

Except as described below, any such dividends paid with respect to New Equity held by a Non-U.S. Holder that are not effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (or if an income tax treaty applies, are not attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) will be subject to U.S. federal withholding tax at a rate of 30 percent (or lower treaty rate or exemption from tax, if applicable). A Non-U.S. Holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by filing IRS Form W-8BEN or W-8BEN-E (or a successor form) upon which the Non-U.S. Holder certifies, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate or exemption from tax with respect to such payments. Dividends paid with respect to New Equity held by a Non-U.S. Holder that are effectively connected with a Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, are attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States) generally will be subject to U.S. federal income tax in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to such Non-U.S. Holder's effectively connected earnings and profits that are attributable to the dividends at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

As discussed above, under certain circumstances, a holder of a New Jones Act Warrant may be treated as receiving a constructive distribution for U.S. federal income tax purposes, which would be taxable in a manner similar to an ordinary distribution on stock (as described above). Non-U.S. Holders should consult their tax advisors as to the tax consequences of receiving constructive dividends. If Reorganized Hornbeck is required to pay any withholding taxes in connection with any constructive dividends allocable to a Non-U.S. Holder, Reorganized Hornbeck may reduce other payments or amounts owing to the Non-U.S. Holder on account of such payment.

4. Sale, Redemption, or Repurchase of New Equity, New Jones Act Warrants, and New Creditor Warrants.

A Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to any gain realized on the sale or other taxable disposition (including a cash redemption) of New Equity, New Jones Act Warrants, or New Creditor Warrants unless:

- such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition or who is subject to special rules applicable to former citizens and residents of the United States;
- such gain is effectively connected with such Non-U.S. Holder's conduct of a U.S. trade or business (and if an income tax treaty applies, such gain is attributable to a permanent establishment maintained by such Non-U.S. Holder in the United States); or
- in the case of the sale of New Equity, New Jones Act Warrants, or New Creditor Warrants, the Reorganized Debtors are or have been during a specified testing period a "U.S. real property holding corporation" (a "USRPHC") for U.S. federal income tax purposes.

If the first exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty) on the amount by which such Non-U.S. Holder's capital gains allocable to U.S. sources exceed capital losses allocable to U.S. sources during the taxable year of disposition. If the second exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax with respect to such gain in the same manner as a U.S. Holder, and a Non-U.S. Holder that is a corporation for U.S. federal income tax purposes may also be subject to a branch profits tax with respect to earnings and profits effectively connected with a U.S. trade or business that are attributable to such gains at a rate of 30 percent (or at a reduced rate or exemption from tax under an applicable income tax treaty).

If the third exception applies, the Non-U.S. Holder generally will be subject to U.S. federal income tax on any gain recognized on the disposition of all or a portion of its New Equity, New Jones Act Warrants, and New Creditor Warrants under the Foreign Investment in Real Property Tax Act ("FIRPTA"). Taxable gain from the disposition of an interest in a USRPHC (generally equal to the difference between the amount realized and such Non-U.S. Holder's adjusted tax basis in such interest) will constitute effectively connected income. Further, the buyer of the New Equity, New Jones Act Warrants, and New Creditor Warrants will be required to withhold a tax equal to 15 percent of the amount realized on the sale. The amount of any such withholding would be allowed as a credit against the Non-U.S. Holder's federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the Non-U.S. Holder properly and timely files a tax return with the IRS. Any class of stock that is regularly traded on an established securities market is, however, excepted from treatment as a USRPI if the holder of such stock does not, at any time during an applicable measuring period, own more than 5% of that class of stock. A similar exception applies with respect to interests in corporations that have a class of stock that is regularly traded. The Debtors do not currently anticipate that Reorganized Hornbeck will be a USRPHC.

5. FATCA.

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions and certain other foreign entities must report certain information with respect to their U.S. account holders and investors or be subject to withholding at a rate of 30 percent on the receipt of "withholdable payments." For this purpose, "withholdable payments" are generally U.S.-source payments of fixed or determinable, annual or periodical income (including dividends, if any, on the New Equity and New Jones Act Warrants), and, subject to the paragraph immediately below, also include gross proceeds from the sale of any property of a type which can produce U.S.-source interest or dividends (which would include the New Equity, New Jones Act Warrants, and Exit Second Lien Facility). FATCA withholding will apply even if the applicable payment would not otherwise be subject to U.S. federal nonresident withholding.

FATCA withholding rules currently only apply to U.S.-source payments of fixed or determinable, annual or periodic income. FATCA withholding rules were previously scheduled to take effect on January 1, 2019 that would have applied to payments of gross proceeds from the sale or other disposition of property of a type that can produce U.S. source interest or dividends. However, such withholding has effectively been suspended under proposed Treasury Regulations that may be relied on until final regulations become effective. Nonetheless, there can be no assurance that a similar rule will not go into effect in the future. Each Non-U.S. Holder should consult its tax advisor regarding the possible impact of these rules on such Non-U.S. Holder's ownership of the New Equity, New Jones Act Warrants, and Exit Second Lien Facility.

6. Information Reporting and Back-Up Withholding.

The Debtors and Reorganized Debtors will withhold all amounts required by law to be withheld from payments of interest and dividends. Under the backup withholding rules, a Holder of a Claim may be subject to backup withholding with respect to distributions or payments made pursuant to the Plan unless,

in the case of a U.S. Holder, such U.S. Holder provides a properly executed IRS Form W-9 and, in the case of Non-U.S. Holder, such Non-U.S. Holder provides a properly executed applicable IRS Form W-8 (or otherwise establishes such Non-U.S. Holder's eligibility for an exemption). Backup withholding is not an additional tax but is, instead, an advance payment that may entitle the Holder to a refund from the IRS to the extent it results in an overpayment of tax, provided that the required information is timely provided to the IRS.

The Debtors and Reorganized Debtors will comply with all applicable reporting requirements of the Code. In general, information reporting requirements may apply to distributions or payments made to a Holder of a Claim under the Plan. In addition, from an information reporting perspective, the Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND U.S. FEDERAL INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTIONS CONTEMPLATED BY THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

[*Remainder of page intentionally left blank.*]

XIV. RECOMMENDATION

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that holders of Claims entitled to vote on the Plan vote to accept the Plan and support Confirmation of the Plan.

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.

Exhibit A

Plan of Reorganization

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-_____ ( )
Debtors.	)	(Joint Administration Requested)

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.

TABLE OF CONTENTS

Page

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) 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) 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]

(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

[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.

(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 of non-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 any Non-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 (½) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (½) 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

Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules attached hereto in accordance with Section 16.02 hereof, this "**Agreement**") is made and entered into as of April 10, 2020 (the "**Execution Date**"), by and among the following parties, severally and not jointly, and each in the capacity set forth on its signature page to this Agreement (each of the following described in sub-clauses (i) through (v) of this preamble, collectively, the "**Parties**"):[1]

i. Hornbeck Offshore Services, Inc. (the "**Company**" or "**Hornbeck**"), a corporation duly organized and existing under the laws of the State of Delaware, and each of its subsidiaries party hereto and any successors thereto (collectively with the Company, the "**Company Parties**");

ii. the undersigned holders, or the undersigned managers, beneficial holders, general partners or investment advisors of holders (but only in their respective capacities as the managers, beneficial holders, general partners or investment advisors of such holders), of ABL Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to the Notice Parties (such holders (or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders) in this clause (ii), collectively with their permitted assigns and any subsequent holder of ABL Claims that becomes party hereto in accordance with the terms hereof, the "**Consenting ABL Lenders**");

iii. the undersigned holders, or the undersigned managers, beneficial holders, general partners or investment advisors of holders (but only in their respective capacities as the managers, beneficial holders, general partners or investment advisors of such holders), of First Lien Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to the Notice Parties (such holders (or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders) in this clause (iii), collectively with their permitted assigns and any subsequent holder of First Lien Claims that becomes party hereto in accordance with the terms hereof, the "**Consenting First Lien Lenders**");

[1] Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

iv. the undersigned holders, or the undersigned managers, beneficial holders, general partners or investment advisors of holders (but only in their respective capacities as the managers, beneficial holders, general partners or investment advisors of such holders), of Second Lien Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to the Notice Parties (such holders (or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders) in this clause (iv), collectively with their permitted assigns and any subsequent holder of Second Lien Claims that becomes party hereto in accordance with the terms hereof, the "**Consenting Second Lien Lenders**" and together with the Consenting ABL Lenders and the Consenting First Lien Lenders, the "**Consenting Secured Lenders**"); and

v. the undersigned holders, or the undersigned managers, beneficial holders, general partners or investment advisors of holders (but only in their respective capacities as the managers, beneficial holders, general partners or investment advisors of such holders), of Unsecured Notes Claims (such holders (or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders) in this clause (v), collectively with their permitted assigns and any subsequent holder of Unsecured Notes Claims that becomes party hereto in accordance with the terms hereof, the "**Consenting Unsecured Noteholders**" and collectively, with the Consenting Secured Lenders, the "**Consenting Creditors**").[2]

RECITALS

WHEREAS, the Company Parties and the Consenting Creditors have in good faith and at arms' length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties' capital structure on the terms: (a) set forth in this Agreement and (b) as specified in that certain Restructuring Term Sheet, attached as **Exhibit A** hereto (the "**Restructuring Term Sheet**" and, such transactions as described in and implemented in accordance with the terms of this Agreement and the Restructuring Term Sheet, the "**Restructuring Transactions**");

WHEREAS, the Company Parties intend to implement the Restructuring Transactions by commencing voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the "**Chapter 11 Cases**");

WHEREAS, subject to the terms of this Agreement, the Parties have agreed to take certain actions in support of the Restructuring Transactions; and

WHEREAS, the Parties desire to express their mutual support and commitment in respect of the Restructuring Transactions, including with respect to the consummation of the Plan on the terms and conditions contained in this Agreement and the Restructuring Term Sheet.

[2] References herein to a percentage of holders of Claims refer to the percentage of the total outstanding principal amount of the applicable Claims held by such Claim holder.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, severally and not jointly, intending to be legally bound hereby, agrees as follows:

AGREEMENT

Section 1. ***Definitions and Interpretation*.**

1.01. Definitions. The following terms shall have the following definitions:

"**2020 Notes**" means the 5.875% Senior Notes due 2020 issued pursuant to the 2020 Notes Indenture.

"**2020 Notes Indenture**" means that certain indenture dated as of March 16, 2012, as may be amended, restated, or otherwise supplemented from time to time, for the 2020 Notes by and among Hornbeck, each of the guarantors party thereto, and the 2020 Notes Indenture Trustee.

"**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.

"**2021 Notes**" means the 5.000% Senior Notes due 2021 issued pursuant to the 2021 Notes Indenture.

"2021 Notes Indenture" means that certain indenture dated as of March 28, 2013, as may be amended, restated, or otherwise supplemented from time to time, for the 2021 Notes by and among Hornbeck, the guarantors party thereto, and the 2021 Notes Indenture Trustee.

"**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.

"**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.

"**ABL Agent Representatives**" means Thompson Hine LLP, and any local counsel to the ABL Agent.

"**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 the Company, 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 the

Company, each of the guarantors from time to time party thereto, and the ABL Agent, as amended, restated, supplemented or otherwise modified from time to time, among the Company, each of the guarantors from time to time party thereto, each of the lenders from time to time party thereto, and the ABL Agent.

"**ABL Claims**" means any Claim derived from, based upon, or arising under the ABL Credit Agreement.

"**ABL Documents**" means, collectively, the ABL Credit Agreement and any security documents and any other collateral, guarantee, and ancillary documents, including any applicable forbearance agreement, executed in connection with the ABL Credit Agreement.

"**ABL Forbearance Agreement**" means that certain forbearance agreement attached hereto as Exhibit E.1.

"**ABL Lenders**" means the lenders from time to time party to the ABL Credit Agreement.

"**ABL Lender Representatives**" means Brown Rudnick LLP, and any local counsel to the ABL Agent.

"**Affiliate**" means, with respect to any person, any other person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean, with respect to any Person, (x) the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, limited liability company or other ownership interests, by contract or otherwise) of such Person or (y) solely with respect to Affiliates of Consenting Creditors, the investment or voting discretion or control with respect to discretionary accounts of such Person.

"**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.

"**Agents/Trustees**" means, collectively, each of the Agents and the Unsecured Notes Indenture Trustees.

"**Agreement**" has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 16.02 of this Agreement.

"**Agreement Effective Date**" means the date on which the conditions set forth in Section 2 of this Agreement have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

"**Agreement Effective Period**" means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.

"**Alternative Restructuring Proposal**" means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, repurchase, refinancing, extension or repayment of a material portion of the Company's or any Company Party's funded debt (in each case, outside of the ordinary course of business), liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.

"**Backstop and Direct Investment Agreement**" means that certain backstop and investment agreement that will govern certain matters related to the Equity Rights Offering.

"**Bankruptcy Code**" means Title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Southern District of Texas presiding over the Chapter 11 Cases.

"**Business Day**" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

"**Causes of Action**" means any claims, interests, damages, remedies, causes of action, demands, rights, actions, 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.

"**Chapter 11 Cases**" has the meaning set forth in the recitals to this Agreement.

"**Claim**" has the meaning ascribed to it in section 101(5) of the Bankruptcy Code.

"**Company**" has the meaning set forth in the preamble hereto.

"**Company Claims/Interests**" means any Claim against, or Interest in, a Company Party, including the ABL Claims, First Lien Claims, the Second Lien Claims, and the Unsecured Notes Claims.

"**Company Counsel**" means Kirkland and Ellis LLP.

"**Company Parties**" has the meaning set forth in the preamble hereto.

"**Competitor**" means a competitor of the Company, Company Party or any of their Affiliates 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, which competitor is identified on a written list provided on behalf of the Consenting Creditors to the Company via email on the date hereof.

"**Confidentiality Agreement**" means an executed confidentiality agreement or nondisclosure agreement, including, but not limited to, with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement, in connection with any proposed Restructuring Transactions.

"**Confirmation**" means entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

"**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.

"**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan.

"Consenting ABL Lenders" has the meaning set forth in the preamble to this Agreement.

"**Consenting Creditor Fees and Expenses**" means the reasonable and documented fees and expenses on the efforts to implement the Restructuring Transactions and not previously paid by, or on behalf of, the Company Parties, of (i) the Consenting Creditor Representatives and (ii) Thompson Hine LLP, as counsel to Wilmington Trust, N.A., in its capacity as ABL Agent, First Lien Agent, Second Lien Agent and DIP Agent; in each case, in accordance with the engagement letters of such consultant or professional (which, in the case of advisors other than counsel, shall be signed by or reasonably acceptable to the Company Parties), including, without limitation, any restructuring or completion fees contemplated therein, and in each case, without further order of, or application to, the Bankruptcy Court by such consultant or professionals.

"**Consenting Creditors**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Creditor Representatives**" means the ABL Lender Representatives, Secured Lender Group Representatives, and Noteholder Committee Representatives.

"**Consenting First Lien Lenders**" has the meaning set forth in the preamble to this Agreement.

"**Consenting Second Lien Lenders**" has the meaning set forth in the preamble to this Agreement.

"Consenting Secured Lenders" has the meaning set forth in the preamble to this Agreement.

"Consenting Unsecured Noteholders" has the meaning set forth in the preamble to this Agreement.

"**Debtors**" means Hornbeck and its Affiliates that file chapter 11 petitions.

"**Definitive Documents**" means the documents set forth in Section 3.01 of this Agreement.

"**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 to the DIP Credit Agreement, or any administrative agent as permitted by the terms set forth in the DIP Credit Agreement.

"**DIP Claims**" means any Claim against the Debtors arising under, derived from, or based upon the DIP Facility or the DIP Credit Agreement.

"**DIP Commitments**" has the meaning ascribed to the term Commitments in the DIP Credit Agreement, *provided, however*, that each DIP Commitment Party shall be permitted to allocate their respective funding obligation with respect to the DIP Commitments to any Affiliate designee, and the rights and obligations with respect to such DIP Commitments shall be calculated accordingly.

"**DIP Commitment Party**" means the parties that commit severally, and not jointly, to fund the DIP Facility.

"**DIP Credit Agreement**" means that certain credit agreement evidencing the DIP Facility in accordance with the terms and conditions of, and subject in all respects to the DIP Facility Term Sheet and the DIP Order.

"**DIP Documents**" means all Loan Documents, as defined in the DIP Credit Agreement.

"**DIP Facility**" means the $75 million debtor-in-possession term loan facility to be provided to the Company Parties in accordance with the terms and conditions of, and subject in all respects to, the DIP Facility Term Sheet and the DIP Order.

"**DIP Facility Term Sheet**" means the term sheet setting forth the terms and conditions of the DIP Facility, attached as **Exhibit B** hereto.

"**DIP Motion**" means the motion filed by the Debtors seeking entry of an interim and final DIP Order.

"**DIP Order**" means the interim or final, as applicable, order of the Bankruptcy Court setting forth the terms of debtor-in-possession financing and use of cash collateral, which shall be

consistent with the DIP Facility Term Sheet and shall provide for the payment of the fees and expenses of the Consenting Unsecured Noteholders subject to and in accordance with Section 16.21.

"**Disclosure Statement**" means the related disclosure statement with respect to the Plan.

"**Entity**" shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

"**Equity Rights Offering**" means the rights offering of New Equity to be issued by Reorganized Hornbeck in exchange for $100 million in cash on the terms and conditions set forth in the Restructuring Term Sheet and the Equity Rights Offering Documents.

"**Equity Rights Offering Documents**" means collectively, the Backstop and Direct Investment 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.

"**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.

"**Execution Date**" has the meaning set forth in the preamble to this Agreement.

"**Exit Facility**" means the post-petition financing facility on the conditions set forth in the Exit Facility Documents.

"**Exit Facility Documents**" means the agreements and related documents governing the Exit Facility.

"**First Day Pleadings**" means the first-day pleadings that the Company Parties determine are necessary or desirable to file.

"**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.

"**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.

"**First Lien Loan Documents**" means, collectively, the First Lien Credit Agreement and any security documents and any other collateral, guarantee, and ancillary documents, including any applicable forbearance agreement, executed in connection with the First Lien Credit Agreement.

"**First Lien Loans**" means loans outstanding under the First Lien Credit Agreement.

"**First Lien Agent Representatives**" means Thompson Hine LLP, and any local counsel to the First Lien Agent.

"**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 the Company, 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 the Company, 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 the Company, Hornbeck Offshore Services LLC as co-borrower, the lenders party thereto and Wilmington Trust, National Association, as administrative and collateral agent for the lenders party thereto as 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.

"**First Lien Claims**" means any Claims against any Debtor derived from, based upon, or arising under the First Lien Credit Agreement.

"**First Lien Forbearance Agreement**" means that certain forbearance agreement attached hereto as Exhibit E.2.

"**Forbearance Agreements**" means the ABL Forbearance Agreement, First Lien Forbearance Agreement, Second Lien Forbearance Agreement, and Unsecured Notes Forbearance Agreement.

"**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 the board of directors of Hornbeck).

"**Interest**" means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement).

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended, supplemented, or modified from time to time.

"**Joinder**" means a joinder to this Agreement substantially in the form attached hereto as **Exhibit C**.

"**Law**" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

"**Management Incentive Plan**" means the Management Incentive Plan to be implemented with respect to Reorganized Hornbeck (and/or its subsidiaries) on and after the effective date of the Plan, for distributions of the New Equity to its participants on terms and conditions reasonably acceptable to the Company Parties and the Required Consenting Creditors.

"**Milestones**" means the milestones set forth in Section 4 of this Agreement.

"**New Equity**" means the common stock, limited liability company membership units, or functional equivalent thereof of Reorganized Hornbeck to be issued on the Plan Effective Date subject to the terms and conditions set forth in the Restructuring Term Sheet and the New Stockholders Agreement.

"**New Corporate Governance Documents**" means the form of certificate or articles of incorporation, bylaws, limited liability company agreement, partnership agreement, and such other applicable formation, organizational and governance documents (if any) of Reorganized Hornbeck, the material terms of each of which shall be included in the Plan Supplement.

"**New Stockholders Agreement**" means that certain shareholders agreement that will govern certain matters related to the governance of Reorganized Hornbeck and the New Equity, the material terms of which shall be included in the Plan Supplement.

"**New Warrants**" means the warrants to purchase New Equity of Reorganized Hornbeck to be issued on the Plan Effective Date subject to the terms and conditions set forth in the Restructuring Term Sheet, the New Warrant Agreement and the New Stockholders Agreement.

"**New Warrant Agreement**" means that certain warrant agreement that will govern the New Warrants to be entered into by Reorganized Hornbeck and a warrant agent reasonably satisfactory to satisfactory to the Company Parties and the Required Consenting Unsecured Noteholders, the material terms of which shall be included in the Plan Supplement.

"**Non-Debtor Loan Party**" means any Obligor (as defined in the ABL Credit Agreement), Loan Party (as defined in each of the First Lien Credit Agreement and Second Lien Credit Agreement), or Guarantor (as defined in the Unsecured Notes Indentures) in each case, that is not a Debtor.

"**Noteholder Committee**" means the group or committee of the Consenting Noteholders represented by Milbank LLP.

"**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.

"**Notice Parties**" has the meaning given to it in Section 16.11 of this Agreement.

"**Parties**" has the meaning set forth in the preamble to this Agreement.

"**Permitted Transferee**" means each transferee of any Company Claims/Interests who meets the requirements of Section 10.01 of this Agreement.

"**Petition Date**" means the first date any of the Company Parties commences a Chapter 11 Case.

"**Plan**" means the Debtors' joint plan of reorganization that will effectuate the Restructuring Transactions on the terms and conditions set forth in this Agreement and the Restructuring Term Sheet.

"**Plan Effective Date**" means the occurrence of the effective date of the Plan according to its terms.

"**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.

"**Qualified Marketmaker**" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

"**Related Party**" means, with respect to any person or Entity, each of, and in each case in its capacity as such, current and former directors, managers, officers, investment committee members, special or other committee members, members of any Governing Body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an Entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors of such person or Entity, and any such person's or Entity's respective heirs, executors, estates, and nominees.

"**Releases**" means the releases contained in Section 9 of this Agreement.

"**Releasing Parties**" means, collectively, each Releasing Company Party and each Releasing Consenting Creditor Party.

"**Released Claim**" has the meaning ascribed to such term in Section 9.01.

"**Releasing Company Party**" means each of the Company Parties and, to the maximum extent permitted by Law, each of their respective Affiliates and Related Parties.

"**Releasing Consenting Creditor Parties**" means, each of, and in each case in its capacity as such: (a) the Consenting Creditors; (b) the Agents/Trustees; (c) and to the maximum extent permitted by Law, each current and former Affiliate of each Entity in clause (a) through the following clause (d); and (d) to the maximum extent permitted by Law, each Related Party of each Entity in clause (a) through this clause (d).

"**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 Plan Effective Date, including Reorganized Hornbeck.

"**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 Plan 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 Equity and the New Warrants to be distributed pursuant to the Plan.

"**Reorganized Hornbeck Board**" means the board of directors (or other applicable Governing Body) of the Reorganized Hornbeck.

"**Required Consenting Creditors**" means the Required Consenting ABL Lenders, the Required Consenting First Lien Lenders, the Required Consenting Second Lien Lenders and the Required Consenting Unsecured Noteholders.

"**Required Consenting ABL Lenders**" means, as of the relevant date, Consenting ABL Lenders holding greater than 50% of the aggregate outstanding principal amount of ABL Loans that are held by all Consenting ABL Lenders.

"**Required Consenting First Lien Lenders**" means, as of the relevant date, Consenting First Lien Lenders (including at least two Consenting First Lien Lenders that are not Affiliates of one another) holding greater than 50% of the aggregate outstanding principal amount of First Lien Loans that are held by all Consenting First Lien Lenders.

"**Required Consenting Second Lien Lenders**" means, as of the relevant date, Consenting Second Lien Lenders holding greater than 50% of the aggregate outstanding principal amount of Second Lien Loans that are held by all Consenting Second Lien Lenders; *provided* that, for any matter that has a material, adverse and disproportionate effect on the economic interests of holders of Second Lien Claims, the Required Consenting Second Lien Lenders shall mean, as of the relevant date, Consenting Second Lien Lenders (including at least three Consenting Second Lien Lenders that are not Affiliates of one another) holding not less than 66.67% of the aggregate outstanding principal amount of Second Lien Claims that are held by all Consenting Second Lien Lenders.

"**Required Consenting Unsecured Noteholders**" means, as of the relevant date, Consenting Unsecured Noteholders holding greater than 50% of the aggregate outstanding principal amount of Unsecured Notes that are held by all Consenting Unsecured Noteholders; *provided* that, for any matter that has a material, adverse and disproportionate effect on the economic interests of holders of Unsecured Notes Claims, the Required Consenting Unsecured Noteholders shall mean, as of the relevant date, Consenting Unsecured Noteholders (including at least three Consenting Unsecured Noteholders that are not Affiliates of one another) holding not less than 66.67% of the aggregate outstanding principal amount of Unsecured Notes Claims that are held by all Consenting Unsecured Noteholders.

"**Required DIP Facility Lenders**" means Required Lenders, as defined in the DIP Credit Agreement.

"**Restricted Period**" means the period commencing as of the date each Consenting Creditor, as applicable, executes this Agreement until the Termination Date, as to such Consenting Creditor.

"**Restructuring Term Sheet**" has the meaning set forth in the recitals to this Agreement.

"**Restructuring Transactions**" has the meaning set forth in the recitals to this Agreement.

"**Second Lien Lenders**" means the lenders from time to time party to the Second Lien Credit Agreement.

"**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.

"**Second Lien Agent Representatives**" means Thompson Hine LLP, and any local counsel to the Second Lien Agent.

"**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 the Company, 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.

"**Second Lien Claims**" means any Claims derived from, based upon, or arising under the Second Lien Credit Agreement.

"**Second Lien Documents**" means, collectively, the Second Lien Credit Agreement and any security documents and any other collateral, guarantee, and ancillary documents, including any applicable forbearance agreement, executed in connection with the Second Lien Credit Agreement.

"**Second Lien Forbearance Agreement**" means that certain forbearance agreement attached hereto as Exhibit E.3.

"**Secured Lender Group**" means the ad hoc group of Consenting Secured Lenders represented by Davis Polk & Wardwell LLP.

"**Secured Lender Group Representatives**" means Davis Polk & Wardwell LLP, Ducera Partners LLC, Porter Hedges LLP, Creel, García-Cuéllar, Aiza y Enriquez, S.C., Blank Rome LLP and any other local and special counsel to the Secured Lender Group.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Solicitation Materials**" means all solicitation materials with respect to the Plan, including the Disclosure Statement and related ballots.

"**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 Company Parties resulting from the Restructuring Transactions.

"**Termination Date**" means the date on which termination of this Agreement as to a Party is effective in accordance with Section 14.01, 14.02, 14.03 or 14.04 of this Agreement, as applicable.

"**Termination Event**" are the events set forth in Section 14 of this Agreement.

"**Transfer**" has the meaning set forth in Section 10.

"**Transfer Agreement**" means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached as **Exhibit D** hereto.

"**Unsecured Notes Claims**" means any Claim derived from, based upon, or arising under the Unsecured Notes Indentures.

"**Unsecured Notes Forbearance Agreement**" means that certain forbearance agreement attached hereto as Exhibit E.4.

"**Unsecured Notes Indentures**" means the 2020 Notes Indenture and the 2021 Notes Indenture.

"**Unsecured Notes Indenture Trustees**" means the 2020 Notes Indenture Trustee and the 2021 Notes Indenture Trustee.

"**Unsecured Notes Indenture Trustees Representatives**" means Stroock & Stroock & Lavan LLP, and any local counsel to the Indenture Trustees Representatives.

1.02. Interpretation. For purposes of this Agreement:

(a) capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Restructuring Term Sheet;

(b) 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;

(c) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(d) 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 such document shall be substantially in such form or substantially on such terms and conditions;

(e) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(f) unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

(g) the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(h) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(i) references to "shareholders," "stockholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws;

(j) the use of "include" or "including" is without limitation, whether stated or not; and

(k) the word "or" shall not be exclusive.

Section 2. ***Effectiveness of this Agreement.*** This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., prevailing Eastern Time on the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

(a) each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to the Notice Parties;

(b) the following shall have executed and delivered counterpart signature pages of this Agreement to the Company Parties:

(i) holders of 100% of the aggregate principal amount of loans outstanding under the ABL Credit Agreement, inclusive of validly executed but unsettled trades;

(ii) holders of at least 66.67% of the aggregate principal amount of loans outstanding under the First Lien Credit Agreement, inclusive of validly executed but unsettled trades;

(iii) holders of at least 66.67% of the aggregate principal amount of loans outstanding under the Second Lien Credit Agreement, inclusive of validly executed but unsettled trades; and

(iv) holders of at least 66.7% of the aggregate principal amount of outstanding Unsecured Notes, inclusive of validly executed but unsettled trades;

provided, that signature pages executed by Consenting Creditors shall be delivered to the Company Parties in an unredacted form; *provided, further*, that the Company Parties and the advisors to the Company Parties shall not disclose the unredacted signature pages and shall keep such unredacted signature pages in strict confidence, except as may be required by law.

Section 3. ***Definitive Documents.***

3.01. The transactions contemplated herein will be implemented pursuant to various agreements and related documentation (including any amendments, supplements or modifications thereof approved in accordance with the terms of this Agreement, the "**Definitive Documents**"), in each case on substantially the same terms and otherwise consistent in all material respects with the Restructuring Term Sheet, this Agreement and the Plan. The Definitive Documents governing the Restructuring Transactions shall consist of the following: (A) the Plan and the Plan Supplement (and all exhibits, ballots, solicitation procedures, and other documents and instruments related thereto), including any "Definitive Documentation" as defined therein and not explicitly so defined herein; (B) the Confirmation Order; (C) the DIP Order, the DIP Credit Agreement and the other DIP Documents, and related documentation; (D) the Disclosure Statement; (E) the order of the Bankruptcy Court approving the Disclosure Statement and the other Solicitation Materials; (F) the First Day Pleadings and all orders sought pursuant thereto; (G) any and all documentation required to implement, issue, and distribute the New Equity and the New Warrants; (H) the Equity Rights Offering Documents; (I) the Exit Facility Documents; (J) the New Corporate Governance Documents; (K) the New Stockholders Agreement; (L) the New Warrant Agreement; (M) the Management Incentive Plan; (N) documentation regarding the treatment of the Hornbeck Family

Assets (as defined in the Restructuring Term Sheet), if any and (O) any and all other documentation necessary to effectuate the Restructuring Transactions or that is contemplated by the Plan. For the avoidance of doubt, the definition of Definitive Documents includes any summary of material terms thereof, which summary shall be subject to the consents set forth in Section 3.02 of this Agreement.

3.02. The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date including all exhibits, annexes, schedules, amendments and supplements relating to such Definitive Documents, are subject to negotiation and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent with this Agreement, including, for the avoidance of doubt, the Restructuring Term Sheet, as it may be modified, amended, or supplemented in accordance with Section 15 of this Agreement. Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date including all exhibits, annexes, schedules, amendments and supplements relating to such Definitive Documents shall otherwise be in form and substance satisfactory to the Company Parties and the Required Consenting Creditors.

Section 4. ***Milestones*****.** The following Milestones shall apply to this Agreement unless extended or waived in writing (which may be by email) by the Company Parties and the Required Consenting Creditors:

(a) no later than April 16, 2020, the Company Parties shall commence solicitation of the Plan in accordance with section 1126(b) of the Bankruptcy Code;[3]

(b) no later than April 20, 2020, the Company Parties shall commence the Chapter 11 Cases;

(c) on the Petition Date, the Debtors shall file with the Bankruptcy Court the DIP Motion (including the proposed DIP Order), the Plan, the Disclosure Statement and a motion seeking approval of, and scheduling a combined hearing on, the Plan and Disclosure Statement;

(d) no later than 3 Business Days following the Petition Date, the Bankruptcy Court shall have entered an interim DIP Order;

(e) no later than 30 calendar days following the Petition Date, the Bankruptcy Court shall have entered the final DIP Order;

(f) no later than 40 calendar days following the Petition Date, a hearing on confirmation of the Plan shall have been heard by the Bankruptcy Court;

[3] The Plan shall include Definitive Documents (which may be, for the avoidance of doubt, a summary of the material terms thereof in accordance with Section 3 hereof) with respect to the Equity Rights Offering Documents, the Exit Facility Documents, the New Corporate Governance Documents, the New Stockholders Agreement, the Management Incentive Plan and documentation regarding the treatment of the Hornbeck Family Assets (as defined in the Restructuring Term Sheet), if any. The Parties shall negotiate in good faith on the terms of post-Plan Effective Date management agreements, which shall be agreed by the Plan Effective Date.

(g) no later than 45 calendar days following the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order; and

(h) no later than the earliest of (i) 21 calendar days after the Confirmation Date, and (ii) 75 calendar days following the Petition Date, the Plan Effective Date shall have occurred;

provided, however, in each case, the dates set forth above may be extended with the consent of the Required Consenting Creditors and Required DIP Facility Lenders. Notwithstanding the foregoing, so long as the Company Parties are not otherwise in breach of their obligations hereunder and have used reasonable best efforts to comply with the Milestones, in the event that any of the events set forth above cannot occur by the corresponding date set forth above as a result of circumstances beyond the control of the Parties relating to the virus known as COVID-19, such date shall be deemed extended solely to the extent of the delay resulting from such circumstances; *provided* that in no event shall (i) any one Milestone and (ii) the extension for all Milestones in this Section 4 be extended for longer than 10 Business Days in the aggregate without the consent of the Required Consenting Creditors and the Required DIP Facility Lenders.

Section 5. ***Commitments of the Consenting Creditors*****.**

5.01. General Commitments, Forbearances, and Waivers.

(a) During the Agreement Effective Period, each Consenting Creditor, severally, and not jointly, agrees in respect of all of its Company Claims/Interests pursuant to this Agreement to:

(i) support the Restructuring Transactions and exercise each and every Company Claim/Interest and any powers or rights available to it (including in any board, stockholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent necessary to implement the Restructuring Transactions and not change or withdraw (or cause to be changed or withdrawn) any such vote, subject to Section 14.05 hereof;

(ii) support and not object to, take any action contrary to or otherwise challenge, directly or indirectly, in any respect, the Releases;

(iii) not, and not direct any other person to, exercise any right or remedy for the enforcement, collection, or recovery of any Company Claims/Interests;

(iv) give any notice, order, instruction, or direction to the applicable Agents/Trustees necessary to give effect to the Restructuring Transactions; *provided*, that nothing herein shall require any Consenting Creditors to indemnify the applicable Agents/Trustees or incur any liability or out-of-pocket costs in connection with giving any such, order, instruction or direction;

(v) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents to which it is required to be a party or for which its approval or consent is required;

(vi) provide promptly upon request by the Debtors or their advisors the aggregate principal amount of each of such Consenting Creditor's Claims against the Debtors, on an issuance-by-issuance basis as of the date of such request; and

(vii) not authorize, agree, resolve or consent to actions in contravention of any of the foregoing.

(b) During the Agreement Effective Period, each Consenting Creditor, severally, and not jointly, agrees in respect of all of its Company Claims/Interests pursuant to this Agreement that it shall not directly or indirectly, and shall not direct any other Entity to:

(i) (x) object to, delay, impede or take any other action to interfere, directly or indirectly, in any respect with the approval, acceptance or implementation of the Restructuring Transactions, including the DIP Facility; or (y) encourage any person or entity (including, without limitation, any Consenting Creditor, the ABL Agent or any ABL Lender, the First Lien Agent or any First Lien Lender, the Second Lien Agent or any Second Lien Lender, the Unsecured Notes Indenture Trustee or any Unsecured Noteholder) to do any of the foregoing;

(ii) take any other actions in contravention of this Agreement, the Restructuring Term Sheet, or the Definitive Documents, or to the material detriment of the Restructuring Transaction;

(iii) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is materially inconsistent with the approval of this Agreement, the Restructuring Term Sheet, the Plan or the Restructuring Transactions;

(iv) initiate, or cause to be initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, or the other Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document or as otherwise permitted under this Agreement;

(v) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 362 of the Bankruptcy Code;

(vi) object to or commence any legal proceeding challenging the adequate protection granted or proposed to be granted to the holders of the First Lien Claims, Second Lien Claims and ABL Claims under the DIP Order;

(vii) object to or commence any legal proceeding challenging the liens or claims (including the priority thereof) granted or proposed to be granted to the DIP Commitment Parties under the DIP Order; or

(viii) directly or indirectly, through any Person, seek, solicit, propose, support, assist, engage in negotiations in connection with or participate in the formulation, preparation,

filing, or prosecution of any Alternative Restructuring Proposal or object to or take any other action that would reasonably be expected to prevent, interfere with, delay, or impede the solicitation, approval of the Disclosure Statement, or the confirmation and consummation of the Plan and the Restructuring Transactions; provided that nothing in this clause (viii) shall affect any rights of the Consenting Creditors set forth in Sections 8.01 and 8.02.

(c) During the Agreement Effective Period, each Consenting Creditor, severally, and not jointly, agrees in respect of all of its Company Claims/Interests pursuant to this Agreement not to exercise any right or remedy for the enforcement, collection, or recovery of any obligation arising under the ABL Credit Agreement, First Lien Credit Agreement, the Second Lien Credit Agreement, or the Unsecured Notes Indentures against any direct or indirect subsidiary of Hornbeck that is a Non-Debtor Loan Party.

5.02. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Creditor that is entitled to vote to accept or reject the Plan pursuant to its terms, severally, and not jointly, agrees that it shall, subject to receipt by such Consenting Creditor of the Solicitation Materials:

(i) vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan by the applicable voting deadline following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) not object to the Plan;

(iii) consent to and, if applicable, not opt out of, the releases set forth in the Plan; and

(iv) except as expressly set forth in this Agreement and subject to Section 14.05, not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (a)(i) and (iii) above.

(b) During the Agreement Effective Period, each Consenting Creditor, in respect of each of its Company Claims/Interests, severally, and not jointly, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement.

5.03. Forbearance Agreements..

(a) Each Consenting ABL Lender party to the ABL Forbearance Agreement, by signing this Agreement, agrees to extend the Termination Event (as defined in the ABL Forbearance Agreement) set forth in section 2(a)(xv) thereof until the earlier of (i) the Termination Date and (ii) Petition Date.

(b) Each Consenting First Lien Lender party to the First Lien Forbearance Agreement, by signing this Agreement, agrees to extend the Termination Event (as defined in the First Lien Forbearance Agreement) set forth in section 2(a)(xv) thereof until the earlier of (i) the Termination Date and (ii) Petition Date.

(c) Each Consenting Second Lien Lender party to the Second Lien Forbearance Agreement, by signing this Agreement, agrees to extend the Termination Event (as defined in the Second Lien Forbearance Agreement) set forth in section 2(a)(xv) thereof until the earlier of (i) the Termination Date and (ii) Petition Date.

(d) Each Consenting Noteholder party to the Unsecured Notes Forbearance Agreement, by signing this Agreement, agrees to extend the Forbearance Period (as defined in the Unsecured Notes Forbearance Agreement) until the earlier of (i) the Termination Date and (ii) Petition Date.

(e) Notwithstanding anything herein to the contrary, all parties' respective rights under the Forbearance Agreements are reserved.

Section 6. ***Additional Provisions Regarding the Consenting Creditors' Commitments*.**

Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (i) be construed to prohibit any Consenting Creditor from appearing as a party in interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are not inconsistent with this Agreement and are not for the purpose of delaying, interfering, impeding, or taking any other action to delay, interfere or impede, directly or indirectly, the Restructuring Transactions; (ii) affect the ability of any Consenting Creditor to consult with any other Consenting Creditor, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee) so as long as such consultation and any communications in connection therewith are not inconsistent with this Agreement and are not for the purpose of delaying, interfering, impeding, or taking any other action to delay, interfere, or impede, directly or indirectly, the Restructuring Transactions; (iii) impair or waive the rights of any Consenting Creditor to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (iv) prevent any Consenting Creditor from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement; and (v) obligate a Consenting Creditor to deliver a vote to support the Plan or prohibit a Consenting Creditor from withdrawing such vote, in each case from and after the Termination Date as to such Consenting Creditor (other than a Termination Date as a result of the occurrence of the Plan Effective Date). For the avoidance of doubt, upon the Termination Date as to a Consenting Creditor (other than a Termination Date as a result of the occurrence of the Plan Effective Date), such Consenting Creditor's vote shall automatically be deemed *void ab initio* and such Consenting Creditor shall have a reasonable opportunity to cast a vote.

Section 7. ***Commitments of the Company Parties*.**

7.01. Affirmative Commitments. During the Agreement Effective Period, the Company Parties shall agree to and shall cause each of their respective subsidiaries to:

(a) support and take all steps reasonably necessary and desirable, including those steps reasonably requested by the Required Consenting Creditors, to consummate, and facilitate the consummation of, the Restructuring Transactions in accordance with this Agreement within the time frames contemplated under this Agreement, including: (i) launching the Equity Rights Offering; (ii) commencing the Chapter 11 Cases and completing and filing of the Plan, Disclosure Statement and the other Definitive Documents, which documents shall contain terms and conditions consistent in all material respects with the Restructuring Term Sheet and this Agreement within the timeframes contemplated herein; (iii) using commercially reasonable efforts to obtain orders of the Bankruptcy Court approving the Disclosure Statement and confirming the Plan within the timeframes contemplated herein; and (iv) not taking any action that is inconsistent with, or is intended or could reasonably be expected to interfere with, delay or impede, approval of any Definitive Document or consummation of the Restructuring Transactions;

(b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, support and take all steps reasonably necessary and desirable to address and resolve any such impediment;

(c) subject to the terms of the Backstop and Direct Investment Agreement, which in the case of any inconsistency with this Agreement shall govern (except in the case of any inconsistency with Section 8 of this Agreement, in which case, Section 8 of this Agreement shall govern) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring Transactions;

(d) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Definitive Documents and any other required agreements to effectuate and consummate the Restructuring Transactions;

(e) provide the Consenting Creditor Representatives a reasonable opportunity (which, to the extent reasonably practicable, shall be no less than two (2) Business Days) to review draft copies of all pleadings, motions, declarations, supporting exhibits, and proposed orders (including without limitation the First Day Pleadings and all "second day" pleadings) and any other documents that the Company Parties intend to file with the Bankruptcy Court if such document concerns any Consenting Creditor, or its rights or recoveries (or any financial or other analysis in respect thereof) in respect of its Claims against the Company, or the ability of any of the Company Parties to implement and consummate the Restructuring Transactions and shall consult with such parties in good faith regarding the form and substance any such proposed document;

(f) actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring Transactions (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary or desirable to facilitate implementation of the Restructuring Transactions;

(g) consult and negotiate in good faith with the Consenting Creditors and the Consenting Creditor Representatives regarding the execution of Definitive Documents and the implementation of the Restructuring Transactions and not modify the Plan or any other Definitive

Document, in whole or in part, in a manner that is inconsistent with this Agreement or not in form or substance acceptable to the Required Consenting Creditors;

(h) upon reasonable request of any of the Consenting Creditors, reasonably promptly inform the Consenting Creditor Representatives of: (i) the material business and financial (including liquidity) performance of the Company Parties; (ii) the status and progress of the Restructuring Transactions, including progress in relation to the negotiations of the Definitive Documents; and (iii) the status of obtaining any necessary or desirable authorizations (including any consents) from each Consenting Creditor, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body or any stock exchange;

(i) inform the Consenting Creditor Representatives reasonably promptly after becoming aware of: (i) any matter or circumstance which they know, or believe is likely, to be a material impediment to the implementation or consummation of the Restructuring Transactions; (ii) any notice of any commencement of any material involuntary insolvency proceedings, legal suit for payment of debt or securement of security from or by any person in respect of any Company Party; (iii) a material breach of this Agreement (including a breach by any Company Party); and (iv) any representation or statement made or deemed to be made by them under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(j) use commercially reasonable efforts to maintain their good standing under the Laws of the state or other jurisdiction in which they are incorporated or organized;

(k) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent;

(l) operate the business of the Company Parties in the ordinary course in manner that is consistent with this Agreement; and

(m) notify the Required Consenting Creditors immediately in writing of any breach of its obligations under this Agreement.

7.02. Negative Commitments. During the Agreement Effective Period, each of the Company Parties shall not directly or indirectly, and shall not directly or indirectly encourage any other Entity to:

(a) object to, delay, impede, or take any other action or inaction that could interfere with or prevent acceptance, approval, implementation, or consummation of the Restructuring Transactions, including, for the avoidance of doubt, making, supporting, or not objecting to, any filings with the Bankruptcy Court, any agency, or any regulatory agency, including the Securities and Exchange Commission or the Internal Revenue Service, or by entering into any agreement or making or supporting any filing, press release, press report, or comparable public statement, with respect to any proposal other than the Restructuring Transactions;

(b) take any action that is inconsistent in any material respect with, or is intended or could reasonably be expected to frustrate or impede approval, implementation and consummation of the Restructuring Transactions;

(c) except as agreed by the Required Consenting Creditors, modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement in all material respects;

(d) except as agreed by the Required Consenting Creditors, file any pleading, motion, declaration, supporting exhibit or Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement, the Plan, or other Definitive Documents, or that could reasonably be expected to frustrate or impede confirmation of the Plan or implementation and consummation of the Restructuring Transactions, is inconsistent with the Restructuring Term Sheet, or which is otherwise in substance not reasonably satisfactory to the Required Consenting Creditors;

(e) without the consent of the Required Consenting Creditors, such consent not to be unreasonably withheld, transfer any asset or right of any Company Party or any asset or right used in the business of the Company Parties to any person or entity outside the ordinary course of business;

(f) take, or fail to take, any action that would cause a change to the tax status of any Company Party; or

(g) engage in any merger, consolidation, material disposition, material acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside of the ordinary course of business other than the transactions contemplated herein.

Section 8. ***Additional Provisions Regarding Company Parties' Commitments.***

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party (including in its capacity as a Debtor) or the Governing Body of a Company Party, or its directors, managers, and officers, to take any action or to refrain from taking any action to the extent such person or persons determines, based on the advice of counsel, that taking or failing to take such action (including, without limitation, the termination of this Agreement under Section 14.03) would be inconsistent with applicable Law or its or their fiduciary obligations under applicable Law. The Company Parties shall give prompt written notice to the Consenting Creditors of any determination made in accordance with this Section 8.01. This Section 8.01 shall not impede any Party's right to terminate this Agreement pursuant to Section 14 of this Agreement, including on account of any action or inaction the Company Party or a Governing Body of a Company Party may take pursuant to this Section 8.01.

8.02. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 8.01, each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives, shall have the right to receive and discuss and/or analyze Alternative Restructuring Proposals, but none of the Company Parties shall request or authorize any of the foregoing to solicit an Alternative

Restructuring Proposal, offer, indication of interest or inquiry for one or more Alternative Restructuring Proposals; *provided*, that if any Company Party, receives an unsolicited Alternative Restructuring Proposal, then such Company Party shall (A) within one business day of receiving such proposal, provide counsel to the Consenting Creditors with all documentation received in connection with such Alternative Restructuring Proposal, which shall be subject to professional eyes only unless otherwise authorized by the Company; (B) provide counsel to the Consenting Creditors with regular updates as to the status and progress of such Alternative Restructuring Proposal; (C) respond promptly to reasonable information requests and questions from counsel to the Consenting Creditors relating to such Alternative Restructuring Proposal; and (D) if any Company Party decides, in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal in accordance with Section 8.01, the Company Parties shall give prompt written notice (with email being sufficient) to the Consenting Creditors.

8.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

Section 9. ***Mutual Releases.***

9.01. Releases.

Except as expressly set forth in this Agreement, effective on the Plan Effective Date, in exchange for good and valuable consideration:

(a) each Releasing Consenting Creditor Party forever and irrevocably releases, absolves, acquits, waives and discharges each Releasing Company Party from and against all claims, counterclaims, controversies, proceedings, suits, orders, judgments, demands, rights, obligations, liens, actions, and causes of action of any kind or character, whether known or unknown, contingent or non-contingent, derivative or otherwise, whether in law or in equity, whether sounding in tort or in contract, arising out of or in connection with or otherwise, existing as of the Plan Effective Date relating to the refinancing and restructuring transactions (including but not limited to any decisions made or not made by the Company's board of directors and management in relation thereto) occurring prior to the Plan Effective Date or based on or relating to, or in any manner arising from, in whole or in part, the Company Parties (including the management, ownership or operation thereof), their capital structure, the purchase, sale, or rescission of any security of the Company Parties, 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 Company Party and any Releasing Party, the transactions implementing, the terms of and any other circumstance relating to the First Lien Credit Agreement, the Second Lien Credit Agreement, the ABL Credit Agreement, the Unsecured Notes Indentures, the assertion or enforcement of rights and remedies against the Company Parties' out-of-court restructuring efforts, intercompany transactions between or among a Company Party and another Company Party, the formulation, preparation, dissemination, negotiation, or filing of this Agreement, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with this Agreement

or the Definitive Documents, the pursuit of consummation, the administration and implementation of the Restructuring Transaction, or upon any other act or omission, transaction, agreement, event, or other occurrence related to the Company Parties (collectively, the "**Released Claims**") that each such Releasing Consenting Creditor Party ever had, may have or hereafter can, may or shall have against or with respect to such Releasing Company Party, and from all damages, indemnities and obligations of any kind or character whatsoever related thereto, including any Released Claim such Releasing Consenting Creditor does not know or suspect to exist in its favor as of the Plan Effective Date which if known by it, might affect its decision, and agrees and covenants not to assert or prosecute, or assist or otherwise aid any other Person in the assertion or prosecution, against such Releasing Company Party of the Released Claims; *provided* that no Releasing Consenting Creditor Party shall be deemed to have released any Person from (a) any obligation arising under or pursuant to this Agreement or the Definitive Documents or (b) any claim or Cause of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, gross negligence or bad faith;

(b) each Releasing Company Party forever and irrevocably releases, absolves, acquits, waives and discharges each Releasing Consenting Creditor Party from and against all Released Claims that such Releasing Company Party ever had, may have or hereafter can, may or shall have against or with respect to such Releasing Consenting Creditor Party, and from all damages, indemnities and obligations of any kind or character whatsoever related thereto, including any Released Claim which such Releasing Company Party does not know or suspect to exist in its favor as of the Plan Effective Date, which if known by it, might affect its decision, and agrees and covenants not to assert or prosecute, or assist or otherwise aid any other Person in the assertion or prosecution, against such Releasing Consenting Creditor Party of the Released Claims; *provided* that no Releasing Company Party shall be deemed to have released any Person from (a) any obligation arising under or pursuant to this Agreement or the Definitive Documents or (b) any claim or Cause of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, gross negligence or bad faith; and

(c) each Releasing Consenting Creditor Party forever and irrevocably releases, absolves, acquits, waives and discharges every other Releasing Consenting Creditor Party from and against all Released Claims that such Releasing Company Party ever had, may have or hereafter can, may or shall have against or with respect to such Releasing Consenting Creditor Party, and from all damages, indemnities and obligations of any kind or character whatsoever related thereto, including any Released Claim which such Releasing Company Party does not know or suspect to exist in its favor as of the Plan Effective Date, which if known by it, might affect its decision, and agrees and covenants not to assert or prosecute, or assist or otherwise aid any other Person in the assertion or prosecution, against such Releasing Consenting Creditor Party of the Released Claims; *provided* that no Releasing Consenting Creditor Party shall be deemed to have released any Person from (a) any obligation arising under or pursuant to this Agreement or the Definitive Documents or (b) any claim or Cause of Action related to an act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, gross negligence or bad faith.

9.02. No Additional Representations and Warranties. Each of the Parties agrees and acknowledges that, except as expressly provided in this Agreement and the Definitive Documents:

(a) no other Party, in any capacity, has warranted or otherwise made, and it has not received or relied on, any representations concerning any Released Claim (including any representation concerning the existence, nonexistence, validity or invalidity of any Released Claim). Notwithstanding the foregoing, nothing contained in this Agreement is intended to impair or otherwise derogate from any of the representations, warranties, or covenants expressly set forth in this Agreement or any of the Definitive Documents;

(b) it knowingly and voluntarily waives and relinquishes the provisions, rights, and benefits of the California Civil Code section 1542 (which provides as follows: SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.) and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein, and any rights it may have to invoke the provisions of any such law now or in the future with respect to the Released Claims, and that this is an essential term of the Restructuring Transactions; and

(c) it intends to fully, finally, and forever settle and release all matters and all claims relating thereto, which exist, or might have existed (whether or not previously or currently asserted in any action) relating to the Released Claims.

9.03. Notwithstanding anything to the contrary herein, nothing in the Release shall release, waive, modify, discharge, limit or impair (i) any rights, terms, obligations, or remedies arising under any document, instrument or agreement executed to implement the Restructuring Transactions, (ii) any post-Plan Effective Date obligations or actions of any person, (iii) any right of any Company Released Party to indemnification or exculpation existing under applicable law (whether now existing or existing under prior applicable law) or the organizational documents of any Company Released Party or (iv) any Claims or "Obligations" under the First Lien Credit Agreement, the Second Lien Credit Agreement, the ABL Credit Agreement, the DIP Credit Agreement, the Unsecured Notes Indentures or any documents related thereto (in each case, except as may be expressly modified by the Plan).

Section 10. ***Transfer of Interests and Securities.***

10.01. During the Restricted Period, each Consenting Creditor agrees that it shall not sell, transfer, assign or otherwise dispose of, or grant, issue or sell any option, right to acquire, participation or other interest in (each, a "**Transfer**") any of its Company's Claims, as applicable, unless such Consenting Creditor delivers to the Notice Parties for the benefit of the other Parties a Joinder or a Transfer Agreement in the form attached hereto as **Exhibit C** and **Exhibit D**, respectively, signed by the transferee (unless such transferee is already a Consenting Creditor and in such case no Joinder or Transfer Agreement shall be required). No Consenting Creditor may create or utilize any Affiliate to acquire any of the Company's Claim without first causing such Affiliate to deliver to the Company Parties a Joinder or a Transfer Agreement.

10.02. Upon compliance with the requirements of Section 10.01 (x) the transferee shall be deemed to constitute a Consenting Creditor for all purposes of this Agreement, and (y) the transferor shall be deemed to relinquish its rights and be released from its obligations under this Agreement (other than any liability for its breach or non-performance of any of its obligations hereunder prior to such Transfer), in each case to the extent of such Transfer.

10.03. Any Transfer that does not comply with the foregoing, including, for the avoidance of doubt, the transferee having made the representations and warranties in the Transfer Agreement, shall be deemed *void ab initio*.

10.04. An Unsecured Noteholder may either (x) permit its prime broker to hold Unsecured Notes as part of a custodian arrangement or (y) pledge notes in connection with any Unsecured Noteholder's regular course debt financing arrangements, provided that in each case such Unsecured Noteholder retains all of its rights to tender such Unsecured Notes in the Restructuring Transactions and its voting rights with respect to such Unsecured Notes prior to the occurrence of a Termination Event that has not been duly waived in accordance with the terms hereof;

10.05. Notwithstanding Section 10.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Joinder or a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale, assignment, participation, or otherwise) within ten (10) Business Days of its acquisition to a transferee that is an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 10; and (iii) the Transfer otherwise is a permitted transfer under Section 10. To the extent that a Consenting Creditor is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title, or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Creditor without the requirement that the transferee be a Permitted Transferee.

10.06. Notwithstanding anything to the contrary in this Section 10, the restrictions on Transfer set forth in this Section 10 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

10.07. This Section 10 shall not impose any obligation on any Company Party to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Creditor to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

10.08. This Agreement shall in no way be construed to preclude any Consenting Creditor from acquiring additional Company Claims/Interests, provided, that any such additional Company Claims/Interests shall automatically be deemed to be subject to the terms of this Agreement.

Section 11. ***Representations and Warranties of Consenting Creditors.*** Each Consenting Creditor, severally, and not jointly, represents and warrants that, as of the date such Consenting Creditor executes and delivers this Agreement and the Agreement Effective Date:

(a) subject to any limitations set forth in such Consenting Creditor's signature page listing of owned securities, such Consenting Creditor (i) is the beneficial owner of, or is the nominee, investment manager, or advisor for one or more beneficial holders of, the principal amount of the ABL Claims, First Lien Claims, Second Lien Claims and Unsecured Notes, as applicable, set forth on its signature page hereto, and (ii) has voting power or authority or discretion with respect to such ABL Claims, First Lien Claims, Second Lien Claims and Unsecured Notes, including, without limitation, to vote, exchange, assign, and transfer such claims subject to applicable law;

(b) other than as permitted pursuant to Section 10.06, such Consenting Creditor holds its Claims free and clear of any claim, option, voting restriction, right of first refusal, or other limitation on disposition or encumbrances of any kind that would adversely affect such Consenting Creditor's performance of its obligations in this Agreement at the time such obligations are required to be performed; and

(c) such Consenting Creditor is not a Competitor of any Company Party, an Affiliate of a Competitor or a significant shareholder[4] of a Competitor.

Section 12. ***Representations of the Company Parties***. Each of the Company Parties (including, as applicable, in their capacity as Debtors and Reorganized Debtors) represents, warrants and covenants, jointly and severally, that, as of the date hereof and the Agreement Effective Date:

(a) each Company Party has been duly formed or organized, is validly existing in good standing under the laws of its jurisdiction of incorporation or organization and has the power and authority to carry on its business as presently conducted and to own, lease and operate its properties;

(b) each Company Party is duly qualified and is in good standing under the law of its jurisdiction of incorporation, and is authorized to do business in each jurisdiction in which the nature of its business or its ownership or leasing of property requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on the business, prospects, financial condition or results of operations of such Company Party;

(c) this Agreement is, and each of the other Definitive Documents prior to its execution and delivery will be, duly authorized;

[4] For the avoidance of doubt, significant shareholder shall mean any holder owning more than ten percent in a Competitor.

(d) with respect to each Definitive Document that is a contract to which a Company Party is a party and assuming due authorization, execution and delivery of such Definitive Document by the other parties to such Definitive Document, such Definitive Document, when executed and delivered by the applicable Company Party, will constitute a legal, valid, binding instrument enforceable against such Company Party in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer, fraudulent conveyance or other similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity, whether in a proceeding at law or in equity;

(e) except as would not materially adversely affect consummation of the transactions contemplated by this Agreement and the Definitive Documents, there are no legal, regulatory or governmental proceedings pending or, to the knowledge of the Company, threatened to which any Company Party is or could be a party or to which any of their respective property is or could be subject; and

(f) each Company Party that owns a vessel documented under the laws and flag of the United States is a citizen of the United States qualified to own and operate its vessels in the United States coastwise trade under the statutory laws and regulations and general maritime laws of the United States of America.

Section 13. ***Mutual Representations, Warranties, and Covenants***. Each of the Parties, severally, and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executes and delivers this Agreement and as of the Plan Effective Date:

(a) such Party has all requisite corporate, partnership, limited liability company, or similar authority to enter into this Agreement and carry out the Restructuring Transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, partnership, limited liability company, or other similar action on its part;

(b) the execution, delivery, and performance by such Party of this Agreement does not and will not (i) violate (A) any provision of law, rule, or regulation applicable to such Party or any of its subsidiaries or (B) such Party's charter or bylaws (or other similar organizational and governing documents) or those of any of its subsidiaries or (ii) except as contemplated herein, conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which such Party or any of its subsidiaries is a party;

(c) this Agreement is the legally valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent transfer, fraudulent conveyance or other similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity, whether in a proceeding at law or in equity;

(d) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to effectuate the

Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(e) except as expressly provided by this Agreement and the DIP Documents, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement;

(f) to the extent a Party is a Released Party, such Party has not assigned, conveyed, sold, hypothecated or otherwise transferred all, any part of or any interest in any Cause of Action that would be a Released Claim hereunder; and

(g) each Consenting Creditor agrees not to become a Competitor of any Company Party or a significant shareholder of a Competitor.

Section 14. ***Termination Events*****.**

14.01. Consenting Creditor Termination Events. This Agreement may be terminated with respect to the Consenting ABL Lenders by the Required Consenting ABL Lenders, with respect to the Consenting First Lien Lenders, by the Required Consenting First Lien Lenders, with respect to the Consenting Second Lien Lenders, by the Required Consenting Second Lien Lenders and, with respect to the Consenting Unsecured Noteholders, by the Required Unsecured Noteholders, by the delivery to the Company Parties of a written notice in accordance with Section 16.11 hereof upon the occurrence of any of the following events, unless waived:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement or any Definitive Document, which remains uncured for five (5) Business Days after such terminating Consenting Creditors transmit a written notice in accordance with Section 16.11 hereof detailing any such breach;

(b) the breach in any material respect by any Consenting ABL Lender, Consenting First Lien Lender, Consenting Second Lien Lender or Consenting Unsecured Noteholder, of any of the representations, warranties, or covenants of any such parties set forth in this Agreement, which remains uncured for five (5) Business Days after such terminating Consenting Creditors transmit a written notice in accordance with Section 16.11 hereof detailing any such breach; provided, that such terminating Consenting Creditors have not committed such breach;

(c) the amendment or modification of this Agreement or any of the Definitive Documents without the consent of the Required Consenting Creditors;

(d) any of the Company Parties files or otherwise makes public any of the Definitive Documents (including and modification or amendments thereto) (i) in a form that is materially inconsistent with this Agreement and (ii) without the consent of the applicable Required Consenting Creditors in accordance with this Agreement, which occurrence remains uncured (to the extent curable) for five (5) Business Days after such terminating Consenting Creditor transmits a written notice in accordance with Section 16.11;

(e) the Company Parties (i) withdraw the Plan, (ii) publicly announce their intention not to support the Restructuring Transactions, (iii) provide notice to counsel to the Consenting Creditors pursuant to Section 8.01 or 8.02 or (iv) publicly announce, or execute a definitive written agreement with respect, to an Alternative Restructuring Proposal;

(f) any of the Parties (i) files any motion seeking to avoid, disallow, subordinate, or recharacterize any First Lien Claims, Second Lien Claims, ABL Claims, Unsecured Note Claims, lien, or interest held by any Consenting Creditor arising under or relating to the First Lien Credit Agreement, Second Lien Credit Agreement, ABL Credit Agreement or the Unsecured Notes Indentures or (ii) shall have supported any application, adversary proceeding, or cause of action referred to in the immediately preceding clause (i) filed by a third party, or consents to the standing of any such third party to bring such application, adversary proceeding, or cause of action;

(g) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment, or order that (i) enjoins the consummation of the Restructuring Transactions and (ii) remains in effect for ten (10) Business Days; *provided* that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(h) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for seven (7) Business Days after entry of such order;

(i) any of the orders approving, the Disclosure Statement, the Plan, or the Definitive Documents are reversed, dismissed, stayed, vacated or reconsidered or modified or amended without the consent of the Required Consenting Creditors;

(j) any court of competent jurisdiction has entered a judgment or order declaring this Agreement or any Definitive Document to be unenforceable;

(k) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order (without the prior written consent of the Required Consenting Creditors), (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement;

(l) if any Company Party (i) voluntarily commences any case or files any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, receivership, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect, except as contemplated by this Agreement, (ii) consents to the institution of, or fails to contest in a timely and appropriate manner, any involuntary proceeding or petition described in the preceding subsection (i), (iii) applies for or consents to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official with respect to any Company Party or for a substantial part of such Company Party's assets, (iv) makes a

general assignment or arrangement for the benefit of creditors, or (v) takes any corporate action for the purpose of authorizing any of the foregoing;

(m) the failure to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of the terminating Consenting Creditor in violation of its obligations under this Agreement;

(n) the Backstop and Direct Investment Agreement is terminated in accordance with its terms;

(o) the Debtors enter into any commitment or agreement to receive or obtain debtor in possession financing, cash collateral usage, exit financing and/or other financing arrangements, other than as expressly contemplated in the DIP Documents;

(p) the Debtors' use of cash collateral or the DIP Facility has been validly terminated (or, in the case of the DIP Facility, accelerated) in accordance with the DIP Orders and the DIP Documents;

(q) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in any Forbearance Agreement which remains uncured for five (5) Business Days after such terminating Consenting Creditors transmit a written notice in accordance with Section 16.11 hereof detailing any such breach; or

(r) the termination of any of the Forbearance Agreements other than as a result of the commencement of the Chapter 11 Cases.

14.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon a written notice delivered to the Consenting Creditors in accordance with Section 16.11 hereof upon the occurrence of the following events:

(a) the breach in any material respect by one or more of the Consenting Creditors of any provision set forth in this Agreement that remains uncured for a period of five (5) Business Days after the receipt by such Consenting Creditor of notice of such breach;

(b) the Governing Body of any Company Party determines, after consulting with counsel, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal;

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for fifteen (15) Business Days after such terminating Company Party transmits a written notice in accordance with Section 16.11 hereof detailing any such issuance; *provided* that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement; or

(d) the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for seven (7) Business Days after entry of such order.

14.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) the Required Consenting Creditors; and (b) each Company Party.

14.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice upon the occurrence of any of the following events:

(a) the occurrence of Plan Effective Date; or

(b) the commencement of an involuntary case under the Bankruptcy Code against any of the Company Parties unless such case is withdrawn, dismissed or converted to a voluntary case, including the Chapter 11 Cases, which shall have been commenced, in each case within 10 business days.

14.05. Effect of Termination. Effective as of the Termination Date, this Agreement shall terminate and shall be of no further force and effect, subject to section 16.22 hereof, and no Party shall have any continuing liability or obligation to any other Party under this Agreement (including, without limitation, any commitment with respect to the DIP Facility) and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement; provided, however, that no termination shall relieve any Party from liability for its breach or non-performance of any of its obligations hereunder prior to the Termination Date. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Consenting Creditors subject to such termination before a Termination Date shall automatically be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; and such Consenting Creditors may file a notice of change of vote with the Bankruptcy Court; *provided that* such notice must be provided as soon as reasonably practicable following the Termination Date with respect to such Consenting Creditor. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Creditors from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Creditor, and (b) any right of any Consenting Creditor, or the ability of any Consenting Creditor, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Creditor. No purported termination of this Agreement shall be effective under this Section 14.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to

Section 14.02(b) or Section 14.02(d). Nothing in this Section 14.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 14.02(b).

Section 15. ***Amendments and Waivers***.

(a) This Agreement may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 15.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, by written consent (which may be by email) of (i) each Company Party; and (ii) the Required Consenting Creditors; *provided*, *however*, that if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests, the DIP Commitments, or the DIP Claims held by a Consenting Creditor as compared to (A) in the case of a Consenting ABL Lender, the other Consenting ABL Lenders, (B) in the case of a Consenting First Lien Lenders, the other Consenting First Lien Lenders, (C) in the case of a Consenting Second Lien Lender, the other Consenting Second Lien Lenders and (D) in the case of a Consenting Unsecured Noteholder, the other Consenting Unsecured Noteholders, then the consent of such affected Consenting Creditor shall also be required to effectuate such modification, amendment, waiver or supplement, *provided*, *further* that any modification, amendment, waiver or supplement to this Section 15 shall require the prior written consent of each of the Parties.

(c) Any proposed modification, amendment, waiver, or supplement that does not comply with this Section 15 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 16. ***Miscellaneous***.

16.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of Sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

16.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and

schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern; *provided* that, in the event of any inconsistency between this Agreement and the Restructuring Term Sheet, the Restructuring Term Sheet shall govern until such time as the Definitive Documents have been negotiated and agreed in accordance with the consent rights hereunder, at which time, the terms and conditions set forth in the Definitive Documents, to the extent intended to supersede the Restructuring Term Sheet, shall govern.

16.03. Entire Agreement. This Agreement, including all exhibits, schedules and annexes hereto, constitutes the entire agreement of the Company Parties and the Consenting Creditors with respect to the subject matter of this Agreement, and supersedes all other prior negotiations, agreements and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement, other than the Confidentiality Agreements which remain unaltered.

16.04. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument and the counterparts may bedelivered personally or by electronic mail in portable document format (.pdf).

16.05. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America in each case located in New York County; *provided* that, after the Petition Date, the Parties hereto irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Bankruptcy Court, for any action arising out of or relating to this Agreement or the Term Sheet and the transactions contemplated hereby and thereby (and agrees not to commence any action relating hereto or thereto except in such courts), and (a) waives any objection to laying venue in any such action or proceeding in such courts, (b) waives any objections that such court is an inconvenient forum or does not have jurisdiction over any Party hereto and (c) further agrees that service of any process, summons, notice or document by U.S. registered mail to its address set forth in Section 16.11 shall be effective service of process for any action brought against it in any such court.

16.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.07. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Creditors, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company

Parties and the Consenting Creditors were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

16.08. Headings. The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

16.09. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable.

16.10. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. Unless expressly stated or referred to herein, there are no third party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

16.11. Notices. All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier, or registered or certified mail (return receipt requested), to the following parties (the "**Notice Parties**") at the following addresses:

(a) if to any of the Company Parties:

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
Email: Rbennett@kirkland.com

(b) if to a Consenting ABL Lender, to:

Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Attention: Tia C. Wallach
Email Address: TWallach@brownrudnick.com

(c) if to a Consenting Secured Lender, 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, Brett Goldblatt, James Ball
Email: guzzi@milbank.com
bgoldblatt@milbank.com
jball@milbank.com

Any notice given by delivery, mail, or courier shall be effective when received.

16.12. Independent Due Diligence and Decision Making. Each Consenting Creditor hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

16.13. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

16.14. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

16.15. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.16. Several Obligations; No Liability. Notwithstanding anything to the contrary in this Agreement, the Parties agree that (a) the representations and warranties of each Consenting Creditor made in this Agreement are being made on a several, and not joint, basis, (b) the obligations of each Consenting Creditor under this Agreement are several, and not joint, obligations of each of them and (c) no Consenting Creditor shall have any liability for the breach of any representation, warranty, covenant, commitment, or obligation by any other Consenting Creditor. Nothing in this Agreement requires any Consenting Creditor to advance capital to any Company Party or incur any material liability.

16.17. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.18. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

16.19. Capacities of Consenting Creditors. Each Consenting Creditor has entered into this agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

16.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 15, or otherwise, including a written approval by the Company Parties or the Required Consenting Creditors, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

16.21. Fees and Expenses.

(i) On the Agreement Effective Date, the Company Parties shall promptly pay in cash to Milbank LLP an amount equal to $4,000,000 for fees and expenses of Milbank LLP accrued prior to the Agreement Effective Date in representing certain Consenting Unsecured Noteholders.

(ii) The Company Parties shall promptly pay in cash as and when invoiced the reasonable and documented fees and expenses of Milbank LLP, incurred from the Agreement Effective Date through the termination of this Agreement with respect to the Consenting Unsecured Noteholders, in accordance with its engagement letter executed with the Noteholder Committee Representatives.

(iii) The Company Parties shall promptly pay in cash the Consenting Creditor Fees and Expenses attributable to the Secured Lender Group Representatives, the ABL Lender Representatives and Thompson Hine LLP, as counsel to the ABL Agent, the First Lien Agent, the Second Lien Agent and the DIP Agent in accordance with the ABL Documents, the First Lien Loan Documents and, once entered, the DIP Orders.

(iv) The Company Parties shall promptly pay in cash all Consenting Creditor Fees and Expenses not provided for in clause (i), (ii) or (iii) above upon the Plan Effective Date; *provided* that this Agreement has not been terminated and remains in full force and effect with respect to the Consenting Unsecured Noteholders as of such date (other than with respect to the termination occurring as a result of Section 14.04(a) hereof).

(v) For the avoidance of doubt, the Company Parties shall have no obligation hereunder to pay the fees and expenses set forth above to the extent holders of at least 66.7% of the aggregate principal amount of outstanding Unsecured Notes, inclusive of validly executed but unsettled trades, are not parties to this Agreement.

16.22. Survival. Notwithstanding (a) any Transfer of any Company Claims/Interests in accordance with Section 10 or (b) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Section 14.05 and Section 16 shall, subject to the following sentence, survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof. Notwithstanding the termination of this Agreement pursuant to Section 14.04(a) of this Agreement, Section 9 shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof. For the avoidance of doubt, the Parties acknowledge and agree that if this Agreement is terminated, Section 9 shall not survive such termination (other than a termination in accordance with Section 14.04(a) of this Agreement), and any and all Releases shall be fully revoked and deemed null and void *ab initio* and of no force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Company Parties' Signature Page to
the Restructuring Support Agreement

HORNBECK OFFSHORE SERVICES, INC.

By: /s/ James O. Harp, Jr.

Name: James O. Harp, Jr.

Title: Executive Vice President and Chief Financial Officer

ENERGY SERVICES PUERTO RICO, LLC

HORNBECK OFFSHORE SERVICES, LLC

HORNBECK OFFSHORE TRANSPORTATION, LLC

HORNBECK OFFSHORE OPERATORS, LLC

HOS-IV, LLC

HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC

HOS PORT, LLC

HORNBECK OFFSHORE INTERNATIONAL, LLC

HOI HOLDING, LLC

HOS HOLDING, LLC

By: /s/ James O. Harp, Jr.

Name: James O. Harp, Jr.

Title: Executive Vice President and Chief Financial Officer

HORNBECK OFFSHORE NAVEGACAO LTDA

By: /s/ Robert T. Gang

Name: Robert T. Gang

Title: Associate Director

HORNBECK OFFSHORE SERVICES DE MEXICO, S. DE R.L. DE C.V.

HOS DE MEXICO, S. DE R.L. DE C.V.

HOS DE MEXICO II, S. DE R.L. DE C.V.

By: /s/ Samuel A. Giberga

Name: Samuel A. Giberga

Title: Vice President

Consenting Creditor Signature Page to
the Restructuring Support Agreement

[CONSENTING CREDITOR]

_____

Name:
Title:

Address:

E-mail address(es):

Aggregate Principal Amounts Beneficially Owned or Managed on Account of:	
ABL Loans	
First Lien Term Loans	
Second Lien Term Loans	
Unsecured Notes	

EXHIBIT A

Restructuring Term Sheet

HORNBECK OFFSHORE SERVICES INC.

RESTRUCTURING TERM SHEET
APRIL 10, 2020

This term sheet (the "**Term Sheet**") summarizes certain terms and conditions (and does not purport to summarize all of the terms and conditions) of the proposed restructuring described below (the "**Restructuring**"). This Term Sheet is presented for discussion purposes only, does not constitute a commitment to provide, accept, or consent to any financing or otherwise create any implied or express legally binding or enforceable obligation on any party (or any affiliates of a party), at law or in equity, to negotiate or enter into definitive documentation related to the Restructuring or to negotiate in good faith or otherwise. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement to which this Term Sheet is attached as **Exhibit A** (the "**Restructuring Support Agreement**").

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER TO SELL OR BUY, OR THE SOLICITATION OF AN OFFER TO SELL OR BUY ANY SECURITIES OR A SOLICITATION OR ACCEPTANCE OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE (AS DEFINED BELOW), IT BEING UNDERSTOOD THAT ANY SUCH OFFER OR SOLICITATION WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

Without limiting the generality of the foregoing, this Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution and delivery of definitive documentation in form and substance consistent with this Term Sheet and otherwise acceptable to the Company and the Consenting Creditors as well as the satisfactory completion of due diligence (including, without limitation, with respect to the tax implications of the Restructuring).

This Term Sheet is provided as part of a settlement proposal in furtherance of settlement discussions and is entitled to protection from any use or disclosure to any party or person pursuant to Federal Rule of Evidence 408 and any applicable statutes, doctrines or rules protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.

Financing Sources		

DIP Facility	**Size**	• $75 million DIP Facility
		  ○ $50 million to repay ABL Claims upon interim DIP Order
		  ○ Remaining $25 million funded upon final DIP Order

	DIP Lenders	• $56.25 million funded by certain members of the Secured Lender Group represented by Davis Polk & Wardwell LLP • $18.75 million funded by certain members of the Unsecured Noteholder Committee represented by Milbank LLP
	Rate	• L + 12.50% on entire DIP Facility • 1.00% LIBOR floor
	Fees	• 2.50% upfront fee on entire DIP Facility • 1.00% exit fee on entire DIP Facility, payable in cash upon any prepayment, repayment or refinancing of the DIP Facility (including through the conversion of the DIP Facility to any "exit" financing, including without limitation the DIP Exit Facility referred to below)

	Collateral	• Super-priority lien on substantially all the assets • Release of restricted cash, subject to and concurrently with the repayment of all ABL Claims
	Tenor	• 6 months
	Treatment of DIP Claims	• Cash in excess of $100 million at exit to repay DIP Claims • Any DIP Claims not repaid in cash to be refinanced by third-party capital on terms to be agreed; provided that, if the Company is unable to secure sufficient third-party capital, any remaining portion of the DIP Claims not otherwise paid in cash (including from the proceeds of such third-party capital) to be rolled/refinanced by DIP Facility lenders under a new exit facility (the "**DIP Exit Facility**") on mutually agreeable terms to be determined prior to the launch of solicitation on the Plan, including: o Tenor: <6 years o Rate: TBD o Secured by first priority lien on substantially all assets o Callable at par at all times o No financial maintenance covenant other than a minimum liquidity covenant to be agreed and not to exceed $25 million • If the DIP Facility lenders are required to refinance/roll any portion of the DIP Claims into the DIP Exit Facility, such lenders shall receive a premium equal to 3.0% of the amount rolled/refinanced by such DIP Facility Lenders, payable in New Equity (subject to dilution by New Warrants and MIP) (the "**DIP Exit Backstop Premium**") • Debt carve out in the DIP Exit Facility to provide capacity for a new credit facility in an amount not to exceed $65 million (the "**Specified Credit Facility**") on the following terms and otherwise on terms to be mutually agreed: o Existing creditors not required to commit to provide the Specified Credit Facility o Use of proceeds limited to finishing the construction of HOS Warhorse and HOS Wild Horse o Secured solely by liens on HOS Warhorse and HOS Wild Horse (and other assets related thereto) (in each case subject to preexisting liens of the shipyard (the "**Specified Lien**")) o Lenders under the DIP Exit Facility to have (i) a second priority lien on HOS Warhorse and HOS Wild Horse (subject to the Specified Lien) and (ii) a first priority lien on the equity interests of the entity that owns HOS Warhorse and HOS Wild Horse (which entity cannot hold any other assets, other than assets related to such vessels to be agreed, and which equity interests shall otherwise be subject to a negative pledge) (or, if such pledge is not permitted under the terms of the Specified Credit Facility after the Company's use of reasonable best efforts to permit such pledge, a first priority pledge of the direct parent company of the entity that owns HOS Warhorse and HOS Wild Horse and, in which case, the lenders under the Specified Credit Facility shall be permitted to hold a lien on the equity interests of the entity that owns HOS Warhorse and HOS Wild Horse) o Entry into the Specified Credit Facility shall be subject to a pro forma liquidity test to be mutually agreed and leverage levels and other conditions under both Exit Facilities to be mutually agreed prior to the launch of solicitation on the Plan

Equity Rights Offerings	• $100 million Equity Rights Offering for 70% of the New Equity (subject to dilution by DIP Exit Backstop Premium, Backstop Commitment Premium, New Warrants, and MIP)
	  ○ $75 million backstopped by certain members of the Unsecured Noteholder Committee represented by Milbank LLP
	  ○ $25 million backstopped by certain members of the Secured Lender Group represented by Davis Polk & Wardwell LLP
	• Backstop commitment premium equal to 5.0% of backstop commitments payable in New Equity (subject to dilution by New Warrants and MIP) (the "**Backstop Commitment Premium**")

Treatment of Claims	
ABL Claims Treatment	• Paid in full with proceeds from the DIP Facility

First Lien Claims Treatment	• 21.5% of the First Lien Claims[1] to be equitized into 24.6% of New Equity (subject to dilution by DIP Exit Backstop Premium, Backstop Commitment Premium, New Warrants and MIP)
	• 78.5% of the First Lien Claims to be rolled into a new second lien exit facility at par ("**Prepetition Exit Facility**" and, together with the DIP Exit Facility, the "**Exit Facilities**") on mutually agreeable terms, including:
	  ○ Maturity: March 31, 2026
	  ○ Rate:
	  ▪ First two years: 1.0% cash and 9.5% PIK / 9.25% cash
	  ▪ Third year: 2.5% cash and 9.0% PIK / 10.25% cash
	  ▪ Thereafter: 10.25% payable solely in cash, with a step-down to 8.25% if the total leverage ratio is less than 3.00:1.00.
	  ▪ No financial maintenance covenant other than a minimum liquidity covenant to be agreed and not to exceed $25 million
	  ○ Secured by a second priority lien on substantially all assets
	  ○ Callable at par at all times
	  ○ Debt carve out to provide capacity for the Specified Credit Facility on the terms and subject to the conditions set forth above, with the lenders under the Prepetition Exit Facility to have liens on HOS Warhorse, HOS Wild Horse and related assets and related equity pledges, in each case subordinate to the liens of the DIP Exit Facility
	• Post-petition interest to accrue at default rate and be paid in-kind during Chapter 11 Cases
	• Claims in respect of the Redemption Fee under the First Lien Facility Lender Fee Letter dated June 15, 2017 to be payable upon prepayment, repayment, repricing, refinancing (including any effective refinancing through any amendment) or acceleration of the loans under the Prepetition Exit Facility
	• Rights to participate in up to TBD% of the Equity Rights Offering (with holders of First Lien Claims and Second Lien Claims having combined rights to participate in 25% of the Equity Rights Offering)

[1] First Lien Claims include accrued and unpaid interest and other amounts due under the First Lien Credit Agreement (or under any security agreement, mortgage, guarantee agreement or promissory note entered into in connection therewith) and not otherwise paid as agreed adequate protection during Chapter 11 Cases; provided that the Redemption Fee shall receive the treatment specified herein.

Second Lien Claims Treatment	• 100% of the Second Lien Claims to be equitized into 5.1% of the New Equity (subject to dilution by DIP Exit Backstop Premium, Backstop Commitment Premium, New Warrants, and MIP) • 7-year New Warrants for 1.5% of the New Equity at $621.2 million enterprise value strike • Rights to participate in up to TBD% of the Equity Rights Offering (with holders of First Lien Claims and Second Lien Claims having combined rights to participate in 25% of the Equity Rights Offering)
Unsecured Notes Claims Treatment	• 100% of the Unsecured Notes Claims to be equitized into 0.3% of the New Equity (subject to dilution by DIP Exit Backstop Premium, Backstop Commitment Premium, New Warrants, and MIP) • 7-year New Warrants for 8.5% of the New Equity at $621.2[2] million enterprise value strike • Rights to participate in up to 75% of the Equity Rights Offering
GUC Treatment	• TBD, with trade assumed to be unimpaired
Equity Treatment	• Canceled and discharged
Other Terms of the Restructuring	
MIP	• TBD on mutually agreeable terms, prior to the launch of solicitation on the Plan
Governance	• TBD on mutually agreeable terms, prior to the launch of solicitation on the Plan
Company Structure	• Private
Plan Releases	• Customary release, indemnification, exculpation, and discharge provisions
Securities Law	• Treatment of Claims and Equity Rights Offering to be adjusted as necessary in accordance with U.S. Securities Law
Jones Act	• The Company shall preserve its Jones' Act eligibility under the Restructuring, including with respect to the distribution of New Equity as provided herein, in a manner to be agreed
Tax Matters	• The terms of the Plan and the Restructuring contemplated by this Term Sheet shall be structured to preserve favorable tax attributes of the Debtors to the extent practicable
Hornbeck Family Assets	• Treatment of Trademark and associated rights to Hornbeck name and icon, ongoing consulting services of Larry Hornbeck, and Hornbeck Family Ranch Facility Use Agreement (collectively "**Hornbeck Family Assets**") TBD on mutually agreeable terms prior to the launch of solicitation on the Plan

[2] New Warrant strike based on sum of pre-petition ABL Claims, First Lien Claims, and Second Lien Claims, plus $100 million Equity Rights Offering.

EXHIBIT B

DIP Facility Term Sheet

HORNBECK OFFSHORE SERVICES INC.

DEBTOR-IN-POSSESSION FACILITY TERM SHEET
APRIL 10, 2020

This term sheet (the "**DIP Facility Term Sheet**") summarizes certain terms and conditions (and does not purport to summarize all of the terms and conditions) of a potential superpriority secured debtor-in-possession term loan credit facility (the "**DIP Facility**") to be provided to the DIP Facility Borrowers (as defined herein), each in its capacity as a debtor and debtor in possession (together with their affiliated debtors, the "**Debtors**"), in connection with their respective cases (along with the cases of their affiliated debtors, the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). The DIP Term Loan Facility will be subject to the approval of, and consummated in the Chapter 11 Cases in, the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), in accordance with the DIP Orders and the DIP Documents. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement to which this DIP Facility Term Sheet is attached as **Exhibit B** (the "**Restructuring Support Agreement**").

Without limiting the generality of the foregoing, this DIP Facility Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution and delivery of definitive documentation in form and substance consistent with this DIP Facility Term Sheet and otherwise acceptable to the Company and the DIP Lenders as well as the satisfactory completion of due diligence.

This DIP Facility Term Sheet is presented for discussion purposes only, does not constitute a commitment to provide, accept, or consent to any financing or otherwise create any implied or express legally binding or enforceable obligation on any party (or any affiliates of a party), at law or in equity, to negotiate or enter into definitive documentation related to the DIP Facility or to negotiate in good faith or otherwise. This DIP Facility Term Sheet is provided as part of a settlement proposal in furtherance of settlement discussions and is entitled to protection from any use or disclosure to any party or person pursuant to Federal Rule of Evidence 408 and any applicable statutes, doctrines or rules protecting the use or disclosure of confidential information and information exchanged in the context of settlement discussions.

DIP Facility	
Borrowers	• Hornbeck Offshore Services, Inc. and Hornbeck Offshore Services, LLC (the "**DIP Facility Borrowers**")
Guarantors	• All subsidiaries of the DIP Facility Borrowers that are guarantors under that certain First Lien Term Loan Agreement, dated as of June 15, 2017, among the DIP Facility Borrowers, Wilmington Trust, National Association, as agent, and the lenders party thereto (the "**Prepetition First Lien Term Loan Agreement**") and any other subsidiary of Hornbeck Offshore Services, Inc. that is a debtor in the Chapter 11 Cases (as defined below) (collectively, with the DIP Facility Borrowers, the "**Loan Parties**")
Agent	• Wilmington Trust, National Association
Lenders	• Certain Consenting Secured Lenders (to provide 75% of the DIP Facility) and certain Consenting Unsecured Noteholders (to provide 25% of the DIP Facility), and, in each case, funds and other entities affiliated with the foregoing

Amount & Type	• A superpriority senior secured debtor-in-possession term loan credit facility (the "**DIP Facility**") comprised of new money loans in an aggregate principal amount not to exceed $75 million
Tenor	• 6 months
Use of Proceeds	• The proceeds of the DIP Facility shall be used: o To repay in full that certain Senior Credit Agreement, dated as of June 28, 2019, among the DIP Facility Borrowers (the "**Prepetition ABL Credit Agreement**"), the agent party thereto and the lenders party thereto, to be effected upon entry of the "interim DIP order" in respect of the Chapter 11 Cases o Upon entry of the "final DIP order" in respect of the Chapter 11 Cases: ▪ To pay certain costs, fees and expenses related to the Chapter 11 Cases ▪ To pay certain adequate protection payments related to the Chapter 11 Cases ▪ To fund certain working capital needs of the Debtors during the Chapter 11 Cases
Interest Rate	• LIBOR plus 12.50%, with a 1.00% LIBOR "floor"
Fees	• Upfront fee of 2.50% • Exit fee of 1.00%
Amortization	• None
DIP Collateral	• Substantially all present and after acquired property (whether tangible, intangible, real, personal or mixed) of the Loan Parties
Priority of DIP Collateral	• Superpriority priming liens on all encumbered assets and a first lien on all unencumbered assets, subject to customary exceptions and prior permitted liens under the prepetition debt facilities, as well as post-closing undertakings with respect to HOS Port, LLC, Brazil and Mexico.
Adequate Protection	• The secured parties under the Prepetition First Lien Term Loan Agreement, the secured parties under the Prepetition Second Lien Term Loan Agreement and the DIP Facility Borrowers shall be entitled to receive usual and customary adequate protection for any diminution in value arising from (a) the sale, lease or use by the Debtors of prepetition collateral in respect of such prepetition indebtedness, including cash collateral, (b) the priming of their security interests and liens in the prepetition collateral in respect of such prepetition indebtedness and (c) the imposition of the automatic stay pursuant to section 362 of title 11 of the United States Code
Milestones	• Consistent with the Milestones set forth in the Restructuring Support Agreement
Carve Out	• See **Annex A**
Conditions Precedent to	• Usual and customary for financings of this type

Closing and Funding	
Mandatory and Voluntary Prepayments	• Usual and customary for financings of this type
Representations and Warranties	• Usual and customary for financings of this type
Financial Reporting Requirements	• Usual and customary for financings of this type, including financial statement reporting, budget reporting and budget variance reporting. Budget variance reporting to be provided every two weeks. Liquidity reporting (including receipts/disbursements and opening/ending cash) to be provided every week
Financial Covenants	• Usual and customary for financings of this type, including a budget variance covenant. Budget variance covenant to be tested every two weeks as follows: o Cash Receipts/Disbursements: 20% for initial two week period; thereafter, 15% for each four week period immediately preceding the testing date o Professional Fees (Kirkland & Ellis LLP): 15% for each two week period o Professional Fees (Portage Point Partners): 15% for each two week period
Other Covenants	• Other affirmative and negative covenants usual and customary for financings of this type
Events of Default	• Usual and customary for financings of this type
Voting	• Usual and customary for financings of this type
Counsel to DIP Lenders	• Davis Polk & Wardwell LLP, Creel, García-Cuéllar, Aiza y Enriquez, S.C., Blank Rome LLP, Porter Hedges LLP and each other special and local counsel in all applicable jurisdictions
Counsel to DIP Agent	• Thompson Hine LLP

Annex A

Carve-out

1. ***Carve Out.***

(a) Carve Out. As used in this Interim Order, the "**Carve Out**" means the sum of (i) all fees required to be paid to the Clerk of the Court and to the Office of the U.S. Trustee under section 1930(a) of title 28 of the United States Code plus interest at the statutory rate (without regard to the Carve Out Trigger Notice (as defined herein)); (ii) all reasonable fees and expenses up to $100,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to Carve Out Trigger Notice); (iii) all unpaid fees and expenses, to the extent allowed by interim order, procedural order, or final order of the Court or otherwise at any time (the "**Allowed Professional Fees**"), incurred by persons or firms retained by the Debtors pursuant to section 327, 328 or 363 of the Bankruptcy Code and a Creditors' Committee (if appointed) pursuant to section 328 or 1103 of the Bankruptcy Code (collectively, the "**Professional Persons**") at any time before or on the first business day following delivery of a Carve Out Trigger Notice, whether allowed by the Court prior to or after the delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $3.5 million incurred after the first business day following delivery of a Carve Out Trigger Notice (the "**Post-Carve Out Trigger Notice Cap**"). For purposes of the foregoing, "**Carve Out Trigger Notice**" shall mean a written notice delivered by email (or other electronic means) by the Applicable Agent[3] to the Debtors, their lead restructuring counsel, the U.S. Trustee and counsel to the Creditors' Committee, which notice may be delivered following the occurrence and during the continuation of an Event of Default and, with respect to a Carve Out Trigger Notice delivered by the DIP Agent, acceleration of the DIP Obligations under the DIP Facility and, with respect to a Carve Out Trigger Notice delivered by the Cash Collateral Agent, the termination of the use of Cash Collateral, stating that the Post-Carve Out Trigger Notice Cap has been invoked.

[3] The "**Applicable Agent**" shall mean (a) at all times while there are any outstanding Commitments (as defined in the DIP Credit Agreement) or DIP Obligations, the DIP Agent (acting at the direction of the Required DIP Lenders) and (b) at all other times, (i) the Prepetition 1L Term Agent (acting at the direction of Required 1L Term Lenders) and (ii) until the ABL Satisfaction Date, the Prepetition ABL Agent (acting at the direction of the Required Lenders (as defined in the Prepetition ABL Credit Agreement, the "**Required ABL Lenders**")) (collectively (i) and (ii), as applicable, the "**Cash Collateral Agent**"). The "**Applicable Required Lenders**" shall mean, as applicable, the Required DIP Lenders, the Required 1L Term Lenders and the Required ABL Lenders.

(b) Delivery of Weekly Fee Statements. Not later than 7:00 p.m. New York time on the third business day of each week starting with the first full calendar week following entry of this Interim Order, each Professional Person shall deliver to the Debtors a statement setting forth a good-faith estimate of the amount of fees and expenses (collectively, "**Estimated Fees and Expenses**") incurred during the preceding week by such Professional Person (through Saturday of such week, the "**Calculation Date**"), along with a good-faith estimate of the cumulative total amount of unreimbursed fees and expenses incurred through the applicable Calculation Date and a statement of the amount of such fees and expenses that have been paid to date by the Debtors (each such statement, a "**Weekly Statement**"); *provided, that* within one business day of the Termination Declaration Date (as defined below), each Professional Person shall deliver one additional statement (the "**Final Statement**") setting forth a good-faith estimate of the amount of fees and expenses incurred during the period commencing on the calendar day after the most recent Calculation Date for which a Weekly Statement has been delivered and concluding on the Termination Declaration Date. If any Professional Person fails to deliver a Weekly Statement within three calendar days after such Weekly Statement is due, such Professional Person's entitlement (if any) to any funds in the Carve Out Reserves (as defined below) with respect to the aggregate unpaid amount of Allowed Professional Fees for the applicable period(s) for which such Professional Person failed to deliver a Weekly Statement covering such period shall be limited to the aggregate unpaid amount of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person; *provided, that* such Professional Person shall be entitled to be paid any unpaid amount of Allowed Professional Fees in excess of Allowed Professional Fees included in the Approved Budget for such period for such Professional Person from a reserve to be funded by the Debtors from all cash on hand as of such date and any available cash thereafter held by any Debtor pursuant to paragraph 5(c) below. The requirements of this paragraph 5(b) shall not apply to Guggenheim Securities, LLC.

(c) Carve Out Reserves. On the day on which a Carve Out Trigger Notice is delivered to the Debtors with a copy to counsel to the Creditors' Committee (the "**Termination Declaration Date**"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the then unpaid amounts of the Allowed Professional Fees. The Debtors shall deposit and hold such amounts in a segregated account at the DIP Agent in trust to pay such then unpaid Allowed Professional Fees (the "**Pre-Carve Out Trigger Notice Reserve**") prior to

any and all other claims. On the Termination Declaration Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Trigger Notice Cap. The Debtors shall deposit and hold such amounts in a segregated account at the Applicable Agent in trust to pay such Allowed Professional Fees benefiting from the Post-Carve Out Trigger Notice Cap (the "**Post-Carve Out Trigger Notice Reserve**" and, together with the Pre-Carve Out Trigger Notice Reserve, the "**Carve Out Reserves**") prior to any and all other claims.

(d) All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (a)(i) through (a)(iii) of the definition of Carve Out set forth above (the "**Pre-Carve Out Amounts**"), but not, for the avoidance of doubt, the Post-Carve Out Trigger Notice Cap, until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Secured Parties, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments (as defined in the DIP Credit Agreement) have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities.

(e) All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "**Post-Carve Out Amounts**"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, to pay the DIP Agent for the benefit of the DIP Secured Parties, unless the DIP Obligations have been indefeasibly paid in full, in cash, and all Commitments have been terminated, in which case any such excess shall be paid to the Prepetition Secured Parties in accordance with their rights and priorities.

(f) Notwithstanding anything to the contrary in the DIP Documents, or this Interim Order, if either of the Carve Out Reserves is not funded in full in the amounts set forth in this paragraph 5, then any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts and Post-Carve Out Amounts, respectively (subject to the limits contained in the Post-Carve Out Trigger Notice Cap), shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in subparagraph 5(b), prior to making any payments to the DIP Agent or the Prepetition Secured Parties, as applicable.

(g) Notwithstanding anything to the contrary in the DIP Documents or this Interim Order, following delivery of a Carve Out Trigger Notice, the DIP Agent and the Prepetition 1L Term Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve Out Reserves have been fully funded, but shall have a security interest in any residual interest in the Carve Out Reserves, with any excess paid in accordance with subparagraphs 5(c) and 5(d).

(h) Further, notwithstanding anything to the contrary in this Interim Order, (i) the failure of the Carve Out Reserves to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out and (ii) in no way shall any Approved Budget, Carve Out, Post-Carve Out Trigger Notice Cap, Carve Out Reserves or any of the foregoing be construed as a cap or limitation on the amount of the Allowed Professional Fees due and payable by the Debtors. For the avoidance of doubt and notwithstanding anything to the contrary in this Interim Order, the DIP Documents or in any Prepetition Debt Documents, the Carve Out shall be senior to all liens and claims securing the DIP Facility, the Adequate Protection Liens, the 507(b) Claims (as defined herein) and any and all other forms of adequate protection, liens or claims securing the DIP Obligations or the Prepetition Secured Debt.

(i) Payment of Allowed Professional Fees Prior to the Termination Declaration Date. Any payment or reimbursement made prior to the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall not reduce the Carve Out.

(j) [Reserved].

(k) No Direct Obligation To Pay Allowed Professional Fees. None of the DIP Agent, the DIP Lenders or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Interim Order or otherwise shall be construed to obligate the DIP Agent, the DIP Lenders or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(l) Payment of Carve Out On or After the Termination Declaration Date. Any payment or reimbursement made on or after the occurrence of the Termination Declaration Date in respect of any Allowed Professional Fees shall permanently reduce the Carve Out on a dollar-for-dollar basis.

EXHIBIT C

Form of Joinder

JOINDER TO RESTRUCTURING SUPPORT AGREEMENT

This Joinder to the Restructuring Support Agreement, dated as of April 10, 2020 (as amended, supplemented, or otherwise modified from time to time, the "**Agreement**"), by and among the Parties is executed and delivered, on behalf of itself and any of its Affiliates, by _____ (the "**Joinder Party**") as of _____, 2020. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement To Be Bound. The Joinder Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex [●] (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof). The Joinder Party shall hereafter be deemed to be a "Consenting Lender" under the Agreement with respect to any Claim/Interest, against Hornbeck held by such Joinder Party, including with respect to any and all First Lien Claims, Second Lien Claims, ABL Claims, or Unsecured Notes Claims acquired subsequent to the date hereof by such Joinder Party.

2. Representations and Warranties. The Joinder Party hereby makes the representations and warranties of the Consenting Creditors set forth in the Agreement to each other Party to the Agreement.

3. Governing Law. This Joinder shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to any conflict of laws provisions which would require the application of the law of any other jurisdiction.

Date Executed:

[CONSENTING CREDITOR]

[INSERT ENTITY NAME]

_____
Name:
Title:

Address:
E-mail address(es):

Aggregate Principal Amounts Beneficially Owned or Managed on Account of:	
ABL Loans	
First Lien Term Loans	
Second Lien Term Loans	
Unsecured Notes	

EXHIBIT D

Form of Transfer Agreement

TRANSFER AGREEMENT UNDER RESTRUCTURING SUPPORT AGREEMENT

The undersigned ("**Transferee**"), on behalf of itself and any of its Affiliates, hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of April 10, 2020 (the "**Agreement**"),[4] by and among Hornbeck Offshore Services, Inc. ("**Hornbeck**") and the Company Parties bound thereto and the Consenting Creditors, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"). Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement To Be Bound. The Transferee hereby agrees to be bound by (a) all of the terms of the Agreement, a copy of which is attached to this Transfer Agreement as Annex [●] (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof), and (b) the agreements and obligations of the Transferor of the [First Lien Claims, Second Lien Claims, ABL Claims, or Unsecured Notes Claims] to be acquired in connection with the execution of this Transfer Agreement, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein. The Transferee shall hereafter be deemed to be a "Consenting Creditor" under the Agreement with respect to any and all Claims against Hornbeck held by such Transferee including with respect to any and all First Lien Claims, Second Lien Claims, ABL Claims, or Unsecured Notes Claims acquired subsequent to the date hereof by such Transferee.

2. Representations and Warranties.

The Transferee hereby makes the representations and warranties of the Consenting Creditors set forth in the Agreement to each other Party to the Agreement.

3. Governing Law.

This Transfer Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to any conflict of laws provisions which would require the application of the law of any other jurisdiction.

Date Executed:

[CONSENTING CREDITOR]

[INSERT ENTITY NAME]

_____
Name:
Title:

[4] Capitalized terms not used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Address:

E-mail address(es):

Aggregate Amounts Beneficially Owned or Managed on Account of:	
First Lien Term Loans	
Second Lien Term Loans	
ABL Loans	
Unsecured Notes	

EXHIBIT E

Forbearance Agreements

Execution Version

AMENDED AND RESTATED FORBEARANCE AGREEMENT

This Amended and Restated Forbearance Agreement (this "Agreement") entered into as of March 31, 2020, is by and among Hornbeck Offshore Services, Inc., a Delaware corporation (the "Borrower"), the Lenders (hereinafter defined) party hereto (the "Specified Lenders") constituting the "Required Lenders" under the Credit Agreement (as defined below), the guarantors party to the Credit Agreement (the "Guarantors") and Wilmington Trust, National Association, as administrative agent and collateral agent for the Lenders ("Wilmington Trust" and, in such capacity, the "ABL Agent") and amends and restates in its entirety the Forbearance Agreement in respect of the Credit Agreement entered into on March 2, 2020 (the "Existing ABL Forbearance Agreement"), by and among the Borrower, the Guarantors and lenders under the Credit Agreement party thereto.

WHEREAS, the Borrower, the Guarantors, the lenders from time to time party thereto (the "Lenders") and the ABL Agent are parties to the Senior Credit Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement");

WHEREAS, the Borrower, the guarantors party thereto from time to time (the "2020 Notes Guarantors") and Wilmington Trust are parties to that certain Indenture, dated as of March 16, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "2020 Notes Indenture"), under which certain 5.875% Senior Notes due 2020 were issued (the "2020 Notes");

WHEREAS, the principal amount of outstanding 2020 Notes is due in full on April 1, 2020 (or if such day is not a Business Day (as defined in the 2020 Notes Indenture), on the next succeeding Business Day) (the "2020 Notes Principal Payment"), and the Borrower anticipates not making such 2020 Notes Principal Payment on such date (the "2020 Notes Payment Non-Compliance");

WHEREAS, the Borrower, the guarantors party thereto from time to time (the "2021 Notes Guarantors") and Wilmington Trust are parties to that certain Indenture, dated as of March 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "2021 Notes Indenture"), under which certain 5.000% Senior Notes due 2021 were issued (the "2021 Notes" and, together with the 2020 Notes, the "Notes");

WHEREAS, an interest payment on the 2021 Notes in the amount of $11,250,000 was due on March 1, 2020 (or if such day was not a Business Day (as defined in the 2021 Notes Indenture), on the next succeeding Business Day) (the "2021 Notes Interest Payment" and, together with the 2020 Notes Principal Payment, individually or collectively as the context requires, the "Specified Payments"), and the Borrower did not make such 2021 Notes Interest Payment on such date (the "2021 Notes Payment Non-Compliance");

WHEREAS, pursuant to Section 11.1(e) of the Credit Agreement, if the Borrower or any Guarantor fails to make any payment (whether of principal or interest and regardless of amount) of any Material Indebtedness, when and as the same shall become due and payable (including either Specified Payment), an Event of Default will result;

WHEREAS, pursuant to Section 10.1.2(a) and Section 10.1.2(c) of the Credit Agreement, if the Borrower fails to deliver all annual financial statements and other information that would be required to be contained in a filing with SEC on Form 10-K in respect of the fiscal year ending December 31, 2019 and the related Compliance Certificate, an Event of Default will result (the "Reporting Non-Compliance");

WHEREAS, HOS WELLMAX Services, LLC will commence a voluntary case under Chapter 11 of Title 11 of the United States Code in the Bankruptcy Court for the Southern District of Texas (such proceeding, the "Specified Bankruptcy Proceeding") (such non-compliance, the "Bankruptcy Non-Compliance"; the Bankruptcy Non-Compliance, together with the 2020 Notes Payment Non-Compliance, the 2021 Notes Payment Non-Compliance and the Reporting Non-Compliance, collectively, the "Non-Compliance");

WHEREAS, pursuant to Section 11.1(h)(i) of the Credit Agreement, if the Borrower or any Guarantor voluntarily commences any proceeding or files any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law, an Event of Default will result;

WHEREAS, the Borrower and the Guarantors have requested that the ABL Agent and the Specified Lenders temporarily forbear, solely by reason of (1) an Event of Default under Section 11.1(h)(i) of the Credit Agreement arising on account of the Bankruptcy Non-Compliance, (2) an Event of Default arising on account of the Reporting Non-Compliance and (3) a cross-default under (x) Section 11.1(e) of the Credit Agreement arising on account of the 2020 Notes Payment Non-Compliance and the 2021 Notes Payment Non-Compliance and (y) Section 11.1(f) of the Credit Agreement arising on account of (a) any cross-defaults in respect of the 2020 Notes Payment Non-Compliance, the 2021 Notes Payment Non-Compliance and the Bankruptcy Non-Compliance or (b) any cross-defaults in respect of the Reporting Non-Compliance (but, in the case of this clause (y), except to the extent that the events described in this clause (y) (other than the 2020 Notes Payment Non-Compliance) has resulted in the holders of any other applicable Debt actually having accelerated or required that such other Debt become immediately redeemed or repurchased (or offered to be redeemed or repurchased) prior to its maturity) (the Events of Default described in the preceding clauses (1), (2) and (3), collectively, the "Designated Event of Default") from exercising ABL Rights and Remedies (as defined below) from the date hereof until the Termination Date (as defined below);

WHEREAS, absent the entry into this Agreement, by reason of the Designated Event of Default, the Borrower acknowledges that the ABL Agent and the Required Lenders would be authorized to exercise all rights and remedies available to them under the Credit Agreement and the other Loan Documents and applicable law or in equity or otherwise (all such rights and remedies, collectively, "ABL Rights and Remedies");

WHEREAS, on March 2, 2020, the Borrower entered into a forbearance agreement (the "Existing First Lien Forbearance Agreement") with the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders", in each case under and as defined in that certain First Lien Term Loan Agreement, dated as of June 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date

hereof, the "First Lien Term Loan Agreement"), among the Borrower, the lenders from time to time party thereto, and Wilmington Trust, as administrative agent and collateral agent;

WHEREAS, on or prior to the date hereof, the Borrower, the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders" (in each case under and as defined in the First Lien Term Loan Agreement) amended and restated the Existing First Lien Forbearance Agreement (as so amended and restated, the "First Lien Forbearance Agreement"), a true and complete copy of which is attached hereto as Exhibit A;

WHEREAS, on March 2, 2020, the Borrower entered into a forbearance agreement (the "Existing Second Lien Forbearance Agreement") with the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders", in each case under and as defined in that certain Second Lien Term Loan Agreement, dated as of February 7, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified through the date hereof, the "Second Lien Term Loan Agreement"), among the Borrower, the lenders from time to time party thereto, and the administrative agent and collateral agent party thereto;

WHEREAS, on or prior to the date hereof, the Borrower, the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders" (in each case under and as defined in the Second Lien Term Loan Agreement) amended and restated the Existing Second Lien Forbearance Agreement (as so amended and restated, the "Second Lien Forbearance Agreement"), a true and complete copy of which is attached hereto as Exhibit B;

WHEREAS, on or prior to the date hereof, the Borrower and the 2020 Note Guarantors have entered into a forbearance agreement with the trustee under the 2020 Notes Indenture and the "Holders" (as defined in the 2020 Notes Indenture) of more than 75% in principal of the then outstanding 2020 Notes, a true and complete copy of which is attached hereto as Exhibit C (the "2020 Notes Forbearance Agreement");

WHEREAS, on or prior to the date hereof, the Borrower and the 2021 Note Guarantors have entered into a forbearance agreement with the trustee under the 2021 Notes Indenture and the "Holders" (as defined in the 2021 Notes Indenture) of more than 75% in principal of the then outstanding 2021 Notes, a true and complete copy of which is attached hereto as Exhibit D (the "2021 Notes Forbearance Agreement");

WHEREAS, the Borrower will continue to negotiate and document the terms of a mutually agreeable restructuring transaction (the agreement documenting such restructuring transaction, the "Restructuring Support Agreement") with and among the Lenders, the Obligors, and such other parties as may be appropriate and acceptable to the foregoing; and

WHEREAS, on account of this Agreement and subject to the terms and conditions set forth herein, until the Termination Date, the ABL Agent and the Specified Lenders have agreed to forbear from their rights to exercise any ABL Rights and Remedies arising as a result of the Designated Event of Default.

NOW THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

Section 1. Defined Terms. Unless otherwise defined in this Agreement, each capitalized term used in this Agreement has the meaning given such term in the Credit Agreement. As used in this Agreement, each of the terms defined in the opening paragraph and the WHEREAS provisions above shall have the meanings assigned to such terms therein. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise specified. The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" means "including, without limitation". Paragraph headings have been inserted in this Agreement as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement.

Section 2. Acknowledgement and Forbearance.

(a) In reliance upon the representations, warranties and covenants of the Obligors contained in this Agreement, and subject to the terms and conditions of this Agreement, the ABL Agent and the Specified Lenders hereby agree that, from and after the date hereof until the earliest occurrence of any Termination Event (as defined below), the ABL Agent and the Specified Lenders shall not exercise any ABL Rights and Remedies arising as a result of the Designated Event of Default and the Borrower shall be permitted to convert or continue any Loan as a Loan bearing interest at the LIBO Rate. Furthermore, the ABL Agent and Specified Lenders hereby expressly waive any notice requirement arising under the Loan Documents on account of the Designated Event of Default. As used in this Agreement, the occurrence of any one or more of the following events shall constitute a "Termination Event" (the earliest date on which any Termination Event occurs shall be referred to herein as the "Termination Date"; and the period from the date hereof until the Termination Date, the "Forbearance Period"):

(i) the occurrence of any Event of Default that is not the Designated Event of Default (which, for the avoidance of doubt, shall include, without limiting the scope of any such other Events of Default, (x) other than with respect to the 2020 Notes, the holder or holders of any Material Indebtedness or any trustee or administrative agent on its or their behalf causing such Material Indebtedness to become due, or requiring the redemption thereof or requiring any offer to redeem to be made in respect thereof, prior to its scheduled maturity or requiring the Borrower or any Guarantor to make an offer in respect thereof in each case on account of any Non-Compliance or any cross-default in respect thereof and (y) other than with respect to the Bankruptcy Non-Compliance, the occurrence of any Event of Default under Section 11.1(g) or (h) of the Credit Agreement or the occurrence of any event

described in Section 11.1(g) or (h) that would cause an Event of Default to occur under Section 11.1(g) or (h) but for any applicable automatic stay order);

(ii) any holder or holders of any Material Indebtedness or any trustee or administrative agent on its or their behalf (x) institutes any proceeding seeking collection of any amounts outstanding under such Material Indebtedness or (y) exercises any rights and remedies available to them under such Material Indebtedness or applicable law or in equity or otherwise (including, without limitation, by commencing an involuntary proceeding or filing an involuntary petition seeking (a) liquidation, reorganization or other relief in respect of the Borrower or any Subsidiary thereof 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 (b) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Subsidiary thereof; *provided*, that, the Parent Borrower agrees to notify the Specified Lenders immediately upon the filing of any such proceeding or petition);

(iii) any Obligor repudiates or asserts a defense in writing to any obligation or liability under this Agreement, the Credit Agreement or any other Loan Document or makes or pursues a claim in writing against the ABL Agent or any Lender in connection with this Agreement, the Credit Agreement or any other Loan Document;

(iv) any representation or warranty made or deemed made by or on behalf of the Borrower or any Guarantor in or in connection with this Agreement shall prove to have been incorrect in any material adverse respect when made or deemed made;

(v) the Obligors shall fail to observe or perform any covenant, condition or agreement contained in this Agreement;

(vi) (x) the occurrence of a "Termination Event" under and as defined in the First Lien Forbearance Agreement, (y) the First Lien Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the First Lien Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(vii) (x) the occurrence of a "Termination Event" under and as defined in the Second Lien Forbearance Agreement, (y) the Second Lien Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the Second Lien Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such

amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(viii) (x) the occurrence of an "Event of Termination" under and as defined in the 2020 Notes Forbearance Agreement, (y) the 2020 Notes Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the 2020 Notes Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(ix) (x) the occurrence of an "Event of Termination" under and as defined in the 2021 Notes Forbearance Agreement, (y) the 2021 Notes Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the 2021 Notes Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(x) a Restructuring Support Agreement among the Borrower, the other Obligors and Lenders (acting in their sole discretion) holding two-thirds in principal of outstanding Loans has not become effective by April 8, 2020; provided that, the event described in this clause (x) shall constitute a Termination Event only if the Specified Lenders holding a majority in principal of Loans held by all Specified Lenders send a written notice to the Borrower specifying that such event is a Termination Event;

(xi) (x) any class of creditors terminates the Restructuring Support Agreement pursuant to the terms thereof, (y) the Restructuring Support Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the Restructuring Support Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver that is made in accordance with the terms of the Restructuring Support Agreement or consented to in writing by the Specified Lenders holding a majority in principal of Loans held by all Specified Lenders;

(xii) (x) the Specified Bankruptcy Proceeding is converted or dismissed, or a Chapter 11 trustee or examiner with expanded powers is appointed or (y) any pleading or other document is filed or any other action is taken by the Borrower or any Subsidiary thereof (including HOS WELLMAX Services, LLC) in the Specified Bankruptcy Proceeding without the prior written consent of the Required Lenders;

(xiii) the Borrower or any Subsidiary thereof makes any payment of principal of, or interest on, the Notes, or takes any step to redeem any of the Notes;

(xiv) the Borrower notifies any Specified Lender or its representatives in writing that it has terminated discussions regarding a potential restructuring or recapitalization transaction with respect to the Borrower; or

(xv) 11:59 p.m. New York time on April 20, 2020; provided, further, that the Termination Event described in this clause (xv) shall further extend to 11:59 p.m. New York time on any date agreed to by the Required Lenders (in their sole discretion) and the Borrower (which such extension may be documented by email).

Notwithstanding anything contained herein to the contrary, the parties hereto reserve all rights and defenses in respect of the Non-Compliance and any cure in respect thereof.

(b) Each Obligor hereby acknowledges and agrees that upon the occurrence of a Termination Event, (i) the relief provided under this Agreement (including, without limitation, under Sections 2(a) hereof) shall immediately and automatically terminate, (ii) subject to the immediately preceding sentence, the Designated Event of Default shall continue to constitute an Event of Default and (iii) the ABL Agent and the Lenders shall have the right to exercise the ABL Rights and Remedies as a result of the Designated Event of Default. Each Obligor hereby further acknowledges and agrees that from and after the Termination Date, the ABL Agent and the Specified Lenders shall be under no obligation of any kind whatsoever to forbear from exercising any rights or remedies on account of the Designated Event of Default.

(c) Furthermore, the ABL Agent and the Specified Lenders expressly reserve all ABL Rights and Remedies with respect to any Event of Default now existing or hereafter arising under the Credit Agreement or any of the other Loan Documents and, upon the occurrence of a Termination Event, the Designated Event of Default, including without limitation (x) the right to declare the Commitments to be terminated, (y) the right to demand immediate full payment of all Obligations owing under the Credit Agreement and the other Loan Documents and (z) the right to repossess and take other action with respect to any or all Collateral, including the liquidation thereof pursuant to the security interest granted under the Guaranty and Security Agreement or any other Security Document.

Section 3. Conditions to Effectiveness. This Agreement shall become effective as of the first date (the "Effective Date") on which each of the following conditions shall have been satisfied:

(a) the ABL Agent shall have received a countersigned signature page of this Agreement duly executed by the Borrower, the Guarantors, the Specified Lenders constituting the Required Lenders and the ABL Agent;

(b) the First Lien Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof;

(c) the Second Lien Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof;

(d) the 2020 Notes Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof; and

(e) the 2021 Notes Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof.

Section 4. Representations and Warranties. Each Obligor hereby represents and warrants that, as of the date hereof after giving effect to this Agreement:

(a) the execution, delivery and performance by such Obligor of this Agreement 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 such Obligor or any Restricted Subsidiary of the Borrower;

(b) this Agreement has been duly executed and delivered by such Obligor and constitutes a legal, valid and binding obligation of such Obligor 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;

(c) the representations and warranties of the Obligors contained in the Credit Agreement (other than Sections 9.1.7(b) or 9.1.7(c) of the Credit Agreement) are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Effective Date, except that any representation and warranty which by its terms is made as of a specified date shall be true and correct only as of such specified date; provided that, notwithstanding the foregoing, the Obligors make no representation and warranty with respect to Section 9.1.17 of the Credit Agreement solely insofar as such representations and warranties relate to the Non-Compliance; and

(d) except for the Designated Event of Default, no Default or Event of Default has occurred and is continuing.

Section 5. Agreements.

(a) Borrower acknowledges and agrees that (i) on the date hereof all outstanding Obligations are payable in accordance with their terms and the Borrower and the Guarantors each

hereby waive any defense, offset, counterclaim or recoupment with respect thereto and (ii) on the date hereof the aggregate principal amount of Loans outstanding is $50,000,000.00.

(b) The ABL Agent and the Specified Lenders hereby expressly reserve all of their rights, remedies, and claims under the Loan Documents. Except as expressly provided in this Agreement in respect of the Designated Event of Default, nothing in this Agreement shall constitute a waiver or relinquishment of (i) any Default or Event of Default under any of the Loan Documents, (ii) any of the agreements, terms or conditions contained in any of the Loan Documents, (iii) any rights or remedies of any Secured Party with respect to the Loan Documents, or (iv) the rights of any Secured Party to collect the full amounts owing to them under the Loan Documents.

(c) The Borrower and each Guarantor do hereby adopt, ratify, and confirm the Credit Agreement and acknowledge and agree that the Credit Agreement is and remains in full force and effect, and the Borrower and Guarantors acknowledge and agree that their respective liabilities and obligations under the Credit Agreement, the other Loan Documents, and the Obligations, are not impaired in any respect by this Agreement.

(d) During the Forbearance Period, the Borrower and Guarantors covenant to the ABL Agent and the Lenders that they shall not, nor shall they permit any of their Restricted Subsidiaries to, directly or indirectly engage in any transactions, make any payments or transfers or take any action (or forbear from taking any action), in each case outside the ordinary course of business, except as expressly permitted hereunder. Without limiting the generality of the foregoing and whether or not any transaction, payment, transfer or other action is done in the ordinary course of business, during the Forbearance Period the Borrower and the Guarantors shall not, nor shall they permit any of their Restricted Subsidiaries to, directly or indirectly:

(i) make any Investment in reliance on clause (e) or clause (h) of the definition of "Permitted Investments" in the Credit Agreement;

(ii) designate any Restricted Subsidiary as an Unrestricted Subsidiary;

(iii) take any action or engage in any transaction with respect to which the taking of such action or the engagement in such transaction is conditioned under the Credit Agreement on there being no Default or Event of Default existing; or

(iv) incur or assume, directly or indirectly, any Debt, other than Debt incurred in the ordinary course (and permitted by the Credit Agreement) and not in respect of borrowed money or representing Capital Lease Obligations, without the consent of the Specified Lenders.

(e) During the Forbearance Period, the Borrower agrees to provide Brown Rudnick LLP copies of the following documents (via email to the attention of Andreas P. Andromalos (aandromalos@brownrudnick.com) and Tia C. Wallach (twallach@brownrudnick.com)) as promptly as practicable upon the entry into such documents, the provision of such documents to third-parties or the receipt of such documents from third-parties, as applicable: (i) any amendment,

supplement or modification, or any waiver in respect of, the 2020 Notes Indenture, the 2021 Notes Indenture, the First Lien Term Loan Agreement, the Second Lien Term Loan Agreement, the First Lien Forbearance Agreement, the Second Lien Forbearance Agreement, the 2020 Notes Forbearance Agreement or the 2021 Notes Forbearance Agreement, (ii) any notice of default, notice of or other documentation in respect of the exercise of rights or remedies, or any similar notice or documentation, in each case delivered by or to the Borrower or any Subsidiary thereof in respect of the 2020 Notes Indenture, the 2021 Notes Indenture, the First Lien Term Loan Agreement or the Second Lien Term Loan Agreement or (iii) any pleading or other document filed in the Specified Bankruptcy Proceeding.

(f) During the Forbearance Period, each Obligor agrees (i) to provide the Specified Lenders (or their designees) with access to inspect such Obligor's financial records or Properties during normal business hours and at the Borrower's expense, but without regard to any limitations on the frequency of visits contained in the Credit Agreement and at the expense of the Borrower, (ii) promptly to provide such customary financial and other information regarding the Obligors and their respective businesses and operations that the Specified Lenders may reasonably request to the extent (w) such information is readily available to an Obligor, (x) such information is not subject to attorney/client privilege, (y) such information does not constitute trade secrets and (z) the provision of such information is not prohibited by law or by the legally binding confidentiality obligations of any Obligor to a third party (other than another Obligor); provided that the applicable Obligor shall use commercially reasonable efforts to obtain the consent of any such third party to provide such information to the Specified Lenders on a confidential basis and use commercially reasonable efforts to communicate, to the extent permitted, the applicable information in a way that would not risk waiver of such privilege or violate the applicable obligation and (iii) to provide the Specified Lenders with access to senior officers of the Borrower and such of their other representatives, as appropriate, in relation to any of the foregoing.

(g) The Borrower agrees to pay, within three Business Days following receipt of an invoice therefor, all out-of-pocket fees and expenses incurred by the ABL Agent and the Lenders and their respective Affiliates, including, without limitation, (1) the fees, charges and disbursements of one financial advisor for the Lenders and of counsel for the ABL Agent and the Lenders (but limited, in the case of counsel, to one primary counsel for each of (x) the ABL Agent and its 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 Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for each such affected person)) and (2) travel, photocopy, mailing, courier, telephone and other similar expenses, in, each case, in connection with (i) the preparation, negotiation, execution, delivery and administration (both before and after the execution hereof and including advice of counsel to the ABL Agent and/or the Lenders as to the rights and duties of the ABL Agent and the Lenders with respect thereto) of this Agreement, the Existing ABL Forbearance Agreement, the Credit 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) or (ii) the enforcement or protection of the ABL Agent's or the Lenders' rights in connection with this Agreement, the Existing ABL

Forbearance Agreement, the Credit Agreement or any other Loan Document, including, without limitation, all out-of-pocket expenses incurred during any workout or restructuring in respect of the Obligors or the Loans.

Section 6. Reaffirmation of Loan Documents. Each Obligor hereby ratifies, confirms, acknowledges and agrees that its obligations under the Guaranty and Security Agreement and each other Loan Document to which it is party are in full force and effect, and each Obligor hereby ratifies and reaffirms its grant of liens on or security interests in their properties pursuant to such Loan Documents as security for the Obligations and the Guaranteed Obligations (as defined in the Guaranty and Security Agreement), as applicable and confirms and agrees that such liens and security interests secure all of the Obligations and Guaranteed Obligations (as defined in the Guaranty and Security Agreement), as applicable, including any additional Debt hereafter arising or incurred pursuant to or in connection with the Credit Agreement or any other Loan Document. Each Guarantor hereby ratifies, confirms, acknowledges and agrees that it continues to unconditionally and irrevocably guarantee the full and punctual payment, when due, whether at stated maturity or earlier by acceleration or otherwise, all of the Guaranteed Obligations (as defined in the Guaranty and Security Agreement), and its execution and delivery of this Agreement does not indicate or establish an approval or consent requirement by such Guarantor under the Guaranty and Security Agreement, in connection with the execution and delivery of amendments, consents or waivers to the Credit Agreement, the Notes or any of the other Loan Documents.

Section 7. Governing Law; Waiver of Jury Trial; Other Miscellaneous Provisions

THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS. 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 THE EXISTING ABL FORBEARANCE AGREEMENT, AND FOR ANY COUNTERCLAIM HEREIN OR THEREIN; (ii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR ABL 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 AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 7. The provisions of Sections 14.6 and 14.15.1 of the Credit Agreement are hereby incorporated herein *mutatis mutandis*.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or pdf. of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 9. Release. In consideration of, among other things, the forbearance provided for herein, the Borrower and each other Obligor (on its own behalf and on behalf of its respective Subsidiaries) forever waives, releases and discharges any and all claims (including, without limitation, cross-claims, counterclaims, rights of setoff and recoupment), causes of action, demands, suits, costs, expenses and damages that it now has, of whatsoever nature and kind, whether known or unknown, whether now existing, whether arising at law or in equity, against the ABL Agent and/or any Lender (in their respective capacities as such) and any of their respective subsidiaries and affiliates, and each of their respective successors, assigns, officers, directors, employees, agents, attorneys and other advisors or representatives (collectively, the "Released Parties"); provided that in each case such claim is based in whole or in part on facts, events or conditions, whether known or unknown, existing on or prior to the date hereof and which arise out of or are related to the Credit Agreement, this Agreement, the Existing ABL Forbearance Agreement, the other Loan Documents, the Obligations, the Guaranteed Obligations (as defined in the Guaranty and Security Agreement) or the Collateral (collectively, the "Released Claims"). The Borrower and the other Obligors further agree to refrain from commencing, instituting or prosecuting, or supporting any Person that commences, institutes, or prosecutes, any lawsuit, action or other proceeding against any and all Released Parties with respect to any and all Released Claims.

Section 10. Effects of this Agreement; Amendments. From and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement, as interpreted in accordance with the terms of this Agreement. This Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents. All references herein to "this Agreement," "herein," "hereunder" or words of similar import, shall in each case, be deemed to be references to the Existing ABL Forbearance Agreement as amended and restated by this Agreement. This Agreement may not be amended except pursuant to an agreement or agreements in writing entered into by each of the parties party hereto.

Section 11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Credit Agreement. During the Forbearance Period, no Specified Lender shall transfer or assign its rights under the Credit Agreement or this Agreement absent the written agreement of the transferee or assignee to be bound by the terms of this Agreement, but no Specified Lender shall be further limited in its transfer or assignment rights other than as provided in the Credit Agreement.

Section 12. Invalidity. Any provision of this Agreement 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 13. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND

MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 14. Agent Direction. The Specified Lenders hereby direct the ABL Agent to execute this Agreement. pursuant to Section 12.1.4 of the Credit Agreement. The ABL Agent shall conclusively rely on this direction in connection with its execution of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the Effective Date.

BORROWER:

HORNBECK OFFSHORE SERVICES, INC.

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

GUARANTORS:

HORNBECK OFFSHORE SERVICES, LLC

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

HORNBECK OFFSHORE OPERATORS, LLC, as a Guarantor

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

HOS PORT, LLC, as a Guarantor

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

HORNBECK OFFSHORE SERVICES DE MEXICO, S. DE R.L. DE C.V, as a Guarantor

By: /s/ Samuel A. Giberga
Samuel A. Giberga
Vice President

HORNBECK OFFSHORE NAVEGACAO, LTDA., as a Guarantor

By: /s/ Robert Thomas Gang
Robert Thomas Gang
Administrator

ADMINISTRATIVE AGENT/CERTAIN LENDERS:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

By: /s/ Nicole Kroll
Nicole Kroll
Assistant Vice President

[Lender Signature Pages are on file with the ABL Agent]

Exhibit A

[See attached.]

Exhibit B

[See attached.]

Exhibit C

[See attached.]

Exhibit D

[See attached.]

Execution Version

AMENDED AND RESTATED FORBEARANCE AGREEMENT

This Amended and Restated Forbearance Agreement (this "Agreement") entered into as of March 31, 2020, is by and among Hornbeck Offshore Services, Inc., a Delaware corporation (the "Parent Borrower"), Hornbeck Offshore Services, LLC, a Delaware limited liability company (the "Co-Borrower", and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), the lenders party hereto (the "Specified Lenders") constituting the "Required Lenders" under the Credit Agreement (as defined below), the guarantors party to the Credit Agreement (the "Guarantors"), and Wilmington Trust, National Association, as administrative agent and collateral agent for the Lenders ("Wilmington Trust" and, in such capacity, the "First Lien Agent"), and amends and restates in its entirety the Forbearance Agreement in respect of the Credit Agreement entered into on March 2, 2020 (the "Existing First Lien Forbearance Agreement"), by and among the Borrowers, the Guarantors, the lenders under the Credit Agreement party thereto, and the First Lien Agent.

WHEREAS, the Borrowers, the lenders from time to time party thereto (the "Lenders") and the First Lien Agent are parties to the First Lien Term Loan Agreement, dated as of June 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement");

WHEREAS, the Parent Borrower, the guarantors party thereto from time to time (the "2020 Notes Guarantors") and Wilmington Trust are parties to that certain Indenture, dated as of March 16, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "2020 Notes Indenture"), under which certain 5.875% Senior Notes due 2020 were issued (the "2020 Notes");

WHEREAS, the principal amount of outstanding 2020 Notes is due in full on April 1, 2020 (or if such day is not a Business Day (as defined in the 2020 Notes Indenture), on the next succeeding Business Day) (the "2020 Notes Principal Payment"), and the Parent Borrower anticipates not making such 2020 Notes Principal Payment on such date (the "2020 Notes Payment Non-Compliance");

WHEREAS, the Parent Borrower, the guarantors party thereto from time to time (the "2021 Notes Guarantors") and Wilmington Trust are parties to that certain Indenture, dated as of March 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "2021 Notes Indenture"), under which certain 5.000% Senior Notes due 2021 were issued (the "2021 Notes" and, together with the 2020 Notes, the "Notes");

WHEREAS, an interest payment on the 2021 Notes in the amount of $11,250,000 was due on March 1, 2020 (or if such day was not a Business Day (as defined in the 2021 Notes Indenture), on the next succeeding Business Day) (the "2021 Notes Interest Payment" and, together with the 2020 Notes Principal Payment, individually or collectively as the context requires, the "Specified Payments"), and the Parent Borrower did not make such 2021 Notes Interest Payment on such date (the "2021 Notes Payment Non-Compliance");

WHEREAS, pursuant to Section 10.01(f) of the Credit Agreement, if the Borrowers fail to make any payment (whether of principal or interest and regardless of amount) of any Material

Indebtedness, when and as the same shall become due and payable (including either Specified Payment), an Event of Default will result;

WHEREAS, pursuant to Section 8.01 of the Credit Agreement, if the Borrowers fail to deliver audited financial statements in respect of the fiscal year ending December 31, 2019 (including, without limitation, audited consolidated balance sheet, audited consolidated statement of income, audited consolidated statement of stockholder's equity and an audit opinion from a certified public accountant) and related certificates of compliance, an Event of Default will result (the "Reporting Non-Compliance");

WHEREAS, HOS WELLMAX Services, LLC will commence a voluntary case under Chapter 11 of Title 11 of the United States Code in the Bankruptcy Court for the Southern District of Texas (such proceeding, the "Specified Bankruptcy Proceeding") (such non-compliance, the "Bankruptcy Non-Compliance"; the Bankruptcy Non-Compliance, together with the 2020 Notes Payment Non-Compliance, the 2021 Notes Payment Non-Compliance and the Reporting Non-Compliance, collectively, the "Non-Compliance");

WHEREAS, pursuant to Section 10.01(i)(i) of the Credit Agreement, if any Borrower or Guarantor voluntarily commences any proceeding or files any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law, an Event of Default will result;

WHEREAS, the Borrowers and the Guarantors have requested that the First Lien Agent and the Specified Lenders temporarily forbear, solely by reason of (1) an Event of Default under Section 10.01(i)(i) of the Credit Agreement arising on account of the Bankruptcy Non-Compliance, (2) an Event of Default arising on account of the Reporting Non-Compliance and (3) cross-default under (x) Section 10.01(f) of the Credit Agreement arising on account of the 2020 Notes Payment Non-Compliance and the 2021 Notes Payment Non-Compliance and (y) Section 10.01(g) of the Credit Agreement arising on account of (a) any cross-defaults in respect of the 2020 Notes Payment Non-Compliance, the 2021 Notes Payment Non-Compliance and the Bankruptcy Non-Compliance or (b) any cross-defaults in respect of the Reporting Non-Compliance (but, in the case of this clause (y), except to the extent that the events described in this clause (y) (other than the 2020 Notes Payment Non-Compliance) has resulted in the holders of any other applicable Debt actually having accelerated or required that such other Debt become immediately redeemed or repurchased (or offered to be redeemed or repurchased) prior to its maturity) (the Events of Default described in the preceding clauses (1), (2) and (3), collectively, the "Designated Event of Default") from exercising First Lien Rights and Remedies (as defined below) from the date hereof until the Termination Date (as defined below);

WHEREAS, absent the entry into this Agreement, by reason of the Designated Event of Default, the Borrowers acknowledge that the First Lien Agent and the Required Lenders would be authorized to exercise all rights and remedies available to them under the Credit Agreement and the other Loan Documents and applicable law or in equity or otherwise (all such rights and remedies, collectively, "First Lien Rights and Remedies");

WHEREAS, on March 2, 2020, the Borrowers entered into a forbearance agreement (the "Existing Second Lien Forbearance Agreement") with the "Administrative Agent", the "Collateral

Agent" and those certain "Lenders" party thereto constituting the "Required Lenders", in each case under and as defined in that certain Second Lien Term Loan Agreement, dated as of February 7, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Second Lien Term Loan Agreement"), among the Borrowers, the lenders from time to time party thereto, and Wilmington Trust, as administrative agent and collateral agent;

WHEREAS, on or prior to the date hereof, the Borrowers, the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders" (in each case under and as defined in the Second Lien Term Loan Agreement) amended and restated the Existing Second Lien Forbearance Agreement (as so amended and restated, the "Second Lien Forbearance Agreement"), a true and complete copy of which is attached hereto as Exhibit A;

WHEREAS, on March 2, 2020, the Borrowers entered into a forbearance agreement (the "Existing ABL Forbearance Agreement") with the "Required Lenders" under and as defined in that certain Senior Credit Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified through the date hereof, the "ABL Credit Agreement"), among the Parent Borrower, the lenders from time to time party thereto, and the administrative agent and collateral agent party thereto;

WHEREAS, on or prior to the date hereof, the Borrowers, the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders" (in each case under and as defined in the ABL Credit Agreement) amended and restated the Existing ABL Forbearance Agreement (as so amended and restated, the "ABL Forbearance Agreement"), a true and complete copy of which is attached hereto as Exhibit B;

WHEREAS, on or prior to the date hereof, the Parent Borrower and the 2020 Note Guarantors have entered into a forbearance agreement with the trustee under the 2020 Notes Indenture and the "Holders" (as defined in the 2020 Notes Indenture) of more than 75% in principal of the then outstanding 2020 Notes, a true and complete copy of which is attached hereto as Exhibit C (the "2020 Notes Forbearance Agreement");

WHEREAS, on or prior to the date hereof, the Parent Borrower and the 2021 Note Guarantors have entered into a forbearance agreement with the trustee under the 2021 Notes Indenture and the "Holders" (as defined in the 2021 Notes Indenture) of more than 75% in principal of the then outstanding 2021 Notes, a true and complete copy of which is attached hereto as Exhibit D (the "2021 Notes Forbearance Agreement");

WHEREAS, the Parent Borrower will continue to negotiate and document the terms of a mutually agreeable restructuring transaction (the agreement documenting such restructuring transaction, the "Restructuring Support Agreement") with and among the Lenders, the Loan Parties, and such other parties as may be appropriate and acceptable to the foregoing; and

WHEREAS, on account of this Agreement and subject to the terms and conditions set forth herein, until the Termination Date, the First Lien Agent and the Specified Lenders have agreed to forbear from their rights to exercise any First Lien Rights and Remedies arising as a result of the Designated Event of Default.

NOW THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

Section 1. Defined Terms. Unless otherwise defined in this Agreement, each capitalized term used in this Agreement has the meaning given such term in the Credit Agreement. As used in this Agreement, each of the terms defined in the opening paragraph and the WHEREAS provisions above shall have the meanings assigned to such terms therein. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise specified. The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" means "including, without limitation". Paragraph headings have been inserted in this Agreement as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement.

Section 2. Acknowledgement and Forbearance.

(a) In reliance upon the representations, warranties and covenants of the Loan Parties contained in this Agreement, and subject to the terms and conditions of this Agreement, the First Lien Agent and the Specified Lenders hereby agree that, from and after the date hereof until the earliest occurrence of any Termination Event (as defined below), the First Lien Agent and the Specified Lenders shall not exercise any First Lien Rights and Remedies arising as a result of the Designated Event of Default and the Borrower shall be permitted to convert or continue any Borrowing as a Eurodollar Borrowing. Furthermore, the First Lien Agent and Specified Lenders hereby expressly waive any notice requirement arising under the Loan Documents on account of the Designated Event of Default. As used in this Agreement, the occurrence of any one or more of the following events shall constitute a "Termination Event" (the earliest date on which any Termination Event occurs shall be referred to herein as the "Termination Date"; and the period from the date hereof until the Termination Date, the "Forbearance Period"):

(i) the occurrence of any Event of Default that is not the Designated Event of Default (which, for the avoidance of doubt, shall include, without limiting the scope of any such other Events of Default, (x) other than with respect to the 2020 Notes, the holder or holders of any Material Indebtedness or any trustee or administrative agent on its or their behalf causing such Material Indebtedness to become due, or requiring the redemption thereof or requiring any offer to redeem to be made in respect thereof, prior to its scheduled maturity or requiring any Borrower or any Guarantor to make an offer in respect thereof in each case on account of any Non-Compliance or any cross-default in respect thereof and (y) other than with respect to the Bankruptcy Non-Compliance, the occurrence of any Event of Default under Section 10.01(h) or (i) of the Credit Agreement or the occurrence of any event described in Section 10.01(h) or (i) that would cause an Event of Default to occur under Section 10.01(h) or (i) but for any applicable automatic stay order);

(ii) any holder or holders of any Material Indebtedness or any trustee or administrative agent on its or their behalf (x) institutes any proceeding seeking collection of any amounts outstanding under such Material Indebtedness or (y) exercises any rights and remedies available to them under such Material Indebtedness or applicable law or in equity or otherwise (including, without limitation, by commencing an involuntary proceeding or filing an involuntary petition seeking (a) liquidation, reorganization or other relief in respect of the Parent Borrower or any Subsidiary thereof 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 (b) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower or any Subsidiary thereof; *provided*, that, the Parent Borrower agrees to notify the Specified Lenders immediately upon the filing of any such proceeding or petition);

(iii) any Loan Party repudiates or asserts a defense in writing to any obligation or liability under this Agreement, the Credit Agreement or any other Loan Document or makes or pursues a claim in writing against the First Lien Agent or any Lender in connection with this Agreement, the Credit Agreement or any other Loan Document;

(iv) any representation or warranty made or deemed made by or on behalf of the Parent Borrower, the Co-Borrower or any Guarantor in or in connection with this Agreement shall prove to have been incorrect in any material adverse respect when made or deemed made;

(v) the Loan Parties shall fail to observe or perform any covenant, condition or agreement contained in this Agreement;

(vi) (x) the occurrence of a "Termination Event" under and as defined in the Second Lien Forbearance Agreement, (y) the Second Lien Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the Second Lien Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any amendment, modification, supplement or waiver of this Agreement;

(vii) (x) the occurrence of a "Termination Event" under and as defined in the ABL Forbearance Agreement, (y) ABL Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the ABL Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(viii) (x) the occurrence of an "Event of Termination" under and as defined in the 2020 Notes Forbearance Agreement, (y) the 2020 Notes Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the 2020 Notes Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such

amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(ix) (x) the occurrence of an "Event of Termination" under and as defined in the 2021 Notes Forbearance Agreement, (y) the 2021 Notes Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the 2021 Notes Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(x) a Restructuring Support Agreement among the Borrowers, the other Loan Parties and Lenders (acting in their sole discretion) holding two-thirds in principal of outstanding Loans has not become effective by April 8, 2020; provided that, the event described in this clause (x) shall constitute a Termination Event only if the Specified Lenders holding a majority in principal of Loans held by all Specified Lenders send a written notice to the Parent Borrower specifying that such event is a Termination Event;

(xi) (x) any class of creditors terminates the Restructuring Support Agreement pursuant to the terms thereof, (y) the Restructuring Support Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the Restructuring Support Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver that is made in accordance with the terms of the Restructuring Support Agreement or consented to in writing by the Specified Lenders holding a majority in principal of Loans held by all Specified Lenders;

(xii) (x) the Specified Bankruptcy Proceeding is converted or dismissed, or a Chapter 11 trustee or examiner with expanded powers is appointed or (y) any pleading or other document is filed or any other action is taken by the Borrowers or any Subsidiary thereof (including HOS WELLMAX Services, LLC) in the Specified Bankruptcy Proceeding without the prior written consent of the Required Lenders;

(xiii) the Parent Borrower or any Subsidiary thereof makes any payment of principal of, or interest on, the Notes, or takes any step to redeem any of the Notes;

(xiv) the Parent Borrower notifies any Specified Lender or its representatives in writing that it has terminated discussions regarding a potential restructuring or recapitalization transaction with respect to the Parent Borrower; or

(xv) 11:59 p.m. New York time on April 20, 2020; provided, further, that the Termination Event described in this clause (xv) shall further extend to 11:59 p.m. New York time on any date agreed to by the Required Lenders (in their sole discretion) and the Borrowers (which such extension may be documented by email).

Notwithstanding anything contained herein to the contrary, the parties hereto reserve all rights and defenses in respect of the Non-Compliance and any cure in respect thereof.

(b) Each Loan Party hereby acknowledges and agrees that upon the occurrence of a Termination Event, (i) the relief provided under this Agreement (including, without limitation, under Sections 2(a) hereof) shall immediately and automatically terminate, (ii) subject to the immediately preceding sentence, the Designated Event of Default shall continue to constitute an Event of Default and (iii) the First Lien Agent and the Lenders shall have the right to exercise the First Lien Rights and Remedies as a result of the Designated Event of Default. Each Loan Party hereby further acknowledges and agrees that from and after the Termination Date, the First Lien Agent and the Specified Lenders shall be under no obligation of any kind whatsoever to forbear from exercising any rights or remedies on account of the Designated Event of Default.

(c) Furthermore, the First Lien Agent and the Specified Lenders expressly reserve all First Lien Rights and Remedies with respect to any Event of Default now existing or hereafter arising under the Credit Agreement or any of the other Loan Documents and, upon the occurrence of a Termination Event, the Designated Event of Default, including without limitation (x) the right to declare the Commitments to be terminated, (y) the right to demand immediate full payment of all Indebtedness owing under the Credit Agreement and the other Loan Documents and (z) the right to repossess and take other action with respect to any or all Collateral, including the liquidation thereof pursuant to the security interest granted under the Guaranty and Collateral Agreement or any other Security Instruments.

Section 3. Conditions to Effectiveness. This Agreement shall become effective as of the first date (the "Effective Date") on which each of the following conditions shall have been satisfied:

(a) the Administrative Agent shall have received a countersigned signature page of this Agreement duly executed by the Borrowers, the Guarantors, the Specified Lenders constituting the Required Lenders and the First Lien Agent;

(b) the Second Lien Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof;

(c) the ABL Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof;

(d) the 2020 Notes Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof; and

(e) the 2021 Notes Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof.

Section 4. Representations and Warranties. Each Loan Party hereby represents and warrants that, as of the date hereof after giving effect to this Agreement:

(a) the execution, delivery and performance by such Loan Party of this Agreement 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 such Loan Party or any Restricted Subsidiary of the Parent Borrower.

(b) this Agreement has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party 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.

(c) the representations and warranties of the Loan Parties contained in the Credit Agreement (other than Sections 7.04(b) or 7.19 of the Credit Agreement) are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Effective Date, except that any representation and warranty which by its terms is made as of a specified date shall be true and correct only as of such specified date; provided that, notwithstanding the foregoing, the Loan Parties make no representation and warranty with respect to Sections 7.07(b) or 7.07(c) of the Credit Agreement solely insofar as such representations and warranties relate to the Non-Compliance; and

(d) except for the Designated Event of Default, no Default or Event of Default has occurred and is continuing.

Section 5. Agreements.

(a) Borrowers acknowledge and agree that (i) on the date hereof all outstanding Obligations (as defined in the Guaranty and Collateral Agreement) are payable in accordance with their terms and the Borrowers and the Guarantors each hereby waive any defense, offset, counterclaim or recoupment with respect thereto and (ii) on the date hereof the aggregate principal amount of Loans outstanding is $350,000,000.00.

(b) The First Lien Agent and the Specified Lenders hereby expressly reserve all of their rights, remedies, and claims under the Loan Documents. Except as expressly provided in this Agreement in respect of the Designated Event of Default, nothing in this Agreement shall constitute a waiver or relinquishment of (i) any Default or Event of Default under any of the Loan Documents, (ii) any of the agreements, terms or conditions contained in any of the Loan Documents, (iii) any rights or remedies of any Secured Party with respect to the Loan Documents, or (iv) the rights of any Secured Party to collect the full amounts owing to them under the Loan Documents.

(c) The Borrowers and each Guarantor do hereby adopt, ratify, and confirm the Credit Agreement and acknowledge and agree that the Credit Agreement is and remains in full force and effect, and the Borrowers and Guarantors acknowledge and agree that their respective liabilities and obligations under the Credit Agreement, the other Loan Documents, and the Obligations, are not impaired in any respect by this Agreement.

(d) During the Forbearance Period, the Borrowers and Guarantors covenant to the First Lien Agent and the Lenders that they shall not, nor shall they permit any of their Restricted Subsidiaries to, directly or indirectly engage in any transactions, make any payments or transfers or take any action (or forbear from taking any action), in each case outside the ordinary course of business, except as expressly permitted hereunder. Without limiting the generality of the foregoing and whether or not any transaction, payment, transfer or other action is done in the ordinary course of business, during the Forbearance Period the Borrowers and the Guarantors shall not, nor shall they permit any of their Restricted Subsidiaries to, directly or indirectly:

(i) make any Investment in reliance on clause (e) or clause (h) of the definition of "Permitted Investments" in the Credit Agreement;
(ii) designate any Restricted Subsidiary as an Unrestricted Subsidiary;
(iii) take any action or engage in any transaction with respect to which the taking of such action or the engagement in such transaction is conditioned under the Credit Agreement on there being no Default or Event of Default existing; or
(iv) incur or assume, directly or indirectly, any Debt, other than Debt incurred in the ordinary course (and permitted by the Credit Agreement) and not in respect of borrowed money or representing Capital Lease Obligations, without the consent of the Specified Lenders.

(e) During the Forbearance Period, the Borrowers agree to provide Davis Polk & Wardwell LLP copies of the following documents (via email to the attention of Damian S. Schaible (damian.schaible@davispolk.com), Kenneth J. Steinberg (kenneth.steinberg@davispolk.com) and Darren S. Klein (darren.klein@davispolk.com)) as promptly as practicable upon the entry into such documents, the provision of such documents to third-parties or the receipt of such documents from third-parties, as applicable: (i) any amendment, supplement or modification, or any waiver in respect of, the 2020 Notes Indenture, the 2021 Notes Indenture, the Second Lien Term Loan Agreement, the ABL Credit Agreement, the Second Lien Forbearance Agreement, the ABL Forbearance Agreement, the 2020 Notes Forbearance Agreement or the 2021 Notes Forbearance Agreement, (ii) any notice of default, notice of or other documentation in respect of the exercise of rights or remedies, or any similar notice or documentation, in each case delivered by or to any Borrower or any Subsidiary thereof in respect of the 2020 Notes Indenture, the 2021 Notes Indenture, the Second Lien Term Loan Agreement or the ABL Credit Agreement or (iii) any pleading or other document filed in the Specified Bankruptcy Proceeding.

(f) During the Forbearance Period, each Loan Party agrees (i) to provide the Specified Lenders (or their designees) with access to inspect such Loan Party's financial records, properties and Vessel Collateral during normal business hours and at the Borrowers' expense, but without regard to any limitations on the frequency of visits contained in the Credit Agreement and at the expense of the Borrower; provided that such inspection shall be during normal business hours and inspections with respect to Vessel Collateral 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, (ii) promptly to provide such customary financial and other information regarding the Loan Parties and their respective businesses and operations (including information with respect to Vessel Collateral) that the Specified Lenders may reasonably request to the extent (w) such information is readily available to a Loan Party, (x) such information is not subject to attorney/client privilege, (y) such information does not constitute trade secrets and (z)

the provision of such information is not prohibited by law or by the legally binding confidentiality obligations of any Loan Party to a third party (other than another Loan Party); provided that the applicable Loan Party shall use commercially reasonable efforts to obtain the consent of any such third party to provide such information to the Specified Lenders on a confidential basis and use commercially reasonable efforts to communicate, to the extent permitted, the applicable information in a way that would not risk waiver of such privilege or violate the applicable obligation and (iii) to provide the Specified Lenders with access to senior officers of the Borrowers and such of their other representatives, as appropriate, in relation to any of the foregoing.

(g) The Borrowers agree to pay, within three Business Days following receipt of an invoice therefor, all out-of-pocket fees and expenses incurred by the Agents and the Lenders and their respective Affiliates, including, without limitation, (1) the fees, charges and disbursements of one financial advisor for the Lenders and of counsel for the Agents and the Lenders (but limited, in the case of counsel, 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)) and (2) travel, photocopy, mailing, courier, telephone and other similar expenses, in, each case, in connection with (i) 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, the Existing First Lien Forbearance Agreement, the Credit 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) or (ii) the enforcement or protection of the Agents' or the Lenders' rights in connection with this Agreement, the Existing First Lien Forbearance Agreement, the Credit Agreement or any other Loan Document, including, without limitation, all out-of-pocket expenses incurred during any workout or restructuring in respect of the Loan Parties or the Loans.

(h) The Borrowers agree (x) to pay on March 31, 2020 the full amount of accrued and outstanding interest on the Indebtedness entirely in cash and (y) to take any and all actions necessary to ensure that no portion of such interest payment consists of PIK Interest.

Section 6. Reaffirmation of Loan Documents. Each Loan Party hereby ratifies, confirms, acknowledges and agrees that its obligations under the Guaranty and Collateral Agreement and each other Loan Document to which it is party are in full force and effect, and each Loan Party hereby ratifies and reaffirms its grant of liens on or security interests in their properties pursuant to such Loan Documents as security for the Obligations (as defined in the Guaranty and Collateral Agreement) and confirms and agrees that such liens and security interests secure all of the Obligations (as defined in the Guaranty and Collateral Agreement), including any additional Indebtedness hereafter arising or incurred pursuant to or in connection with the Credit Agreement or any other Loan Document. Each Guarantor hereby ratifies, confirms, acknowledges and agrees that it continues to unconditionally and irrevocably guarantee the full and punctual payment, when due, whether at stated maturity or earlier by acceleration or otherwise, all of the Obligations (as

defined in the Guaranty and Collateral Agreement), and its execution and delivery of this Agreement does not indicate or establish an approval or consent requirement by such Guarantor under the Guaranty and Collateral Agreement, in connection with the execution and delivery of amendments, consents or waivers to the Credit Agreement, the Notes or any of the other Loan Documents.

Section 7. Governing Law; Waiver of Jury Trial; Other Miscellaneous Provisions

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. 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 THE EXISTING FIRST LIEN FORBEARANCE AGREEMENT, AND FOR ANY COUNTERCLAIM HEREIN OR 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 AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 7. The provisions of Sections 12.09(b) and 12.13 of the Credit Agreement are hereby incorporated herein mutatis mutandis.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or pdf. of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 9. Release. In consideration of, among other things, the forbearance provided for herein, each Borrower and each other Loan Party (on its own behalf and on behalf of its respective Subsidiaries) forever waives, releases and discharges any and all claims (including, without limitation, cross-claims, counterclaims, rights of setoff and recoupment), causes of action, demands, suits, costs, expenses and damages that it now has, of whatsoever nature and kind, whether known or unknown, whether now existing, whether arising at law or in equity, against the First Lien Agent and/or any Lender (in their respective capacities as such) and any of their respective subsidiaries and affiliates, and each of their respective successors, assigns, officers, directors, employees, agents, attorneys and other advisors or representatives (collectively, the "Released Parties"); provided that in each case such claim is based in whole or in part on facts, events or conditions, whether known or unknown, existing on or prior to the date hereof and which arise out of or are related to the Credit Agreement, this Agreement, the Existing First Lien Forbearance Agreement, the other Loan Documents, the Obligations (as defined in the Guaranty and Collateral Agreement) or the Collateral (collectively, the "Released Claims"). The Borrowers and the other Loan Parties further agree to refrain from commencing, instituting or prosecuting, or supporting any Person that commences, institutes, or prosecutes, any lawsuit, action or other proceeding against any and all Released Parties with respect to any and all Released Claims.

Section 10. Effects of this Agreement; Amendments. From and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement, as interpreted in accordance with the terms of this Agreement. This Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents. All references herein to "this Agreement," "herein," "hereunder" or words of similar import, shall in each case, be deemed to be references to the Existing First Lien Forbearance Agreement as amended and restated by this Agreement. This Agreement may not be amended except pursuant to an agreement or agreements in writing entered into by each of the parties party hereto.

Section 11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Credit Agreement. During the Forbearance Period, no Specified Lender shall transfer or assign its rights under the Credit Agreement or this Agreement absent the written agreement of the transferee or assignee to be bound by the terms of this Agreement, but no Specified Lender shall be further limited in its transfer or assignment rights other than as provided in the Credit Agreement.

Section 12. Invalidity. Any provision of this Agreement 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 13. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 14. Agent Direction. The Specified Lenders hereby direct the First Lien Agent to execute this Agreement pursuant to Section 11.03 of the Credit Agreement. The First Lien Agent shall conclusively rely on this direction in connection with its execution of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the Effective Date.

PARENT BORROWER:

HORNBECK OFFSHORE SERVICES, INC.

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

CO-BORROWER:

HORNBECK OFFSHORE SERVICES, LLC

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

GUARANTORS:

HORNBECK OFFSHORE TRANSPORTATION, LLC,
as a Guarantor

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

HOS-IV, LLC, as a Guarantor

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

HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC, as a Guarantor

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

HORNBECK OFFSHORE OPERATORS, LLC, as a Guarantor

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

ENERGY SERVICES PUERTO RICO, LLC as a Guarantor

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

HORNBECK OFFSHORE INTERNATIONAL, LLC, as a Guarantor

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

HOS PORT, LLC, as a Guarantor

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

HOS HOLDING, LLC, as a Guarantor

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

HOI HOLDING, LLC, as a Guarantor

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

HORNBECK OFFSHORE SERVICES DE MEXICO, S. DE R.L. DE C.V, as a Guarantor

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

HORNBECK OFFSHORE NAVEGACAO, LTDA., as a Guarantor

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

ADMINISTRATIVE AGENT/CERTAIN LENDERS:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

By: /s/ Nicole Kroll
Nicole Kroll
Assistant Vice President

[Lender Signature Pages are on file with the First Lien Agent]

Exhibit A

[See attached.]

Exhibit B

[See attached.]

Exhibit C

[See attached.]

Exhibit D

[See attached.]

Execution Version

AMENDED AND RESTATED FORBEARANCE AGREEMENT

This Amended and Restated Forbearance Agreement (this "Agreement") entered into as of March 31, 2020, is by and among Hornbeck Offshore Services, Inc., a Delaware corporation (the "Parent Borrower"), Hornbeck Offshore Services, LLC, a Delaware limited liability company (the "Co-Borrower", and, together with the Parent Borrower, the "Borrowers" and each a "Borrower"), the lenders party hereto (the "Specified Lenders") constituting the "Required Lenders" under the Credit Agreement (as defined below), the guarantors party to the Credit Agreement (the "Guarantors"), and Wilmington Trust, National Association, as administrative agent and collateral agent for the Lenders ("Wilmington Trust" and, in such capacity, the "Second Lien Agent"), and amends and restates in its entirety the Forbearance Agreement in respect of the Credit Agreement entered into on March 2, 2020 (the "Existing Second Lien Forbearance Agreement"), by and among the Borrowers, the Guarantors, the lenders under the Credit Agreement party thereto, and the Second Lien Agent.

WHEREAS, the Borrowers, the lenders from time to time party thereto (the "Lenders") and the Second Lien Agent are parties to the Second Lien Term Loan Agreement, dated as of February 7, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Credit Agreement");

WHEREAS, the Parent Borrower, the guarantors party thereto from time to time (the "2020 Notes Guarantors") and Wilmington Trust are parties to that certain Indenture, dated as of March 16, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "2020 Notes Indenture"), under which certain 5.875% Senior Notes due 2020 were issued (the "2020 Notes");

WHEREAS, the principal amount of outstanding 2020 Notes is due in full on April 1, 2020 (or if such day is not a Business Day (as defined in the 2020 Notes Indenture), on the next succeeding Business Day) (the "2020 Notes Principal Payment"), and the Parent Borrower anticipates not making such 2020 Notes Principal Payment on such date (the "2020 Notes Payment Non-Compliance");

WHEREAS, the Parent Borrower, the guarantors party thereto from time to time (the "2021 Notes Guarantors") and Wilmington Trust are parties to that certain Indenture, dated as of March 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "2021 Notes Indenture"), under which certain 5.000% Senior Notes due 2021 were issued (the "2021 Notes" and, together with the 2020 Notes, the "Notes");

WHEREAS, an interest payment on the 2021 Notes in the amount of $11,250,000 was due on March 1, 2020 (or if such day was not a Business Day (as defined in the 2021 Notes Indenture), on the next succeeding Business Day) (the "2021 Notes Interest Payment" and, together with the 2020 Notes Principal Payment, individually or collectively as the context requires, the "Specified Payments"), and the Parent Borrower did not make such 2021 Notes Interest Payment on such date (the "2021 Notes Payment Non-Compliance");

WHEREAS, pursuant to Section 10.01(f) of the Credit Agreement, if the Borrowers fail to make any payment (whether of principal or interest and regardless of amount) of any Material

Indebtedness, when and as the same shall become due and payable (including either Specified Payment), an Event of Default will result;

WHEREAS, pursuant to Section 8.01 of the Credit Agreement, if the Borrowers fail to deliver audited financial statements in respect of the fiscal year ending December 31, 2019 (including, without limitation, audited consolidated balance sheet, audited consolidated statement of income, audited consolidated statement of stockholder's equity and an audit opinion from a certified public accountant) and related certificates of compliance, an Event of Default will result (the "Reporting Non-Compliance");

WHEREAS, HOS WELLMAX Services, LLC will commence a voluntary case under Chapter 11 of Title 11 of the United States Code in the Bankruptcy Court for the Southern District of Texas (such proceeding, the "Specified Bankruptcy Proceeding") (such non-compliance, the "Bankruptcy Non-Compliance"; the Bankruptcy Non-Compliance, together with the 2020 Notes Payment Non-Compliance, the 2021 Notes Payment Non-Compliance and the Reporting Non-Compliance, collectively, the "Non-Compliance");

WHEREAS, pursuant to Section 10.01(i)(i) of the Credit Agreement, if any Borrower or Guarantor voluntarily commences any proceeding or files any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law, an Event of Default will result;

WHEREAS, the Borrowers and the Guarantors have requested that the Second Lien Agent and the Specified Lenders temporarily forbear, solely by reason of (1) an Event of Default under Section 10.01(i)(i) of the Credit Agreement arising on account of the Bankruptcy Non-Compliance, (2) an Event of Default arising on account of the Reporting Non-Compliance and (3) cross-default under (x) Section 10.01(f) of the Credit Agreement arising on account of the 2020 Notes Payment Non-Compliance and the 2021 Notes Payment Non-Compliance and (y) Section 10.01(g) of the Credit Agreement arising on account of (a) any cross-defaults in respect of the 2020 Notes Payment Non-Compliance, the 2021 Notes Payment Non-Compliance and the Bankruptcy Non-Compliance or (b) any cross-defaults in respect of the Reporting Non-Compliance (but, in the case of this clause (y), except to the extent that the events described in this clause (y) (other than the 2020 Notes Payment Non-Compliance) has resulted in the holders of any other applicable Debt actually having accelerated or required that such other Debt become immediately redeemed or repurchased (or offered to be redeemed or repurchased) prior to its maturity) (the Events of Default described in the preceding clauses (1), (2) and (3), collectively, the "Designated Event of Default") from exercising Second Lien Rights and Remedies (as defined below) from the date hereof until the Termination Date (as defined below);

WHEREAS, absent the entry into this Agreement, by reason of the Designated Event of Default, the Borrowers acknowledge that the Second Lien Agent and the Required Lenders would be authorized to exercise all rights and remedies available to them under the Credit Agreement and the other Loan Documents and applicable law or in equity or otherwise (all such rights and remedies, collectively, "Second Lien Rights and Remedies");

WHEREAS, on March 2, 2020, the Borrowers entered into a forbearance agreement (the "Existing First Lien Forbearance Agreement") with the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders", in each case under and as defined in that certain First Lien Term Loan Agreement, dated as of June 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "First Lien Term Loan Agreement"), among the Borrowers, the lenders from time to time party thereto, and Wilmington Trust, as administrative agent and collateral agent;

WHEREAS, on or prior to the date hereof, the Borrowers, the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders" (in each case under and as defined in the First Lien Term Loan Agreement) amended and restated the Existing First Lien Forbearance Agreement (as so amended and restated, the "First Lien Forbearance Agreement"), a true and complete copy of which is attached hereto as Exhibit A;

WHEREAS, on March 2, 2020, the Borrowers entered into a forbearance agreement (the "Existing ABL Forbearance Agreement") with the "Required Lenders" under and as defined in that certain Senior Credit Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified through the date hereof, the "ABL Credit Agreement"), among the Parent Borrower, the lenders from time to time party thereto, and the administrative agent and collateral agent party thereto;

WHEREAS, on or prior to the date hereof, the Borrowers, the "Administrative Agent", the "Collateral Agent" and those certain "Lenders" party thereto constituting the "Required Lenders" (in each case under and as defined in the ABL Credit Agreement) amended and restated the Existing ABL Forbearance Agreement (as so amended and restated, the "ABL Forbearance Agreement"), a true and complete copy of which is attached hereto as Exhibit B;

WHEREAS, on or prior to the date hereof, the Parent Borrower and the 2020 Note Guarantors have entered into a forbearance agreement with the trustee under the 2020 Notes Indenture and the "Holders" (as defined in the 2020 Notes Indenture) of more than 75% in principal of the then outstanding 2020 Notes, a true and complete copy of which is attached hereto as Exhibit C (the "2020 Notes Forbearance Agreement");

WHEREAS, on or prior to the date hereof, the Parent Borrower and the 2021 Note Guarantors have entered into a forbearance agreement with the trustee under the 2021 Notes Indenture and the "Holders" (as defined in the 2021 Notes Indenture) of more than 75% in principal of the then outstanding 2021 Notes, a true and complete copy of which is attached hereto as Exhibit D (the "2021 Notes Forbearance Agreement");

WHEREAS, the Parent Borrower will continue to negotiate and document the terms of a mutually agreeable restructuring transaction (the agreement documenting such restructuring transaction, the "Restructuring Support Agreement") with and among the Lenders, the Loan Parties, and such other parties as may be appropriate and acceptable to the foregoing; and

WHEREAS, on account of this Agreement and subject to the terms and conditions set forth herein, until the Termination Date, the Second Lien Agent and the Specified Lenders have agreed

to forbear from their rights to exercise any Second Lien Rights and Remedies arising as a result of the Designated Event of Default.

NOW THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

Section 1. Defined Terms. Unless otherwise defined in this Agreement, each capitalized term used in this Agreement has the meaning given such term in the Credit Agreement. As used in this Agreement, each of the terms defined in the opening paragraph and the WHEREAS provisions above shall have the meanings assigned to such terms therein. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise specified. The words "hereof", "herein", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" means "including, without limitation". Paragraph headings have been inserted in this Agreement as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement.

Section 2. Acknowledgement and Forbearance.

(a) In reliance upon the representations, warranties and covenants of the Loan Parties contained in this Agreement, and subject to the terms and conditions of this Agreement, the Second Lien Agent and the Specified Lenders hereby agree that, from and after the date hereof until the earliest occurrence of any Termination Event (as defined below), the Second Lien Agent and the Specified Lenders shall not exercise any Second Lien Rights and Remedies arising as a result of the Designated Event of Default. Furthermore, the Second Lien Agent and Specified Lenders hereby expressly waive any notice requirement arising under the Loan Documents on account of the Designated Event of Default. As used in this Agreement, the occurrence of any one or more of the following events shall constitute a "Termination Event" (the earliest date on which any Termination Event occurs shall be referred to herein as the "Termination Date"; and the period from the date hereof until the Termination Date, the "Forbearance Period"):

(i) the occurrence of any Event of Default that is not the Designated Event of Default (which, for the avoidance of doubt, shall include, without limiting the scope of any such other Events of Default, (x) other than with respect to the 2020 Notes, the holder or holders of any Material Indebtedness or any trustee or administrative agent on its or their behalf causing such Material Indebtedness to become due, or requiring the redemption thereof or requiring any offer to redeem to be made in respect thereof, prior to its scheduled maturity or requiring any Borrower or any Guarantor to make an offer in respect thereof in each case on account of any Non-Compliance or any cross-default in respect thereof and (y) other than with respect to the Bankruptcy Non-Compliance, the occurrence of any Event of Default under

Section 10.01(h) or (i) of the Credit Agreement) or the occurrence of any event described in Section 10.01(h) or (i) that would cause an Event of Default to occur under Section 10.01(h) or (i) but for any applicable automatic stay order;

(ii) any holder or holders of any Material Indebtedness or any trustee or administrative agent on its or their behalf (x) institutes any proceeding seeking collection of any amounts outstanding under such Material Indebtedness or (y) exercises any rights and remedies available to them under such Material Indebtedness or applicable law or in equity or otherwise (including, without limitation, by commencing an involuntary proceeding or filing an involuntary petition seeking (a) liquidation, reorganization or other relief in respect of the Parent Borrower or any Subsidiary thereof 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 (b) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Parent Borrower or any Subsidiary thereof; *provided,* that, the Parent Borrower agrees to notify the Specified Lenders immediately upon the filing of any such proceeding or petition);

(iii) any Loan Party repudiates or asserts a defense in writing to any obligation or liability under this Agreement, the Credit Agreement or any other Loan Document or makes or pursues a claim in writing against the Second Lien Agent or any Lender in connection with this Agreement, the Credit Agreement or any other Loan Document;

(iv) any representation or warranty made or deemed made by or on behalf of the Parent Borrower, the Co-Borrower or any Guarantor in or in connection with this Agreement shall prove to have been incorrect in any material adverse respect when made or deemed made;

(v) the Loan Parties shall fail to observe or perform any covenant, condition or agreement contained in this Agreement;

(vi) (x) the occurrence of a "Termination Event" under and as defined in the First Lien Forbearance Agreement, (y) the First Lien Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the First Lien Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any amendment, modification, supplement or waiver of this Agreement;

(vii) (x) the occurrence of a "Termination Event" under and as defined in the ABL Forbearance Agreement, (y) ABL Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the ABL Forbearance Agreement is amended, modified or supplemented in any material respect, or any

provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(viii) (x) the occurrence of an "Event of Termination" under and as defined in the 2020 Notes Forbearance Agreement, (y) the 2020 Notes Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the 2020 Notes Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(ix) (x) the occurrence of an "Event of Termination" under and as defined in the 2021 Notes Forbearance Agreement, (y) the 2021 Notes Forbearance Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the 2021 Notes Forbearance Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver consistent with any similar amendment, modification, supplement or waiver of this Agreement;

(x) a Restructuring Support Agreement among the Borrowers, the other Loan Parties and Lenders (acting in their sole discretion) holding two-thirds in principal of outstanding Loans has not become effective by April 8, 2020; provided that, the event described in this clause (x) shall constitute a Termination Event only if the Specified Lenders holding a majority in principal of Loans held by all Specified Lenders send a written notice to the Parent Borrower specifying that such event is a Termination Event;

(xi) (x) any class of creditors terminates the Restructuring Support Agreement pursuant to the terms thereof, (y) the Restructuring Support Agreement for any reason ceases to be in full force and effect and valid, binding and enforceable in accordance with the terms thereof against the parties party thereto or (z) the Restructuring Support Agreement is amended, modified or supplemented in any material respect, or any provision thereof is waived, except for any such amendment, modification, supplement or waiver that is made in accordance with the terms of the Restructuring Support Agreement or consented to in writing by the Specified Lenders holding a majority in principal of Loans held by all Specified Lenders;

(xii) (x) the Specified Bankruptcy Proceeding is converted or dismissed, or a Chapter 11 trustee or examiner with expanded powers is appointed or (y) any pleading or other document is filed or any other action is taken by the Borrowers or any Subsidiary thereof (including HOS WELLMAX Services, LLC) in the

Specified Bankruptcy Proceeding without the prior written consent of the Required Lenders;

(xiii) the Parent Borrower or any Subsidiary thereof makes any payment of principal of, or interest on, the Notes, or takes any step to redeem any of the Notes;

(xiv) the Parent Borrower notifies any Specified Lender or its representatives in writing that it has terminated discussions regarding a potential restructuring or recapitalization transaction with respect to the Parent Borrower; or

(xv) 11:59 p.m. New York time on April 20, 2020; provided, further, that the Termination Event described in this clause (xv) shall further extend to 11:59 p.m. New York time on any date agreed to by the Required Lenders (in their sole discretion) and the Borrowers (which such extension may be documented by email).

Notwithstanding anything contained herein to the contrary, the parties hereto reserve all rights and defenses in respect of the Non-Compliance and any cure in respect thereof.

(b) Each Loan Party hereby acknowledges and agrees that upon the occurrence of a Termination Event, (i) the relief provided under this Agreement (including, without limitation, under Sections 2(a) hereof) shall immediately and automatically terminate, (ii) subject to the immediately preceding sentence, the Designated Event of Default shall continue to constitute an Event of Default and (iii) the Second Lien Agent and the Lenders shall have the right to exercise the Second Lien Rights and Remedies as a result of the Designated Event of Default. Each Loan Party hereby further acknowledges and agrees that from and after the Termination Date, the Second Lien Agent and the Specified Lenders shall be under no obligation of any kind whatsoever to forbear from exercising any rights or remedies on account of the Designated Event of Default.

(c) Furthermore, the Second Lien Agent and the Specified Lenders expressly reserve all Second Lien Rights and Remedies with respect to any Event of Default now existing or hereafter arising under the Credit Agreement or any of the other Loan Documents and, upon the occurrence of a Termination Event, the Designated Event of Default, including without limitation (x) the right to declare the Commitments to be terminated, (y) the right to demand immediate full payment of all Indebtedness owing under the Credit Agreement and the other Loan Documents and (z) the right to repossess and take other action with respect to any or all Collateral, including the liquidation thereof pursuant to the security interest granted under the Guaranty and Collateral Agreement or any other Security Instruments.

Section 3. Conditions to Effectiveness. This Agreement shall become effective as of the first date (the "Effective Date") on which each of the following conditions shall have been satisfied:

(a) the Administrative Agent shall have received a countersigned signature page of this Agreement duly executed by the Borrowers, the Guarantors, the Specified Lenders constituting the Required Lenders and the Second Lien Agent;

(b) the First Lien Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof;

(c) the ABL Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof;

(d) the 2020 Notes Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof; and

(e) the 2021 Notes Forbearance Agreement shall have been executed and delivered by all parties party thereto substantially concurrently with the execution and delivery of this Agreement, and shall be in full force and effect in accordance with the terms thereof.

Section 4. Representations and Warranties. Each Loan Party hereby represents and warrants that, as of the date hereof after giving effect to this Agreement:

(a) the execution, delivery and performance by such Loan Party of this Agreement 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 such Loan Party or any Restricted Subsidiary of the Parent Borrower.

(b) this Agreement has been duly executed and delivered by such Loan Party and constitutes a legal, valid and binding obligation of such Loan Party 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.

(c) the representations and warranties of the Loan Parties contained in the Credit Agreement (other than Sections 7.04(b) or 7.19 of the Credit Agreement) are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the Effective Date, except that any representation and warranty which by its terms is made as of a specified date shall be true and correct only as of such specified date; provided that, notwithstanding the foregoing, the Loan Parties make no representation and warranty with respect to Sections 7.07(b) or 7.07(c) of the Credit Agreement solely insofar as such representations and warranties relate to the Non-Compliance; and

(d) except for the Designated Event of Default, no Default or Event of Default has occurred and is continuing.

Section 5. Agreements.

(a) Borrowers acknowledge and agree that (i) on the date hereof all outstanding Obligations (as defined in the Guaranty and Collateral Agreement) are payable in accordance with their terms and the Borrowers and the Guarantors each hereby waive any defense, offset, counterclaim or recoupment with respect thereto and (ii) on the date hereof the aggregate principal amount of Loans outstanding is $121,234,650.00.

(b) The Second Lien Agent and the Specified Lenders hereby expressly reserve all of their rights, remedies, and claims under the Loan Documents. Except as expressly provided in this Agreement in respect of the Designated Event of Default, nothing in this Agreement shall constitute a waiver or relinquishment of (i) any Default or Event of Default under any of the Loan Documents, (ii) any of the agreements, terms or conditions contained in any of the Loan Documents, (iii) any rights or remedies of any Secured Party with respect to the Loan Documents, or (iv) the rights of any Secured Party to collect the full amounts owing to them under the Loan Documents.

(c) The Borrowers and each Guarantor do hereby adopt, ratify, and confirm the Credit Agreement and acknowledge and agree that the Credit Agreement is and remains in full force and effect, and the Borrowers and Guarantors acknowledge and agree that their respective liabilities and obligations under the Credit Agreement, the other Loan Documents, and the Obligations, are not impaired in any respect by this Agreement.

(d) During the Forbearance Period, the Borrowers and Guarantors covenant to the Second Lien Agent and the Lenders that they shall not, nor shall they permit any of their Restricted Subsidiaries to, directly or indirectly engage in any transactions, make any payments or transfers or take any action (or forbear from taking any action), in each case outside the ordinary course of business, except as expressly permitted hereunder. Without limiting the generality of the foregoing and whether or not any transaction, payment, transfer or other action is done in the ordinary course of business, during the Forbearance Period the Borrowers and the Guarantors shall not, nor shall they permit any of their Restricted Subsidiaries to, directly or indirectly:

(i) make any Investment in reliance on clause (e) or clause (h) of the definition of "Permitted Investments" in the Credit Agreement;

(ii) designate any Restricted Subsidiary as an Unrestricted Subsidiary;

(iii) take any action or engage in any transaction with respect to which the taking of such action or the engagement in such transaction is conditioned under the Credit Agreement on there being no Default or Event of Default existing; or

(iv) incur or assume, directly or indirectly, any Debt, other than Debt incurred in the ordinary course (and permitted by the Credit Agreement) and not in respect of borrowed money or representing Capital Lease Obligations, without the consent of the Specified Lenders.

(e) During the Forbearance Period, the Borrowers agree to provide Davis Polk & Wardwell LLP copies of the following documents (via email to the attention of Damian S. Schaible (damian.schaible@davispolk.com), Kenneth J. Steinberg (kenneth.steinberg@davispolk.com) and Darren S. Klein (darren.klein@davispolk.com)) as promptly as practicable upon the entry into such documents, the provision of such documents to third-parties or the receipt of such documents from third-parties, as applicable: (i) any amendment, supplement or modification, or any waiver in respect of, the 2020 Notes Indenture, the 2021 Notes Indenture, the First Lien Term Loan Agreement, the ABL Credit Agreement, the First Lien Forbearance Agreement, the ABL Forbearance Agreement, the 2020 Notes Forbearance Agreement or the 2021 Notes Forbearance Agreement, (ii) any notice of default, notice of or other documentation in respect of the exercise of rights or remedies, or any similar notice or documentation, in each case delivered by or to any Borrower or any Subsidiary thereof in respect of the 2020 Notes Indenture, the 2021 Notes Indenture, the First Lien Term Loan Agreement or the ABL Credit Agreement or (iii) any pleading or other document filed in the Specified Bankruptcy Proceeding.

(f) During the Forbearance Period, each Loan Party agrees (i) to provide the Specified Lenders (or their designees) with access to inspect such Loan Party's financial records, properties and Vessel Collateral during normal business hours and at the Borrowers' expense, but without regard to any limitations on the frequency of visits contained in the Credit Agreement and at the expense of the Borrower; provided that such inspection shall be during normal business hours and inspections with respect to Vessel Collateral 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, (ii) promptly to provide such customary financial and other information regarding the Loan Parties and their respective businesses and operations (including information with respect to Vessel Collateral) that the Specified Lenders may reasonably request to the extent (w) such information is readily available to a Loan Party, (x) such information is not subject to attorney/client privilege, (y) such information does not constitute trade secrets and (z) the provision of such information is not prohibited by law or by the legally binding confidentiality obligations of any Loan Party to a third party (other than another Loan Party); provided that the applicable Loan Party shall use commercially reasonable efforts to obtain the consent of any such third party to provide such information to the Specified Lenders on a confidential basis and use commercially reasonable efforts to communicate, to the extent permitted, the applicable information in a way that would not risk waiver of such privilege or violate the applicable obligation and (iii) to provide the Specified Lenders with access to senior officers of the Borrowers and such if their representatives, as appropriate, in relation to any of the foregoing.

(g) The Borrowers agree to pay, within three Business Days following receipt of an invoice therefor, all out-of-pocket fees and expenses incurred by the Agents and the Lenders and their respective Affiliates, including, without limitation, (1) the fees, charges and disbursements of one financial advisor for the Lenders and of counsel for the Agents and the Lenders (but limited, in the case of counsel, 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)) and (2) travel, photocopy, mailing, courier, telephone and other similar expenses, in, each case, in connection with (i) 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, the Existing Second Lien Forbearance Agreement, the Credit 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) or (ii) the enforcement or protection of the Agents' or the Lenders' rights in connection with this Agreement, the Existing Second Lien Forbearance Agreement, the Credit Agreement or any other Loan Document, including, without limitation, all out-of-pocket expenses incurred during any workout or restructuring in respect of the Loan Parties or the Loans.

Section 6. Reaffirmation of Loan Documents. Each Loan Party hereby ratifies, confirms, acknowledges and agrees that its obligations under the Guaranty and Collateral Agreement and each other Loan Document to which it is party are in full force and effect, and each Loan Party hereby ratifies and reaffirms its grant of liens on or security interests in their properties pursuant to such Loan Documents as security for the Obligations (as defined in the Guaranty and Collateral Agreement) and confirms and agrees that such liens and security interests secure all of the Obligations (as defined in the Guaranty and Collateral Agreement), including any additional Indebtedness hereafter arising or incurred pursuant to or in connection with the Credit Agreement or any other Loan Document. Each Guarantor hereby ratifies, confirms, acknowledges and agrees that it continues to unconditionally and irrevocably guarantee the full and punctual payment, when due, whether at stated maturity or earlier by acceleration or otherwise, all of the Obligations (as defined in the Guaranty and Collateral Agreement), and its execution and delivery of this Agreement does not indicate or establish an approval or consent requirement by such Guarantor under the Guaranty and Collateral Agreement, in connection with the execution and delivery of amendments, consents or waivers to the Credit Agreement, the Notes or any of the other Loan Documents.

Section 7. Governing Law; Waiver of Jury Trial; Other Miscellaneous Provisions

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. 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 THE EXISTING SECOND LIEN FORBEARANCE AGREEMENT, AND FOR ANY COUNTERCLAIM HEREIN OR 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 AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION 7. The

provisions of Sections 12.09(b) and 12.13 of the Credit Agreement are hereby incorporated herein *mutatis mutandis*.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Transmission by facsimile or pdf. of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

Section 9. Release. In consideration of, among other things, the forbearance provided for herein, each Borrower and each other Loan Party (on its own behalf and on behalf of its respective Subsidiaries) forever waives, releases and discharges any and all claims (including, without limitation, cross-claims, counterclaims, rights of setoff and recoupment), causes of action, demands, suits, costs, expenses and damages that it now has, of whatsoever nature and kind, whether known or unknown, whether now existing, whether arising at law or in equity, against the Second Lien Agent and/or any Lender (in their respective capacities as such) and any of their respective subsidiaries and affiliates, and each of their respective successors, assigns, officers, directors, employees, agents, attorneys and other advisors or representatives (collectively, the "Released Parties"); provided that in each case such claim is based in whole or in part on facts, events or conditions, whether known or unknown, existing on or prior to the date hereof and which arise out of or are related to the Credit Agreement, this Agreement, the Existing Second Lien Forbearance Agreement, the other Loan Documents, the Obligations (as defined in the Guaranty and Collateral Agreement) or the Collateral (collectively, the "Released Claims"). The Borrowers and the other Loan Parties further agree to refrain from commencing, instituting or prosecuting, or supporting any Person that commences, institutes, or prosecutes, any lawsuit, action or other proceeding against any and all Released Parties with respect to any and all Released Claims.

Section 10. Effects of this Agreement; Amendments. From and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement, as interpreted in accordance with the terms of this Agreement. This Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents. All references herein to "this Agreement," "herein," "hereunder" or words of similar import, shall in each case, be deemed to be references to the Existing Second Lien Forbearance Agreement as amended and restated by this Agreement. This Agreement may not be amended except pursuant to an agreement or agreements in writing entered into by each of the parties party hereto.

Section 11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Credit Agreement. During the Forbearance Period, no Specified Lender shall transfer or assign its rights under the Credit Agreement or this Agreement absent the written agreement of the transferee or assignee to be bound by the terms of this Agreement, but no Specified Lender shall be further limited in its transfer or assignment rights other than as provided in the Credit Agreement.

Section 12. Invalidity. Any provision of this Agreement 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 13. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 14. Agent Direction. The Specified Lenders hereby direct the Second Lien Agent to execute this Agreement pursuant to Section 11.03 of the Credit Agreement. The Second Lien Agent shall conclusively rely on this direction in connection with its execution of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the Effective Date.

PARENT BORROWER:

HORNBECK OFFSHORE SERVICES, INC.

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

CO-BORROWER:

HORNBECK OFFSHORE SERVICES, LLC

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

GUARANTORS:

HORNBECK OFFSHORE TRANSPORTATION, LLC,
as a Guarantor

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

HOS-IV, LLC, as a Guarantor

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

HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC, as a Guarantor

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

HORNBECK OFFSHORE OPERATORS, LLC, as a Guarantor

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

ENERGY SERVICES PUERTO RICO, LLC as a Guarantor

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

HORNBECK OFFSHORE INTERNATIONAL, LLC, as a Guarantor

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

HOS PORT, LLC, as a Guarantor

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

HOS HOLDING, LLC, as a Guarantor

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

HOI HOLDING, LLC, as a Guarantor

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

HORNBECK OFFSHORE SERVICES DE MEXICO, S. DE R.L. DE C.V, as a Guarantor

By: /s/ Samuel A. Giberga
Samuel A. Giberga
Vice President

HORNBECK OFFSHORE NAVEGACAO, LTDA., as a Guarantor

By: /s/ Robert Thomas Gang
Robert Thomas Gang
Administrator

ADMINISTRATIVE AGENT/CERTAIN LENDERS:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent and Collateral Agent

By: /s/ Nicole Kroll
Nicole Kroll
Assistant Vice President

[Lender Signature Pages are on file with the Second Lien Agent]

Exhibit A

[See attached.]

Exhibit B

[See attached.]

Exhibit C

[See attached.]

Exhibit D

[See attached.]

Execution Version

FORBEARANCE AGREEMENT

This **FORBEARANCE AGREEMENT** (this "Agreement"), dated as of March 31, 2020 (the "Agreement Effective Date"), is by and among Hornbeck Offshore Services, Inc. (the "Issuer"), and each of its subsidiaries party hereto and any successors thereto (the "Subsidiary Guarantors" and, together with the Issuer, the "Obligors") and the undersigned holders, or the managers, beneficial holders, general partners or investment advisors of such holders (together with any party that executes a Forbearance Joinder Agreement (the form of which is attached hereto as Exhibit A) after the date hereof, (the "Supporting Holders") of the Issuer's (i) 5.875% Senior Notes due 2020 (the "2020 Notes") and (ii) 5.000% Senior Notes due 2021 (the "2021 Notes" and, together with the 2020 Notes, collectively, the "Notes")).

WHEREAS, the Issuer, the Subsidiary Guarantors and Wilmington Trust, National Association, as Trustee (in either or both such capacities, the "Trustee"), are parties to (i) that certain Indenture, dated as of March 16, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "2020 Indenture") under which the 2020 Notes were issued and (ii) that certain Indenture, dated as of March 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "2021 Indenture" and, together with the 2020 Indenture, the "Notes Indentures") under which the 2021 Notes were issued;

WHEREAS, the current principal amount outstanding of the (i) 2020 Notes is $224.6 million and interest payments on the Notes are due semiannually, on April 1 and October 1 and (ii) 2021 Notes is $450.0 million and interest payments on the Notes are due semiannually, on March 1 and September 1;

WHEREAS, $224.6 million in principal amount outstanding under the 2020 Notes and an interest payment on the 2020 Notes pursuant to the 2020 Indenture is due on April 1, 2020 at the maturity of the 2020 Notes (the "2020 Notes Payments"), and the Issuer anticipates not making such 2020 Notes Payments;

WHEREAS, an interest payment on the 2021 Notes in the amount of $11,250,000 was due on March 1, 2020 (the "2021 Notes Interest Payment") and the Issuer did not make such payment;

WHEREAS, at such time as the Issuer's nonpayment of the 2020 Notes Payments in respect of principal amounts due, the same will become an Event of Default pursuant to Section 6.01(b) of the 2020 Indenture (including any additional Default or Event of Default that may result under the 2020 Indenture as a result of any cross default, cross event of default, cross acceleration or similar provisions triggered between the 2020 Indenture and any other mortgage, indenture, agreement or instrument under which there may be issues or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer or any of its subsidiaries as a result of such nonpayment (collectively, the "2020 Specified Default"));

WHEREAS, at such time as the voluntary commencement of a case and filing a petition for bankruptcy of HOS WELLMAX Services, LLC, an indirect wholly owned subsidiary of the Issuer, in the Bankruptcy Court of the Southern District of Texas, the same may become an Event of Default pursuant to Section 6.01(h) of each of the 2020 Indenture and the 2021 Indenture (including any additional Default or Event of Default that may result under either of the Notes Indentures as a result of any cross default, cross event of default, cross acceleration or similar provisions triggered between either of the Notes Indentures and any other mortgage, indenture, agreement or instrument under which there may be issues or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer or any of its subsidiaries as a result of such voluntary commencement and filing, (collectively, the "Filing Default"));

WHEREAS, in the course of negotiating a Potential Transaction (defined below), the Issuer expects that it will not comply with Section 4.03 (Reports) and Section 4.04 (Compliance Certificate) of each Notes Indenture, the failure to comply with which will cause a Default under each of the respective Notes Indentures and which, if uncured during the applicable grace periods set forth in each of the respective Notes Indentures, will become an Event of Default pursuant to Section 6.01(d) of each Notes Indenture (including any additional Default or Event of Default that may result under either of the Notes Indentures as a result of any cross default, cross event of default, cross acceleration or similar provisions triggered between either of the Notes Indentures and any other mortgage, indenture, agreement or instrument under which there may be issues or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer or any of its subsidiaries as a result of such failure to comply, (collectively, the "Reporting Default"));

WHEREAS, at such time as the Issuer may incur additional indebtedness by electing to pay interest on its First Lien Term Loan Agreement, dated as of June 15, 2017, by and among the Company, Wilmington Trust, National Association and the other parties signatory thereto (as amended or supplemented from time to time) in kind pursuant to Section 3.02(f) thereof, the same will become a Default and, if uncured during the grace periods set forth in each of the Notes Indentures, will become an Event of Default pursuant to Section 6.01(d) of each of the respective Notes Indentures (including any additional Default or Event of Default that may result under either of the Notes Indentures as a result of any cross default, cross event of default, cross acceleration or similar provisions triggered between either of the Notes Indentures and any other mortgage, indenture, agreement or instrument under which there may be issues or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer or any of its subsidiaries as a result of such payment of interest in kind (collectively, the "PIK Payment Default"));

WHEREAS, at such time as the Issuer's nonpayment on the 2021 Notes Interest Payment will have continued for a period of thirty (30) days, the same will become an Event of Default pursuant to Section 6.01(a) of the 2021 Indenture (including any additional Default or Event of Default that may result under the 2021 Indenture as a result of any cross default, cross event of default, cross acceleration or similar provisions triggered between the 2021 Indenture and any other mortgage, indenture, agreement or instrument under which there may be issues or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer or any of its subsidiaries as a result of such nonpayment (collectively, the "2021 Specified Default" and, together with the 2020 Specified Default, the Filing Default, the Reporting Default and the PIK Payment Default, the "Specified Defaults"));

WHEREAS, the Issuer is exploring a potential restructuring or recapitalization transaction (a "Potential Transaction"); and

WHEREAS, to facilitate discussions in respect of a Potential Transaction, the Obligors have requested that each of the Supporting Holders agree to temporarily forbear in the exercise of their rights to accelerate the maturity of the Notes, declare all amounts under the Notes and the Notes Indentures immediately due and payable, and exercise any other rights and remedies available under the Notes Indentures (collectively, the "Rights and Remedies") solely to the extent arising from the occurrence and continuation of the Specified Defaults, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I. ACKNOWLEDGMENTS

1.01 Interpretive Matters.

(a) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and clause references herein are to this Agreement unless otherwise specified.

(b) The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, partnership or other entity.

(c) Any capitalized term used herein and not otherwise defined herein has the respective meaning given to such term in the applicable Notes Indenture.

1.02 Acknowledgment and Agreement. Each of the Obligors hereby acknowledges and agrees, upon execution and delivery of this Agreement, subject to the terms set forth herein, that:

(a) The recital of facts set forth in this Agreement is true and correct in all material respects;

(b) The 2020 Notes Payment, together with all other outstanding Obligations under the 2020 Indenture, including interest, fees, expenses and other charges, are validly owing and, solely with respect to such amounts and any other outstanding Obligations under the 2020 Indenture owing to Supporting Holders that are not Affiliated Parties, are not subject to any right of offset, deduction, claim, or counterclaim in favor of any Obligor;

(c) The 2021 Notes Interest Payment, together with all other outstanding Obligations under the 2021 Indenture, including interest, fees, expenses and other charges, are validly owing and, solely with respect to such amounts and any other outstanding Obligations under the 2021 Indenture owing to Supporting Holders that are not Affiliated Parties, are not subject to any right of offset, deduction, claim, or counterclaim in favor of any Obligor;

(d) The 2020 Specified Default (i) is anticipated to occur, (ii) will constitute an Event of Default under the 2020 Indenture without the need for any notice to the Obligors, and (iii) if not cured by the Obligors, to the extent curable, as a consequence thereof, and subject to and but for the terms of this Agreement upon becoming an Event of Default, the Holders and the Trustee will be free to exercise the Rights and Remedies in accordance with the terms of the 2020 Indenture;

(e) The 2021 Specified Default (i) has occurred and is continuing, (ii) will constitute an Event of Default under the 2021 Indenture without the need for any notice to the Obligors, and (iii) has not been cured by the Obligors, and as a consequence thereof, and subject to and but for the terms of this Agreement upon becoming an Event of Default, the Holders and the Trustee are free to exercise the Rights and Remedies in accordance with the terms of the 2021 Indenture;

(f) The Filing Default will constitute an Event of Default under the 2020 Indenture and the 2021 Indenture without the need for any notice to the Obligors, and as a consequence thereof, and subject to and but for the terms of this Agreement upon becoming an Event of Default, the Holders and the Trustees under

the Notes Indentures are free to exercise the Rights and Remedies in accordance with the terms of each applicable Notes Indenture;

(g) The Reporting Default (i) is anticipated to occur and (ii) may constitute an Event of Default under 2020 Indenture and the 2021 Indenture without the need for any notice to the Obligors after the applicable grace periods have run, and (iii) if not cured by the Obligors, to the extent curable, as a consequence thereof, and subject to and but for the terms of this Agreement upon becoming an Event of Default, the Holders and the Trustee are free to exercise the Rights and Remedies in accordance with the terms of each applicable Notes Indenture;

(h) The PIK Payment Default (i) may occur, (ii) would constitute an Event of Default under the 2020 Indenture and the 2021 Indenture without the need for any notice to the Obligors after the applicable grace periods have run, and (iii) if not cured by the Obligors, to the extent curable, as a consequence thereof, and subject to and but for the terms of this Agreement upon becoming an Event of Default, the Holders and the Trustee will be free to exercise the Rights and Remedies in accordance with the terms of each applicable Notes Indenture;

(i) Each Obligor hereby ratifies and affirms each Notes Indenture and the Obligations owing thereunder and acknowledges that such Notes Indenture is and, after giving effect to this Agreement, shall remain unchanged and in full force and effect. Each Obligor agrees that each Notes Indenture constitutes valid and binding obligations and agreements of each of the Obligors enforceable against each Obligor in accordance with their respective terms;

(j) Subject to the terms of this Agreement, the Supporting Holders have not waived, released or compromised, and do not hereby waive, release or compromise, any events, occurrences, acts, or omissions that may constitute or give rise to any defaults, Defaults or Events of Default, including, without limitation, the Specified Defaults, that existed or may have existed, or may presently exist, or may arise in the future, nor does any Supporting Holder waive any Rights and Remedies;

(k) The execution and delivery of this Agreement shall not, except as otherwise set forth herein: (i) constitute an extension, modification, or waiver of any aspect of the Notes Indentures; (ii) extend the maturity of the Notes or the due date of any payment of any amount(s) due thereunder or payable in connection therewith; (iii) give rise to any obligation on the part of the Supporting Holders to extend, modify or waive any term or condition of the Notes; (iv) establish any course of dealing with respect to the Notes; or (v) give rise to any defenses or counterclaims to the right of the Supporting Holders to compel payment of the Notes or any amounts(s) due thereunder or payable in connection therewith or otherwise enforce their rights and remedies set forth in the Notes Indentures; and

(l) Except as expressly provided herein, the Supporting Holders' agreement to forbear in the exercise of their Rights and Remedies solely as to the Specified Defaults, and to perform as provided herein, in each case to the extent permitted by the applicable Notes Indenture, shall not invalidate, impair, negate or otherwise affect the Trustee's or Supporting Holders' ability to exercise their Rights and Remedies under such Notes Indenture or otherwise.

SECTION II. FORBEARANCE

2.01 Forbearance. In consideration of, and in reliance upon the representations, warranties,

agreements and covenants of the Obligors set forth herein, during the Forbearance Period (as defined below), each Supporting Holder (severally and not jointly) hereby agrees that during the Forbearance Period (as defined below) it will forbear from exercising any of the Rights and Remedies under the Notes Indentures or applicable law solely with respect to the Specified Defaults (the "Forbearance"). For the avoidance of doubt, during the Forbearance Period only, each Supporting Holder agrees that such Supporting Holder (individually or collectively) will not deliver any notice or instruction to the Trustee directing the Trustee to exercise any of the Rights and Remedies with respect to any of the Specified Defaults.

2.02 Trustee Action.

(a) The Supporting Holders shall, pursuant to Section 6.05 of each of the Notes Indentures, direct the Trustee not to take any action with respect to the 2020 Notes or the 2021 Notes under the respective Notes Indentures as a result of any of the Specified Defaults during the Forbearance Period

(b) In the event that the Trustee takes any action to declare the 2020 Notes or the 2021 Notes immediately due and payable, or the 2020 Notes or 2021 Notes otherwise become immediately due and payable, pursuant to Section 6.02 of the 2020 Indenture or Section 6.02 of the 2021 Indenture, as applicable, during the Forbearance Period solely due to the Filing Default, the 2020 Specified Defaults, the 2021 Specified Default, the Reporting Default or the PIK Payment Default, as applicable, each Supporting Holder agrees to rescind and cancel such acceleration to the fullest extent permitted under the 2020 Indenture or the 2021 Indenture, as applicable.

2.03 Limitation on Transfers of Notes. During the Forbearance Period, each of the Supporting Holders hereby agrees not to sell, assign, pledge, lend, hypothecate, transfer or otherwise dispose of (each, a "Transfer") any ownership (including beneficial ownership) of Notes (or any rights in respect thereof, including but not limited to the right to vote, consent, waive or forbear) held by such Supporting Holder as of the date hereof except to a party who (i) is already a Supporting Holder party to this Agreement, (ii) as of the date hereof, was, and as of the date of transfer, continues to be an entity that controls, is controlled by or is under common control with the transferor or for which such Supporting Holder acts as investment manager, advisor or subadvisor, provided, however, that such entity shall automatically be subject to the terms of this Agreement and deemed a party hereto, or (iii) prior to or contemporaneously with such Transfer, agrees in writing with the transferor for the intended third party benefit of the Issuer and the Subsidiary Guarantors to be bound by all of the terms of this Agreement with respect to the relevant Notes being transferred to such purchaser (and with respect to any and all Notes it already may hold prior to such Transfer) by executing a Forbearance Joinder Agreement substantially in the form of Exhibit A hereto, and delivering an executed copy thereof, within three (3) Business Days of closing of such Transfer, to counsel to the Issuer. Any Transfer made in violation of this Section 2.03 shall be void ab initio, and the Issuer shall have the right to enforce the voiding of any such Transfer. This Agreement shall in no way be construed to preclude any Supporting Holder from acquiring additional Notes to the extent permitted by applicable law. However, such Supporting Holder shall, automatically and without further action, remain subject to this Agreement with respect to any Notes so acquired. Notwithstanding the foregoing, an entity that holds itself out to the public or applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Issuer, in its capacity as a dealer or market maker in claims against the Issuer and is, in fact, regularly in the business of making a market in claims against the Issuer (including debt securities or other debt) (a "Qualified Marketmaker"), acting solely in its capacity as such, that acquires any Notes subject to this Agreement shall not be required to execute a Forbearance Joinder Agreement or otherwise agree to be bound by the terms and conditions set forth in this

Agreement if, and only if: (i) such Qualified Marketmaker sells or assigns such Notes within five (5) Business Days of its acquisition; and (ii) the purchaser or assignee of such Notes is a Supporting Holder or an entity that executes and provides a Forbearance Joinder Agreement in accordance with the terms set forth in this Section 2.03. To the extent, however, a Qualified Marketmaker, acting solely in its capacity as such, acquires Notes from an entity who is not a Supporting Holder (collectively, "Qualified Unrestricted Claims"), such Qualified Marketmaker may Transfer any right, title or interest in such Qualified Unrestricted Claims without the requirement that the transferee execute a Forbearance Joinder Agreement. Any such Qualified Marketmaker that is a Supporting Holder shall otherwise be subject to the terms and conditions of this Agreement with respect to Qualified Unrestricted Claims pending the completion of any such Transfer.

2.04 Forbearance Period. The Forbearance shall commence on the Agreement Effective Date and continue until the earlier of (a) April 20, 2020 at 11:59 p.m. New York City time (or such later date that all of the Supporting Holders agree in writing) and (b) the date on which any Event of Termination (as defined below) shall have occurred (the earlier of (a) and (b), the "Termination Date" and the period commencing on the Agreement Effective Date and ending on the Termination Date, the "Forbearance Period"). From and after the Termination Date, the Forbearance shall immediately and automatically terminate and have no further force or effect, and each of the Supporting Holders shall be released from any and all obligations and agreements under this Agreement and shall be entitled to exercise any of the Rights and Remedies as if the forbearance under this Agreement had never existed, and all of the Rights and Remedies under the Notes Indentures and in law and in equity shall be available without restriction or modification.

2.05 Limited Forbearance. The Forbearance is limited in nature and nothing contained herein is intended, or shall be deemed or construed (i) to impair the ability of the Supporting Holders or the Trustee to exercise any of the Rights and Remedies during the Forbearance Period for Defaults or Events of Default other than the Specified Defaults, (ii) to constitute a waiver of the Specified Defaults or any future Defaults or Events of Default or compliance with any term or provision of the Notes Indentures or applicable law, other than as expressly set forth in this Section II or (iii) to establish a custom or course of dealing between the Obligors, on the one hand, and any Supporting Holder, on the other hand.

2.06 Further Acknowledgements

(a) The Obligors understand and accept the temporary nature of the Forbearance provided hereby and that the Supporting Holders have given no assurances that they will extend such Forbearance or provide further waivers or amendments to the Notes Indentures.

(b) Nothing in this Agreement constitutes a legal obligation to participate in any Potential Transaction or to execute any related documents and no such legal obligation shall arise except pursuant to mutually agreeable executed definitive documentation.

(c) Notwithstanding anything to the contrary in this Agreement, each Obligor and Supporting Holder recognizes, acknowledges and agrees that (i) this Agreement binds only the desk or business unit of a Supporting Holder that executes this Agreement and shall not be binding on any other desk, business unit or Affiliated Party of the Supporting Holder, unless such desk, business unit or Affiliated Party of the Supporting Holder separately becomes a party hereto or otherwise acquires Notes subject to this Agreement as a result of a transfer in accordance with Section 2.03 of this Agreement and (ii) nothing in this Agreement shall cause any desk or business unit of a Supporting Holder to cause any Affiliated Party to support, execute or otherwise take any action (or forbear from tracking any action) with respect to Notes held by

such Affiliated Party.

SECTION III. EVENTS OF TERMINATION

3.01 Events of Termination. The Forbearance Period shall terminate immediately following notice of termination by the Supporting Holders that hold a majority of the aggregate principal amount of the Notes (taken as a single class) held by all of the Supporting Holders at such time (the "Requisite Supporting Holders") to the Issuer if any of the following events shall occur (each, an "Event of Termination"):

(a) the failure of any Obligor to comply with any term, condition or covenant set forth in this Agreement, including, without limitation, the covenants in Section IV of this Agreement;

(b) other than the Specified Defaults and any potential Default or Event of Default under either Notes Indenture resulting from any actions or events giving rise to any of the Specified Defaults, there occurs any Default or Event of Default under any Notes Indenture that is not cured within any applicable grace period;

(c) other than in connection with the Filing Default, a case under title 11 of the United States Code or any similar reorganization, liquidation, insolvency, or receivership proceeding under applicable law is commenced by any Obligor;

(d) the Issuer notifies any Supporting Holder or its representatives in writing that it has terminated discussions regarding a Potential Transaction; or

(e) the Issuer cures (i) the 2020 Specified Default by making the 2020 Notes Payments and (ii) the 2021 Specified Default by making the 2021 Interest Payment, and in each case pays any default interest or late penalties, and no other Default or Event of Default has occurred and remains uncured at the time the Issuer cures such Specified Defaults.

SECTION IV. OTHER AGREEMENTS

4.01 Accrued Interest. The Obligors agree that during the Forbearance Period, interest on all outstanding Obligations, including the unpaid principal amount of the 2020 Notes, the 2021 Notes, the 2020 Notes Payments and the 2021 Notes Interest Payment, shall continue to accrue in accordance with the terms of the Indenture.

4.02 Negative Covenant. Prior to the entry into any support agreement in connection with a Potential Transaction, the Obligors covenant that during the Forbearance Period, each of the Obligors shall not incur (as defined in the Notes Indentures), directly or indirectly, other than in connection with the PIK Payment Default, any Indebtedness (as defined in the Notes Indentures), other than Indebtedness incurred in the ordinary course and not in respect of borrowed money, without the consent Requisite Supporting Holders.

4.03 Ordinary Course Operation of the Businesses. During the Forbearance Period, each of the Obligors shall operate their businesses in the ordinary course of business and shall only make payments in

the ordinary course of business. For the avoidance of doubt, the Obligors shall not make any principal payment on, or redeem, repurchase, defease or otherwise acquire, retire, or exchange for value, in each case prior to any scheduled repayment or scheduled maturity, any third-party Indebtedness other than Indebtedness incurred in the ordinary course and not in respect of borrowed money without the consent of the Requisite Supporting Holders.

4.04 Release. Each Obligor (for itself and its Subsidiaries and controlled Affiliates and the successors, assigns, heirs and representatives of each Obligor) (collectively, the "Releasors") does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge each Supporting Holder (other than any Supporting Holder that is an Affiliated Party), together with its Affiliates, directors, officers, employees, attorneys, financial advisors and consultants (each solely in its capacity as such) (each a "Released Party", and collectively, the "Released Parties"), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the date hereof directly arising out of, connected with or related to this Agreement or the Notes Indentures, or any act, event or transaction related or attendant thereto, or the agreements of any Supporting Holder (other than any Supporting Holder that is an Affiliated Party) contained herein or therein. Each Obligor represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim, in each case directly arising out of, connected with or related to this Agreement or the Notes Indentures or the agreements of any Supporting Holder (other than a Supporting Holder that is an Affiliated Party), by any Releasor against any Released Party which would not be released hereby.

"Affiliated Party" shall mean (i) any Affiliate of the Obligors or any direct or indirect parent company of the Obligors, (ii) any director, officer, agent or employee of any such Affiliate and (iii) any entity or person for which any such Affiliate acts as investment advisor or manager of discretionary accounts.

4.05 Tolling. During the Forbearance Period, the Obligors hereby agree to toll and suspend the running of the applicable statutes of limitations, laches, or other doctrines relating to the passage of time with respect to any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Supporting Holder (or group thereof) has heretofore had or now or hereafter can, shall or may have against any of the Obligors, respective Affiliates (other than any Supporting Holder that is an Affiliated Party), and each of the directors, officers, members, employees, agents, attorneys, financial advisors and consultants of each of the foregoing.

4.06 Notices. The Issuer hereby agrees to notify the Supporting Holders reasonably promptly in writing (which may be done by email to Milbank) of (a) any failure by any of the Obligors to comply with their obligations set forth in this Agreement, (b) the occurrence of (i) any Event of Termination or (ii) any other event which could reasonably be expected to have a material adverse effect on the Obligors or their businesses or assets during the Forbearance Period, or (c) service of a complaint upon an Obligor by a person commencing a material action against such Obligor. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by e-mail), and, unless otherwise

expressly provided herein, shall be deemed to have been duly given when delivered by hand, or when sent by e-mail or facsimile transmission, answer back received, or on the first business day after delivery to any overnight delivery service, freight prepaid, or three (3) Business Days after being sent by certified or registered mail, return receipt requested, postage prepaid, and addressed as follows, or to such other address as may be hereafter notified by the respective parties hereto:

If to any Supporting Holder, then to: The address of such Directing Holder as set forth on the signature page of this Agreement

with a copy to:

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Attention: Gerard Uzzi
James Ball
Brett Goldblatt
Email: GUzzi@milbank.com
JBall@milbank.com
BGoldblatt@milbank.com

SECTION V. REPRESENTATIONS AND WARRANTIES

In consideration of the foregoing agreements, the Obligors jointly and severally hereby represent and warrant to each Supporting Holder, and each Supporting Holder severally but not jointly hereby represents and warrants to the Obligors, as follows:

5.01 Such party is duly organized, validly existing and is not in violation in any respect of any term of its charter, bylaws or other constitutive documents, and the execution, delivery and performance of this Agreement are within such party's power and have been duly authorized by all necessary action.

5.02 This Agreement constitutes a valid and legally binding agreement, enforceable against such party in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or law).

5.03 No consent or authorization of, filing with, notice to or other act by or in respect of, any governmental or regulatory authority or any other person is required in connection with such party's entry into, and performance of, this Agreement, except for consents, authorizations, filings and notices which have been obtained or made and are in full force and effect or which are immaterial in nature; and the entry into and performance of this Agreement by such party does and will not conflict with, or result in the default under, any material agreement or document of such party, its constituent documents or any applicable law, regulation or court order, consent or ruling.

5.04 Each Supporting Holder represents and warrants that, as of the date hereof, it beneficially

holds, or advises or manages for a beneficial holder, the aggregate principal amount of Notes set forth on the signature page attached hereto, and to that extent it advises or acts as a manager for any beneficial holder, it has the authority to enter into this Agreement on behalf of such beneficial holder and that this Agreement is a valid and legally binding agreement, enforceable against that holder and such party.

5.05 Each of the Obligors represents and warrants that, as of the date hereof, no Default or Event of Default has occurred and is continuing or is expected to occur during the Forbearance Period other than the Specified Defaults.

5.06 The parties to this Agreement acknowledge that nothing in this Agreement, including the presentation of drafts from one party to another, constitutes the making of an offer to sell or the solicitation of an offer to buy securities or loans of any kind or the solicitation of a consent or waiver of any rights under any of the Notes Indentures and the entry into this Agreement shall not constitute, directly or indirectly, an incurrence, a refinancing, an extension or a modification in any way of any debt or a recapitalization or restructuring in any way of the obligations of the Obligors.

5.07 The Supporting Holders have not made any assurances concerning (a) the manner in which or whether the Specified Defaults may be resolved or (b) any additional forbearance, waiver, restructuring or other accommodations.

SECTION VI. RATIFICATION OF EXISTING AGREEMENTS

6.01 The Obligors and the Supporting Holders hereby acknowledge and agree that, (a) the relationships between the Obligors and the Supporting Holders are governed by the Notes Indentures, this Agreement and other agreements that may be executed by the Obligors and the Supporting Holders from time to time, (b) no fiduciary duty or special relationship is or will be created by any discussions regarding any possible amendment, waiver or forbearance, (c) the rights and obligations of the Supporting Holders under this Agreement are several and not joint and no Supporting Holder shall be liable or responsible for obligations of any other Supporting Holder, (d) no Supporting Holder has made to any Obligor, and no Obligor has made to any Supporting Holder, any promise, commitment or representation of any kind or character with respect to any forbearance or other matter as of the date of this Agreement other than as set forth in this Agreement, (e) this Agreement has no effect or bearing on any rights or remedies the Supporting Holders may have available under the Notes Indentures other than as explicitly provided for herein, (f) no person has any obligation to engage in discussions with any other person after the date hereof regarding any further forbearance and (g) no Supporting Holder and no Obligor has any obligation under any circumstances to amend, waive, supplement or otherwise modify the terms of the Notes Indentures, offer any discounted payoff of the Notes, refinance or exchange the Notes, vote or refrain from voting or otherwise acting with respect to its Notes, extend the forbearance period, grant any other forbearance, agree to any amendment, supplement, waiver or other modification or any Potential Transaction, enter into any definitive documentation in connection with a Potential Transaction, or extend any other accommodation, financial or otherwise, to any Obligor or any of its Affiliates.

SECTION VII. MISCELLANEOUS

7.01 More Favorable Agreements. If the Issuer has entered into or at any time on or after the date hereof enter into a forbearance or similar agreement with respect to the Notes with any other holder of the Notes that is not a Supporting Holder that contains terms more favorable to the noteholders party thereto

than those contained in this Agreement (each such agreement, a "More Favorable Agreement"), such terms of such More Favorable Agreement shall automatically be incorporated herein unless all of the Supporting Holders, in their sole discretion, elect not to include any such terms. The Issuer shall (a) promptly notify the Supporting Holders of its entry into a More Favorable Agreement and (b) promptly provide a copy, with customary redactions, of such More Favorable Agreement to the Supporting Holders.

7.02 Counterparts. This Agreement may be executed and delivered in any number of counterparts with the same effect as if the signatures on each counterpart were upon the same instrument. Any counterpart delivered by facsimile or by other electronic method of transmission shall be deemed an original signature thereto.

7.03 Several Obligations; No Liability. Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that (a) the representations and warranties of each Supporting Holder made in this Agreement are being made on a several, and not joint, basis, (b) the obligations of each Supporting Holder under this Agreement are several obligations of each of them and (c) no Supporting Holder shall have any liability for the breach of any representation, warranty, covenant, commitment, or obligation by any other Supporting Holder. Nothing in this Agreement requires any Supporting Holder to advance capital to the Issuer or any Subsidiary Guarantor or incur any material liability.

7.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without application of any choice of law provisions that would require the application of the law of another jurisdiction. Each party hereto hereby irrevocably and unconditionally consents to submit to the non-exclusive jurisdiction of the federal and state courts in the Borough of Manhattan, City of New York for any action, suit, or proceeding arising out of or relating to this Agreement and the transactions contemplated by this Agreement. Each party hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement in any such court and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

7.05 Successors and Assigns. This Agreement shall be binding upon each of the Issuer, the Subsidiary Guarantors, the Supporting Holders and their respective successors and assigns, and shall inure to the benefit of each such person and their permitted successors and assigns.

7.06 Additional Parties. Without in any way limiting the provisions hereof, additional holders or beneficial owners of Notes may elect to become parties to this Agreement by executing and delivering to the Issuer a Forbearance Joinder Agreement substantially in the form of Exhibit A hereto. Such additional holder or beneficial owner of Notes shall become a Supporting Holder under this Agreement in accordance with the terms of this Agreement.

7.07 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

7.08 Integration. This Agreement and any agreements referred to herein contain the entire understanding of the parties hereto with regard to the subject matter contained herein. Except as otherwise provided herein, this Agreement supersedes all prior or contemporaneous negotiations, promises, covenants, agreements and representations of every nature whatsoever with respect to the matters referred to in this Agreement, all of which have become merged and finally integrated into this Agreement. Each of

the parties hereto understands that in the event of any subsequent litigation, controversy or dispute concerning any of the terms, conditions or provisions of this Agreement, no party shall be entitled to offer or introduce into evidence any oral promises or oral agreements between the parties relating to the subject matter of this Agreement not included or referred to herein and not reflected by a writing included or referred to herein.

7.09 Jury Trial Waiver. The Issuer, the Subsidiary Guarantors and the Supporting Holders, by acceptance of this Agreement, mutually hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based herein, arising out of, under or in connection with this Agreement and the Notes Indentures or any other documents contemplated to be executed in connection herewith, or any course of conduct, course of dealings, statements (whether verbal or written) or actions of any party, including, without limitation, any course of conduct, course of dealings, statements or actions of any Supporting Holder relating to the administration of the Notes or enforcement of the Notes Indentures arising out of tort, strict liability, contract or any other law, and agree that no party will seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived.

7.10 Amendment. This Agreement may only be amended or modified in writing by the Issuer, the Subsidiary Guarantors and each Supporting Holder.

7.11 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable, in each case, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party hereto. Upon any such determination of invalidity, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ISSUER:

HORNBECK OFFSHORE SERVICES, INC.

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

GUARANTORS:

ENERGY SERVICES PUERTO RICO, LLC
HORNBECK OFFSHORE SERVICES, LLC
HORNBECK OFFSHORE TRANSPORTATION, LLC
HORNBECK OFFSHORE OPERATORS, LLC
HOS-IV, LLC
HORNBECK OFFSHORE TRINIDAD & TOBAGO, LLC
HOS PORT, LLC
HORNBECK OFFSHORE INTERNATIONAL, LLC
HOI HOLDING, LLC
HOS HOLDING, LLC

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

HORNBECK OFFSHORE NAVEGACAO LTDA

By: /s/ Robert T. Gang
Name: Robert T. Gang
Title: Administrator

HORNBECK OFFSHORE SERVICES DE MEXICO,
S. DE R.L. DE C.V.

By: /s/ Samuel A. Giberga
Name: Samuel A. Giberga
Title: Vice President

SUPPORTING HOLDERS

[SUPPORTING HOLDER]

By:_____
Name:
Title:

Principal Amount of 2020 Notes held:

_____

Principal Amount of 2021 Notes held:

_____

Exhibit A

FORM OF FORBEARANCE JOINDER AGREEMENT

[●], 2020

Hornbeck Offshore Services, Inc.
[ ]
Attention: [ ]
RE: Forbearance Agreement

Ladies and Gentlemen:

Reference is made to the Forbearance Agreement dated as of , 2020 entered into between the Issuer, the Subsidiary Guarantors, and the Supporting Holders party thereto (such Forbearance Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, together with this Forbearance Joinder Agreement, being the "Forbearance Agreement"). Any capitalized terms not defined in this Forbearance Joinder Agreement have the meanings given to them in the Forbearance Agreement.

SECTION I. Joining Obligations Under the Forbearance Agreement. The undersigned (the "Joining Noteholder") hereby agrees, as of the date first above written, to join and to be bound as a Supporting Holder by all of the terms and conditions of the Forbearance Agreement, to the same extent as each of the other Supporting Holders thereunder. The undersigned further agrees, as of the date first above written, that each reference in the Forbearance Agreement to a "Supporting Holder" shall also mean and be a reference to the undersigned, including the making of each representation and warranty set forth in Section 5 of the Forbearance Agreement.

SECTION II. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Forbearance Joinder Agreement by telecopier or in .PDF or similar format by email shall be effective as delivery of an original executed counterpart of this Forbearance Joinder Agreement. For the avoidance of doubt, the Obligors do not need to separately execute this Forbearance Joinder Agreement but are nevertheless bound by the terms of the Forbearance Agreement with respect to the Joining Noteholder as if such Joining Noteholder were a party to the Forbearance Agreement.

SECTION III. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc. The parties hereto hereby agree that Sections 7.04 and 7.09 of the Forbearance Agreement shall apply to this Forbearance Joinder Agreement.

[*Signature Page Follows*]

Very truly yours,
[●]

By:_____
Name:
Title:

Noteholder's principal amount of 2020 Notes: $_____

Noteholder's principal amount of 2021 Notes: $_____

Exhibit C

Exit First Lien Facility Term Sheet

Hornbeck Offshore Services, Inc.
Exit First Lien Credit Facility
Summary of Terms and Conditions

Capitalized terms used but not defined in this Term Sheet shall have the meanings assigned to such terms in the Disclosure Statement to which this Term Sheet is attached.

BORROWERS:	Reorganized Hornbeck Offshore Services, Inc. (the "**Parent Borrower**") and reorganized Hornbeck Offshore Services, LLC (the "**Co-Borrower**" and, together with the Parent Borrower, the "**Borrowers**"; and the Borrowers, together with the Guarantors (as defined below), the "**Loan Parties**").
GUARANTORS:	Initially, each subsidiary of the Parent Borrower that is a guarantor under the DIP Credit Agreement (the "**DIP Credit Agreement Guarantors**") and, after the Closing Date (as defined below), each other subsidiary of the Parent Borrower the guarantee by which is necessary to result in, after giving effect to such additional guarantees, (x) subsidiaries that are organized in the United States and which do not guarantee the Exit First Lien Loans (as defined below) (other than the Co-Borrower) having assets of less than $5,000,000 in the aggregate and (y) subsidiaries that are organized outside of the United States and which do not guarantee the Exit First Lien Loans (other than Excluded Subsidiaries (as defined below)) having assets less than $20,000,000 in the aggregate; provided that no person may guarantee the obligations under the Exit Second Lien Credit Facility (as defined below) unless such person guarantees the Exit First Lien Loans. Each such person that guarantees the Exit First Lien Loans is referred to herein as a "**Guarantor**". As used above, "**Excluded Subsidiary**" means any subsidiary of the Parent Borrower (other than a DIP Credit Agreement Guarantor) (a) that is not organized in Brazil, Mexico or the United States and with respect to which the guarantee by such subsidiary of the Exit First Lien Loans would result in material adverse tax consequences to the Parent Borrower as reasonably determined by the Parent Borrower in consultation with the Required Lenders (as defined below), (b) that is prohibited from guaranteeing the Exit First Lien Loans by applicable law or contractual obligations existing on the Closing Date to the extent such contractual obligations were not entered into in contemplation of the Closing Date (or, in the case of any subsidiary acquired after the Closing Date, in existence at the time of such acquisition but not entered into in contemplation thereof) or (c) with respect to which the guarantee by such subsidiary of the Exit First Lien Loans would require governmental (including regulatory) consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained).
ADMINISTRATIVE AGENT:	[Wilmington Trust, National Association], or another party appointed by the Required Lenders and reasonably acceptable to the Parent Borrower (the "**Administrative Agent**").

COLLATERAL AGENT:	[Wilmington Trust, National Association], or another party appointed by the Required Lenders and reasonably acceptable to the Parent Borrower (the "**Collateral Agent**" and, together with the Administrative Agent, the "**Agents**").
EXIT FIRST LIEN LENDERS:	Initially, the lenders under the DIP Credit Agreement, as described in greater detail in the Plan and, after the Closing Date, such other banks, financial institutions and other entities that become a lender under the Exit First Lien Credit Agreement in accordance with the "Assignments and Participations" section below (the "**Exit First Lien Lenders**").
EXIT FIRST LIEN CREDIT FACILITY:	A first-lien senior secured term loan credit facility as described in this Term Sheet (the "**Exit First Lien Credit Facility**" and the term loans thereunder, the "**Exit First Lien Loans**") in an aggregate principal amount determined in accordance with the Plan. Any Exit First Lien Loans repaid or prepaid may not be reborrowed. The Exit First Lien Loans shall be issued to the Exit First Lien Lenders as a result of the conversion of the loans under the DIP Credit Agreement on the Closing Date, in accordance with and subject to the conditions set forth in the Plan.
EXIT SECOND LIEN CREDIT FACILITY:	Substantially concurrently with the entry into the Exit First Lien Credit Facility, the Borrowers and the Guarantors will enter into a second-lien secured term loan credit facility (the "**Exit Second Lien Credit Facility**"), the terms of which are described in greater detail in Exhibit D to the Disclosure Statement.
INCREMENTAL EXIT FIRST LIEN LOANS:	None.
MATURITY DATE:	The fourth anniversary of the Closing Date ("**Maturity Date**").
INTEREST RATE:	The Exit First Lien Loans will bear interest, at the option of the Parent Borrower, at a rate per annum equal to: • from the Closing Date until the third anniversary of the Closing Date, LIBOR (with a floor of 1.00%) plus 9.50% or Base Rate (to be defined in the Exit First Lien Credit Agreement) plus 8.50%: and • from the third anniversary of the Closing Date and thereafter, LIBOR (with a floor of 1.00%) plus 11.00% or Base Rate plus 10.00%. Interest on the Exit First Lien Loans will be payable solely in cash.
AGENCY FEES:	The Administrative Agent will receive such fees as will have been agreed in a fee letter between it and the Parent Borrower.
CLOSING FEE IN THE FORM OF EQUITY:	As set forth in Article II.A. of the Plan (the "**Closing Fee**").

SPECIFIED 1L EXIT FEE:	A fee in an amount equal to $3,000,000, which was earned by Whitebox Advisors LLC (and its applicable affiliates or related or managed funds) (such entities, the "**Specified 1L Exit Lenders**"; and such fee, the "**Specified 1L Exit Fee**") upon the acceleration of the loans under the ABL Facility. The Specified 1L Exit Fee shall be payable to the Specified 1L Exit Lenders in full on the earlier of (x) the first date on which at least 50% of the principal amount of Exit First Lien Loans outstanding as of the Closing Date has been (in one or more transactions) prepaid, repaid, repriced, accelerated and/or effectively refinanced through any amendment of the Exit First Lien Loans and (y) the three year anniversary of the Closing Date.
AMORTIZATION:	None.
OPTIONAL PREPAYMENTS:	Exit First Lien Loans may be prepaid at any time, in whole or in part, and without premium or penalty, at the option of the Parent Borrower, upon notice and in minimum principal amounts and in multiples to be agreed upon, subject to reimbursement of LIBOR breakage costs.
CALL PROTECTION:	None.
MANDATORY PREPAYMENTS:	The Exit First Lien Loans shall be prepaid, in each case, dollar-for-dollar, by the following amounts (in each case subject to exceptions to be set forth in the Exit First Lien Credit Agreement): (A) 100% of the net cash proceeds of all Asset Sales (to be defined in a manner substantially consistent with the corresponding definition set forth in the DIP Credit Agreement) by the Loan Parties and their subsidiaries in excess of $5,000,000, subject to certain other exceptions to be set forth in the Exit First Lien Credit Agreement, including the right to reinvest such net cash proceeds in assets useful in the business of the Loan Parties and certain other permitted investments to be agreed within 365 days of receipt of such net cash proceeds, subject to limitations on the reinvestment right as set forth on Annex I hereto; and (B) 100% of the net cash proceeds received from any incurrence of debt after the Closing Date not permitted by the Exit First Lien Credit Agreement. Prepayments from such net cash proceeds will be subject to customary limitations to the extent such prepayments (including the repatriation of cash in connection therewith) would (a) be prohibited or delayed by applicable law (provided that the Borrowers and the Guarantors shall use reasonable best efforts to take all actions available under local law to permit such repatriation) or (b) result in material adverse tax consequences (provided that the Borrowers and the Guarantors shall use reasonable best efforts to take all actions to eliminate such material adverse tax consequences to permit such repatriation).

The above-described mandatory prepayments shall be applied on a ratable basis among the Exit First Lien Lenders. Each Exit First Lien Lender shall have the right to reject its pro rata share of any mandatory prepayments described above (other than clause (B) above), in which case the amounts so rejected shall be applied to the prepayment of the loans under the Exit Second Lien Credit Facility to the extent required under the definitive documentation with respect thereto and, to the extent rejected by the lenders under the Exit Second Lien Credit Facility, may be retained by the Parent Borrower and used for any purpose not prohibited by the Exit First Lien Credit Agreement.

DOCUMENTATION:

The Exit First Lien Credit Facility will be documented in a credit agreement (the "**Exit First Lien Credit Agreement**") and other loan documents entered into in connection therewith (collectively, the "**Loan Documents**"), each in form and substance as set forth below.

The Exit First Lien Credit Agreement shall (i) reflect the terms and provisions set forth in this Term Sheet and (ii) be based on the prepetition First Lien Credit Agreement; provided that, the terms of the prepetition First Lien Credit Agreement shall be modified:

- to provide that the liens covenant and the asset sale covenant apply to all property and assets of the Loan Parties and their subsidiaries; provided, further, that the Exit First Lien Credit Agreement shall include the additional "Permitted Liens" categories included in the DIP Credit Agreement, other than any such categories that are primarily applicable to debtor-in-possession financings, except that the general liens basket shall be set forth on Annex I hereto, and shall include additional categories to be mutually agreed (if any) that are customary and appropriate for the expanded scope of the liens basket;
- to conform the maritime-related provisions to the corresponding provisions included in the DIP Credit Agreement, other than any such provisions that are primarily applicable to debtor-in-possession financings; provided that, the representation in the final sentence of Section 7.16(a) of the DIP Credit Agreement shall be an affirmative covenant in the Exit Second Lien Credit Agreement;
- to account for the "all assets" lien described in the "Security" section below, including, without limitation, by (i) removing the "Collateral Substitution Transaction" construct and (ii) requiring the delivery of security documents and related deliverables based on the corresponding security documents and deliverables executed and/or delivered in connection with the DIP Credit Agreement;

- to modify the definition of "Specified Value" (along with component definitions and related provisions) (i) in a manner to be mutually agreed with respect to the value of any vessel for purposes of permitted asset sales, investments and other permitted transactions under the Exit First Lien Credit Facility and (ii) with respect to the value of any property (other than vessels and cash), to provide that the fair market value of such property shall be determined (x) in the case of property below $2,500,000, in good faith by the management of the Parent Borrower, (y) in the case of property equal to or above $2,500,000 but below $10,000,000, in good faith by the board of directors of the Parent Borrower or (z) in the case of property equal to or in excess of $10,000,000, by a reputable investment bank, accounting firm or appraisal firm which is reasonably satisfactory to the Required Lenders (it being agreed that, with respect to valuations of vessels, the following investment banks, accounting firms or appraisal firms, as applicable, shall be deemed to be acceptable to the Required Lenders: (i) Dufour Laskay & Strouse, Inc., (ii) Fearnley Offshore, (iii) Clarksons Platou, (iv) Pareto, (v) VesselsValue, (vi) Seabrokers Group and (vii) Arctic Offshore (each, a "**Specified Qualified Appraiser**"));
- to permit "Foreign Vessel Reflagging Transactions" only to the extent such transactions are consented to by the Required Lenders or are set forth on a schedule to the Exit First Lien Credit Agreement and agreed to by the Required Lenders in their discretion (which schedule shall include the reflagging transaction with respect to the HOS Black Watch to the same extent that such reflagging transaction is permitted under the DIP Credit Agreement);
- to remove the unrestricted subsidiary construct;
- to modify the exclusion to "Consolidated Net Income" with respect to extraordinary, non-recurring, unusual or infrequent items so that such exclusion (i) does not apply to lost revenues attributable to the impact of COVID-19 (i.e., no addback or similar adjustment for the foregoing shall be made) but (ii) does apply to actual costs and expenses attributable to the impact of COVID-19 in an amount not to exceed an amount to be agreed for any four fiscal quarter period;
- to remove the addback in clause (h) of the definition of "Consolidated EBITDA", which provides for addbacks "of a type" referred to in certain Form 10-K's and 10-Q's of the Parent Borrower;
- to reflect changes in law or accounting standards since the date of the prepetition First Lien Credit Agreement

(except that any lease, whether entered into before or after the Closing 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);

- to include mutually-agreed LIBOR successor provisions; and
- to make such other modifications as agreed by the Parent Borrower and the Required Lenders.

The security documents (including, for the avoidance of doubt, personal property security agreements, vessel mortgages, marine insurance assignments, real property mortgages, intellectual property security agreements and account control agreements) entered into in connection with the Exit First Lien Credit Facility (collectively, the "**Security Documents**") shall be based on the corresponding security documents entered into in connection with the DIP Credit Agreement, including any local law security documents governed by Brazilian, Mexican or Vanuatu law; provided, that:

- the "Excluded Accounts" and "Excluded Assets" definitions shall be based on the corresponding definitions set forth in the New York law security agreement entered into in connection with the DIP Credit Agreement, except that "Excluded Assets" shall include (i) all fee owned or leased real property with a fair market value less than $1,750,000 (provided that the fee owned property at West Club Deluxe Road, Hammond, Tangipahoa Parish, Louisiana shall not constitute an "Excluded Asset" so long as such property is owned by a Loan Party) and (ii) all vessels acquired after the Closing Date with a fair market value less than $2,500,000;
- (x) the Borrowers and Guarantors shall be required to use reasonable best efforts to obtain leasehold mortgages with respect to HOS Port subject to receipt of a subordination, nondisturbance and attornment agreement consistent with the DIP Credit Agreement (which will include any requisite consents from the landlord under the HOS Port leases) and (y) the provision of any other leasehold mortgage shall be subject to a reasonable best efforts standard;
- no perfection actions shall be required (beyond the filing of a financing statement under the Uniform Commercial Code or similar filings under local law with respect to Guarantors that are organized outside of the United States) with respect to (x) commercial tort claims not exceeding an amount to be agreed, (y) motor vehicles and other assets subject to certificates of title (other than any vessels) or (z) letter of credit rights;

- the Security Documents shall not include any provisions that are primarily applicable to debtor-in-possession financings; and
- to the extent that there are any additional Security Documents that do not have a corresponding security document entered into in connection with the DIP Credit Agreement, such Security Documents shall be negotiated in good faith between the Parent Borrower and the Required Lenders and shall be consistent with the "Security" section below (including, without limitation, any additional Security Documents relating to (i) the vessel known as HOS Brass Ring, (ii) any deposit account, securities account or commodities account held in the name of a Mexican subsidiary and (iii) the shares and/or interests in HON Navegação II, Ltda.).

For the avoidance of doubt, Guarantors organized outside of the United States shall also be required to enter into Security Documents governed by, and perform perfection actions required under, the law in which such Guarantors are organized.

The guarantees provided by the Guarantors shall be evidenced by one or more guarantee agreements (the "**Guarantee Agreements**") substantially consistent with the corresponding guarantee agreements entered into in connection with the DIP Credit Agreement, including any local law guarantees governed by Brazilian or Mexican law (except that such guarantee agreements entered into in connection with the Exit First Lien Credit Facility shall not include any provisions that are primarily applicable to debtor-in-possession financings).

To the extent that terms of the Loan Documents are not expressly set forth herein, such terms shall be negotiated in good faith between the Parent Borrower and the Required Lenders and shall be usual and customary for facilities of this type.

Counsel to the Required Lenders shall prepare initial drafts of the Loan Documents.

This section is referred to herein as the "**Documentation Principles**".

SECURITY: There will be granted to the Collateral Agent, for the benefit of the Exit First Lien Lenders, valid and perfected first-priority liens on, and security interests in, substantially all existing and after-acquired property (tangible and intangible) of the Loan Parties, including, without limitation, all vessels, accounts receivable, inventory, equipment, intellectual property and related rights, deposit accounts, cash and cash equivalents, investment property, fixtures, all owned or leased material real property interests and all proceeds and products thereof and a pledge of the capital stock of all subsidiaries of the Parent Borrower and all proceeds and products thereof, subject to exclusions consistent with the Documentation Principles (collectively, the "**Collateral**"). For the avoidance of doubt, control agreements shall be required for all deposit accounts, securities accounts and commodities

accounts, other than such accounts that constitute "Excluded Accounts" (as defined in the New York law security agreement entered into in connection with the DIP Credit Agreement, except that the aggregate de minimis threshold therein shall be changed from $500,000 to $1,000,000). Control agreements and certain mortgages may be delivered within a time period to be agreed following the Closing Date, as described in greater detail in "Conditions to Effectiveness" below.

INTERCREDITOR ARRANGEMENTS:

The liens on the Collateral securing the Exit First Lien Credit Facility and any permitted refinancings thereof will be senior in priority to the liens on the Collateral securing the Exit Second Lien Credit Facility and any permitted refinancings thereof. The priority of the security interests and related creditor rights between the Exit First Lien Credit Facility and the Exit Second Lien Credit Facility will be set forth in a customary intercreditor agreement (the "**Intercreditor Agreement**") which shall be reasonably acceptable to the Required Lenders and the "Required Exit Second Lien Lenders" under and as defined in the Exit Second Lien Credit Facility; provided that, the Intercreditor Agreement shall:

- include a customary 120-day "standstill" period;
- provide the lenders under the Exit Second Lien Credit Facility with a customary "purchase right" and customary credit bidding rights (each of which shall require any outstanding obligations under the Exit First Lien Credit Facility to be repaid in full in cash);
- provide that the lenders under the Exit Second Lien Credit Facility shall not object to a "debtor-in-possession" financing up to an amount to be agreed; and
- include a customary "first lien debt cap" equal to $75 million (plus all interest, fees, expenses, indemnities and other amounts payable in respect of the Exit First Lien Credit Facility); provided that any loans under any asset-based credit facility shall count against such cap.

REPRESENTATIONS AND WARRANTIES:

Usual and customary for transactions of this type, limited to: organization; powers; authority; enforceability; approvals; no conflicts; financial statements; no material adverse change; litigation; environmental matters; compliance with laws and agreements; no defaults; investment company act; anti-terrorism laws and sanctions; taxes; ERISA; disclosure; no material misstatements; insurance; subsidiaries; location of business and offices; properties and titles (including with respect to the HOS Port); hedging obligations; use of proceeds; solvency; anti-corruption laws; and EEA financial institutions, subject, in the case of each of the foregoing representations and warranties, to qualifications and limitations for materiality consistent with the Documentation Principles.

CONDITIONS TO EFFECTIVENESS:

The date on which the following conditions are satisfied or waived in accordance with the Exit First Lien Credit Agreement, the "**Closing Date**":

- The Administrative Agent and the Exit First Lien Lenders, as applicable, shall have received all closing and agency fees (including the Closing Fee) and other fees and amounts (including legal expenses) due and payable on or prior to the Closing Date (with respect to legal expenses, to the extent invoiced at least two business days prior to the Closing Date);
- The Collateral Agent shall be satisfied that the Security Documents provide a first-priority, perfected lien on substantially all of the Borrowers' and Guarantors' property, subject to the "Security" section above and post-closing periods to be mutually agreed (it being agreed and understood that if any security interest in the Collateral cannot be perfected on the Closing Date after the Loan Parties' use of reasonable best efforts, such security interests may be perfected after the Closing Date within a time period to be mutually agreed, except that the Parent Borrower shall be required on the Closing Date to file UCC-1 financing statements in all relevant jurisdictions, to deliver to the Collateral Agent any certificated equity interests that are required to be pledged pursuant to the "Security" section above and to enter into arrangements satisfactory to the Required Lenders to have (i) the fleet mortgage with respect to the U.S.-flag vessels duly filed for recordation with the U.S. Coast Guard's National Vessel Documentation Center and (ii) the fleet mortgage with respect to the Vanuatu-flag vessels duly filed for recordation with the Office of the Deputy Commissioner of Maritime Affairs of the Republic of Vanuatu at the Port of New York, New York);
- Customary legal opinions from the counsel of the Borrowers and the Guarantors shall have been delivered to the Administrative Agent and the Exit First Lien Lenders;
- Certificates of insurance and P&I club entries evidencing compliance with coverage covenant shall have been delivered to the Administrative Agent and the Exit First Lien Lenders;
- The Bankruptcy Court shall have entered a Final Order (as defined in the Plan) confirming the Plan and approving the Exit First Lien Credit Agreement, which Final Order shall be satisfactory to the Required Lenders, all conditions precedent to the effectiveness of the Plan shall have been satisfied or waived in accordance with the terms thereof

and the Effective Date (as defined in the Plan) shall have occurred;

- The Administrative Agent and the Exit First Lien Lenders shall have received all requested KYC information;
- All of the representations and warranties in the Exit First Lien Credit Agreement shall be true and correct in all material respects (or if qualified by a materiality or material adverse effect, in all respects) as of the Closing Date, or if such representation speaks as of an earlier date, as of such earlier date;
- No default or event of default under the Exit First Lien Credit Facility shall have occurred and be continuing or would result from the extension of credit on the Closing Date;
- Delivery of a customary borrowing notice;
- Delivery of a solvency certificate with respect to the Reorganized Debtors (as defined in the Plan) and their subsidiaries, executed by the chief financial officer of the Parent Borrower or other officer of equivalent duties; and
- Delivery of usual and customary deliverables for financings of this type, including execution and delivery of satisfactory facilities documentation (including the Intercreditor Agreement), officer's and secretary's certificates, compliance certificates, certificates of good standings and organizational documents.

REPORTING REQUIREMENTS:

The Parent Borrower shall provide the Administrative Agent (for further delivery to the Exit First Lien Lenders, except that the delivery of the appraisals shall be available to any Exit First Lien Lender upon request by such Exit First Lien Lender to the Administrative Agent):

- annual audited consolidated financial statements no later than 90 days after the end of each fiscal year, accompanied by an audit opinion;
- quarterly unaudited consolidated financial statements no later than 60 days after the end of the first three fiscal quarters of each fiscal year;
- concurrently with the delivery of quarterly and annual financial statements, customary management's discussion and analysis and customary compliance certificates;
- annual projections for each fiscal year; and
- on a quarterly basis, an exported appraisal report substantially in the form of an exhibit to the Exit First Lien Credit Agreement (the "agreed form") of the applicable vessels owned by any Loan Party, which appraisals shall be provided by VesselsValue; provided that, (x) if

VesselsValue ceases to exist or (y) if access to an appraisal report on the agreed form becomes commercially unavailable, impractical to obtain or otherwise materially more costly to obtain, then the Parent Borrower shall (or, with respect to clause (y), may) provide a substitute report from another Specified Qualified Appraiser or another appraiser that is reasonably acceptable to the Required Lenders and which substitute report is substantially similar in form and substance to the agreed form.

The Parent Borrower shall arrange for conference calls once per fiscal quarter, and, following the occurrence and during continuance of any default, shall hold conference calls more frequently at the reasonable request of the Administrative Agent or Required Lenders.

The Exit First Lien Credit Agreement shall include other reporting and notice requirements consistent with the Documentation Principles, and the notice requirements shall include notifications of certain material litigation.

AFFIRMATIVE COVENANTS:

Usual and customary for transactions of this type, limited to: taxes and other liens; existence; compliance; further assurances; performance of obligations; use of proceeds; insurance; accounts and records; right of inspection (including inspections of books and records); maintenance of properties; notice of certain events; information reasonably requested by the Administrative Agent or any Exit First Lien Lender through the Administrative Agent; ERISA information and compliance; security; sanctions, anti-corruption laws and anti-terrorism laws; post-closing undertakings; and collateral proceeds account, subject, in the case of each of the foregoing affirmative covenants, to exclusions and qualifications and limitations for materiality consistent with the Documentation Principles; provided that, upon the request of any Exit First Lien Lender or the Administrative Agent on behalf of the Exit First Lien Lenders, the Parent Borrower shall provide such persons with the definitive documentation of any material debt for borrowed money or debt evidenced by bonds, notes or indentures, 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).

NEGATIVE COVENANTS:

Usual and customary for transactions of this type, limited to subject, in the case of each of the following negative covenants, to exclusions and qualifications and limitations for materiality consistent with the Documentation Principles (subject to the proviso at the end of this paragraph):

- restricted payments (including (i) dividends and stock repurchases, (ii) investments and (iii) prepayments, repurchases or redemptions of Permitted Acquisition Indebtedness (as described on Annex I hereto), indebtedness under the Specified Credit Facility (provided that the payment of amortization under the Specified Credit shall constitute a

restricted payment), payment subordinated indebtedness, unsecured indebtedness and indebtedness that is secured on a junior lien basis relative to the Exit Second Lien Credit Facility); provided that, (x) with respect to Permitted Acquisition Indebtedness only, prepayments, repurchases and redemptions shall be permitted with a portion to be agreed of the income attributable to the entities or assets acquired with the proceeds of such Permitted Acquisition Indebtedness and (y) with respect to indebtedness under the Specified Credit Facility only, prepayments, repurchases and redemptions shall be permitted with a portion to be agreed of the income attributable to, or any proceeds from any disposition of, the HOS Warhorse or HOS Wild Horse;

- debt and disqualified stock; provided that, the Exit First Lien Credit Facility shall permit (1) any Loan Party to incur debt in an amount equal to 100% of any cash common equity contribution to the Parent Borrower following the Closing Date ("**Contribution Indebtedness**"); provided that (a) the cash interest rate applicable to any Contribution Indebtedness shall not exceed 9.25% per annum, (b) the principal amount of Contribution Indebtedness outstanding at any time shall not exceed $25,000,000, (c) such debt is incurred no later than one year after the date of such cash contribution, (d) such debt is designated as Contribution Indebtedness pursuant to a certificate of the Parent Borrower delivered to the Administrative Agent, and (e) such debt satisfies the Required Debt Terms (as defined on Annex I hereto) and (2) a credit facility in a principal amount not to exceed $65,000,000 (the "**Specified Credit Facility**") on the following terms and conditions (i) the use of proceeds of the Specified Credit Facility shall be limited to funding the construction of the HOS Warhorse and HOS Wild Horse and purposes reasonably related thereto, (ii) the Specified Credit Facility may only be secured by liens on the HOS Warhorse and HOS Wild Horse (and other assets related thereto) (subject to the preexisting liens of the shipyard (the "**Specified Lien**")), (iii) the entity that owns the HOS Warhorse and HOS Wild Horse cannot hold any other assets, other than assets related to such vessels to be agreed, (iv) except to the extent otherwise agreed to by the Required Lenders in their discretion, the Collateral Agent shall have a second-priority lien on the HOS Warhorse and HOS Wild Horse (subject to the Specified Lien); provided that if such lien on the HOS Warhorse and HOS Wild Horse is not permitted under the terms of the Specified Credit Facility after the Parent Borrower's use of reasonable best efforts to permit such lien, the Collateral Agent shall have a first-priority lien on the equity interests of the entity that owns the HOS Warhorse and HOS Wild Horse (and in such case such equity interests shall be subject to a negative pledge); provided, further, that if such lien on the equity interests of the entity that

owns the HOS Warhorse and HOS Wild Horse is not permitted under the terms of the Specified Credit Facility after the Parent Borrower's use of reasonable best efforts to permit such lien, the Collateral Agent shall have a first-priority lien on the equity interests of the parent company of the entity that owns the HOS Warhorse and HOS Wild Horse (and in such case such equity interests and the equity interests of the entity that owns the HOS Warhorse and HOS Wild Horse shall be subject to a negative pledge; provided that the lenders under the Specified Credit Facility may have a first-priority lien on the equity interests of the entity that owns the HOS Warhorse and HOS Wild Horse) and (v) the entity that owns the HOS Warhorse and HOS Wild Horse shall be the borrower under the Specified Credit Facility, and the Specified Credit Facility shall not be guaranteed by any entity (other than, if requested by the financing source, a holding company existing for the sole purpose of holding the equity interests of the borrower under the Specified Credit Facility);

- liens; provided that, the Exit First Lien Credit Facility shall permit Contribution Indebtedness to be secured by the Collateral on a junior lien basis to the Exit First Lien Loans so long as the agent or trustee in respect of such Contribution Indebtedness becomes a party to the Intercreditor Agreement (or other intercreditor arrangements satisfactory to the Required Lenders are entered into);
- merger or consolidation (to be substantially consistent with the corresponding covenant included in the DIP Credit Agreement);
- transactions with affiliates (modified to (i) remove clause (J) of Section 9.06 of the prepetition First Lien Credit Agreement and (ii) modify clause (L) of Section 9.06 of the prepetition First Lien Credit Agreement to permit certain scheduled transactions which are substantially consistent with the corresponding scheduled transactions under the DIP Credit Agreement);
- burdensome restrictions;
- asset sales; and
- composition of vessel collateral

provided, that (i) the baskets, exceptions and thresholds, as applicable, to such negative covenants (including those set forth in related definitions) included in the prepetition First Lien Credit Agreement shall be modified as set forth on Annex I hereto and (ii) such negative covenants shall include other exceptions to the extent agreed by the Required Lenders and the Parent Borrower.

FINANCIAL COVENANTS: Limited to the following:

- Minimum Available Liquidity to be not less than $25 million as of the last day of any fiscal quarter. As used herein, "**Minimum Available Liquidity**" means the amount of cash and cash equivalents (as the latter is defined in the prepetition First Lien Credit Agreement) of the Loan Parties.

EVENTS OF DEFAULT: Usual and customary for facilities of this type (with materiality thresholds, exceptions and grace periods to be consistent with the Documentation Principles), limited to the following: failure to make payments when due; noncompliance with covenants subject to 30-day cure periods for certain affirmative covenants consistent with the prepetition First Lien Credit Agreement; inaccuracy of representations and warranties; defaults under material indebtedness beyond any applicable grace period; insolvency and bankruptcy events; judgments in excess of $25 million (to the extent not covered by third-party insurance); invalidity of Loan Documents and impairment of security interests in material collateral; the occurrence of certain ERISA events; and the occurrence of a change in control.

INDEMNIFICATION: Usual and customary for facilities of this type.

COST AND YIELD PROTECTION: Usual and customary for facilities of this type.

ASSIGNMENTS AND PARTICIPATIONS: Usual and customary for facilities of this type; provided that (i) the consent of the Borrowers (not to be unreasonably withheld or delayed) shall be required for assignments of Exit First Lien Loans (which consent shall be deemed to be provided if the Borrowers do not respond to a consent for assignment within 10 business days after written receipt of request thereof), except for assignments (x) during the continuation of an event of default or (y) to another Exit First Lien Lender, to an affiliate or an approved fund of an Exit First Lien Lender or to an "Approved Lender" (as defined in the DIP Credit Agreement) with respect to such Exit First Lien Lender and (ii) no consent of the Parent Borrower shall be required for any participations.

Notwithstanding the foregoing, no assignments or participations may be made to "Disqualified Lenders", as defined below.

As used herein, "**Disqualified Lender**" means (a) those persons identified by the Borrowers on a written list delivered to the Administrative Agent and the Exit First Lien Lenders on [-], 2020 (to the extent agreed to by the Exit First Lien Lenders on such date) (or, if not so delivered, shall be deemed to be identical to the corresponding agreed written list under the DIP Credit Agreement) (b) Company Competitors (as defined below) identified by the Borrowers on a written list delivered to the Administrative Agent and the Exit First Lien Lenders on [-], 2020 (to the extent agreed to by the Exit First Lien Lenders on such date) (or, if not so delivered, shall be deemed to be identical to the list of Company Competitors under the DIP Credit Agreement), which list of Company Competitors may be supplemented from time to time after the Closing 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 or is identified in writing to the Administrative Agent by the Borrowers. Any supplement to the list of Company Competitors 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 to such supplement by the Required Lenders (such consent not to be unreasonably withheld or delayed); provided, that such supplement shall not apply retroactively to disqualify any person with respect to any Exit First Lien Loans held by it immediately prior to the delivery of such supplement. The list of Disqualified Lenders shall be made available to any Exit First Lien Lender upon request to the Administrative Agent and shall be subject to the confidentiality obligations included in the Exit First Lien Credit Agreement.

As used herein, "**Company Competitor**" will have the definition assigned to the term "Competitor" (or the equivalent term) in the New Securityholders Agreement referred to in the Plan (or shall have such other definition as is mutually agreed by the Required Lenders and the Parent Borrower).

VOTING: Usual and customary for facilities of this type. Subject to customary exceptions for certain provisions that require the consent of each affected Exit First Lien Lender or all Exit First Lien Lenders and customary protections for the Administrative Agent, amendments and waivers of the Exit First Lien Credit Facility will require the approval of Exit First Lien Lenders holding more than 50% of the outstanding Exit First Lien Loans (the "Required Lenders"); provided that, at any time there are two or more Exit First Lien Lenders (who are not affiliated with one another), "Required Lenders" must include at least two Exit First Lien Lenders (who are not affiliated with one another).

GOVERNING LAW AND FORUM: New York, except for any Security Document or Guarantee Agreement entered into by a Guarantor organized outside of the United States or in respect of real property, which may be governed by local law.

EXPENSES: The Parent Borrower shall pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the Exit First Lien Lenders (including reasonable and documented fees and expenses of counsel (which shall be limited to the reasonable and documented fees and expenses of one primary counsel for the Administrative Agent, one primary counsel for the Exit First Lien Lenders, one primary maritime counsel for the Exit First Lien Lenders

	and, if necessary, one local counsel in each relevant jurisdiction, including, without limitation, Brazil and Mexico) and reasonable and documented filing fees, documentation fees and other third party fees) in connection with the Loan Documents.
COUNSEL TO AGENTS:	[Thompson Hine LLP.]
COUNSEL TO REQUIRED LENDERS:	Davis Polk & Wardwell LLP.

Annex I

Attached.

Annex I to Exit Credit Facilities

SECTION/ DEFINITION	BASKET	HORNBECK PREPETITION 1L CREDIT AGREEMENT	1L/2L EXIT CREDIT FACILITIES
1. Indebtedness			
"Permitted Acquisition Indebtedness"	**Acquisition Debt**	Subject to 2.00:1.00 FCCR or FCCR no worse than prior May be secured only by the assets acquired with such debt.	**1L/2L Exit Credit Facilities**:[1] Modify "Permitted Acquisition Indebtedness," which can either be incurred Permitted Acquisition Indebtedness or assumed Permitted Acquisition Indebtedness <u>Incurred Permitted Acquisition Indebtedness</u>: Unlimited debt, Subject to 2.00:1.00 FCCR or FCCR no worse than prior Use of proceeds limited to "Permitted Acquisitions" (as defined in the Prepetition 1L Credit Agreement) The "LTV Ratio" with respect to such acquisition must be no greater than 75%. "LTV Ratio" means, with respect to any specified acquisition, the ratio of (i) the principal amount of the debt incurred to finance such acquisition to (ii) the Specified Value of the assets acquired pursuant to such acquisition. To the extent secured, (i) may be secured only by the assets acquired with such debt and (ii) 1L/2L Exit Credit Facility lenders will get a junior lien on such assets to the extent not prohibited under the documentation governing such debt, and the applicable obligor shall use reasonable best efforts to permit such junior lien No obligors other than the person that owns the assets acquired with such debt

[1] NTD: All references herein to the 1L Exit Credit Facility refer only to the 1L Exit Credit Facility resulting from the conversion of the DIP Facility. If that facility is refinanced, the refinanced 1L Exit Credit Facility may have looser terms (including terms that match the 2L Exit Credit Facility) to the extent so agreed by the lenders providing such refinancing debt.

			Must mature at least 91 days after the maturity date of the 2L Exit Credit Facility and have no mandatory or scheduled prepayments prior to such time (except (i) as a result of a customary change of control or asset sale repurchase offer provision, (ii) for scheduled amortization (not to exceed 5.0% per annum) or (iii) prepayments made solely with a portion to be agreed of the income attributable to the entities or assets acquired with the proceeds of such Permitted Acquisition Indebtedness) If such Permitted Acquisition Indebtedness includes a financial maintenance covenant, such financial maintenance covenant shall be added to the 1L/2L Exit Credit Facilities for the benefit of the lenders thereunder; <u>provided</u> that, subject to additional conditions to be agreed, if such Permitted Acquisition Indebtedness is refinanced by indebtedness provided by a new lender or group of lenders and such refinancing indebtedness does not have such financial maintenance covenant, then such financial maintenance covenant shall be automatically removed from the 1L/2L Exit Credit Facilities <u>Assumed Permitted Acquisition Indebtedness</u>: Unlimited debt, subject to (i) 2.00:1.00 FCCR or FCCR no worse than prior and (ii) such debt not being incurred in contemplation of such acquisition Use of proceeds limited to "Permitted Acquisitions" (as defined in the Prepetition 1L Credit Agreement) To the extent secured, (i) may be secured only by the assets acquired with such debt and (ii) 1L/2L Exit Credit Facility lenders will get a junior lien on such assets to the extent not prohibited under the documentation governing such debt No obligors other than the person that owns the assets acquired with such debt
"Permitted Leveraged Vessel Acquisition Transaction"	**Leveraged Vessel Acquisitions**	Any transaction in which the Parent Borrower or any restricted subsidiary acquires or constructs (i) any vessel, (ii) equity interests of any person that owns vessels or (iii) equipment to be installed or intended for use in the ordinary course of business	**1L/2L Exit Credit Facilities**: Remove

		on any vessel, in the case of clause (iii), with a Specified Value in excess of $10,000,000 following the Effective Date Must be financed, in whole or in part, with the proceeds of any Permitted Acquisition Indebtedness or any purchase money or similar Debt permitted under the credit agreement that is intended to be secured by the Vessel, Equity Interests or equipment so acquired Vessel collateral or proceeds thereof cannot be used to finance any portion of the purchase price	
9.02(a)	**Ratio Debt**	Subject to 2.00:1.00 FCCR Does not include any customary limitations (eg maturity/WAL, non-loan party cap) Does not include a corresponding liens basket FCCR currently excludes PIK interest payments	**1L Exit Credit Facility**: $0 **2L Exit Credit Facility**: Unlimited debt, subject to 2.00:1.00 FCCR. FCCR (for this test and for all other FCCR tests under the 1L/2L Exit Credit Facilities) to treat PIK interest payments as though paid in cash. Limited to unsecured debt To be subject to a limitation that interest payments under the unsecured debt must be payable in kind at any time that the company has elected to make PIK interest payments under the 2L Exit Credit Facility. May not be incurred or guaranteed by any person other than a Loan Party Must mature at least 91 days after the maturity date of the 2L Exit Credit Facility and have no mandatory or scheduled prepayments prior to such time (except as a result of a customary change of control or asset sale repurchase offer provision, subject to the prior making of any required payments under the 2L Exit Credit Facility) If such indebtedness includes a financial maintenance covenant, such financial maintenance covenant shall be added to the 2L Exit Credit Facility for the benefit of the lenders thereunder; provided that, subject to additional conditions to be agreed, if such ratio debt is refinanced by indebtedness provided by a new lender or group of lenders and such refinancing indebtedness does not have such financial maintenance covenant, then such financial maintenance covenant

			shall be automatically removed from the 1L/2L Exit Credit Facilities
9.02(b)(i)	**Junior Lien / Unsecured Debt of Loan Parties**	Greater of $600 million / 25% CNTA No limitations on terms (including interest rate), except must mature 91 days outside of the 1L (and no mandatory or scheduled prepays prior to such time) and if secured must be subject to an acceptable ICA	**1L Exit Credit Facility**: $0 **2L Exit Credit Facility**: $200 million (1) Limited to unsecured debt (2) To be subject to a limitation that interest payments under such debt must be payable in kind at any time that the company has elected to make PIK interest payments under the 2L Exit Credit Facility. (3) May not be incurred or guaranteed by any person other than a Loan Party (4) Must mature at least 91 days after the maturity date of the 2L Exit Credit Facility and have no mandatory or scheduled prepayments prior to such time (except as a result of a customary change of control or asset sale repurchase offer provision, subject to the prior making of any required payments under the 2L Exit Credit Facility) (5) If such indebtedness includes a financial maintenance covenant, such financial maintenance covenant shall be added to the 2L Exit Credit Facility for the benefit of the lenders thereunder; provided that, subject to additional conditions to be agreed, if such unsecured debt is refinanced by indebtedness provided by a new lender or group of lenders and such refinancing indebtedness does not have such financial maintenance covenant, then such financial maintenance covenant shall be automatically removed from the 1L/2L Exit Credit Facilities Clauses (3), (4) (provided that, with respect to clause (4), mandatory or scheduled prepayments as a result of a customary change of control or asset sale repurchase offer

			provision may be made on a ratable basis to any debt that is secured on a pari passu basis with the 2L Exit Credit Facility) and (5) above are collectively referred to as the "**Required Debt Terms**")
9.02(b)(x)	**ABL Facility**	Lesser of $100 million / 85% of Loan Parties' eligible A/R, subject to an acceptable ICA Borrowing base limited to A/R and related assets	**1L Exit Credit Facility**: $0 **2L Exit Credit Facility**: Permitted to the extent such debt constitutes "Senior Lien Indebtedness" as defined in the 2L Exit Credit Facility term sheet (subject to the dollar cap therein)
9.02(b)(xi)	**General Basket**	Greater of $75 million / 2.5% CNTA No limitations on terms (including interest rate), except must mature 91 days outside of the 1L (and no mandatory or scheduled prepays prior to such time)	**1L/2L Exit Credit Facilities**: $15 million
9.02(d)	**Reclassification**	Permitted, subject to limitations on reclassifying certain types of debt	**1L/2L Exit Credit Facilities**: Remove
2. Liens			
N/A	**General Basket**	N/A	**1L/2L Exit Credit Facilities**: $15 million; provided that, in the case of liens securing debt for borrowed money or debt evidenced by bonds, notes or indentures, such liens shall be on the Collateral and shall rank pari passu with or junior to the liens on the Collateral securing the 2L Exit Credit Facility
3. Investments			
"*Permitted Investments*", (c)	**Permitted Acquisitions**	Unlimited permitted acquisitions subject only to the acquired entity becoming a loan party or the assets being purchased by a loan party	**1L/2L Exit Credit Facilities**: Unlimited Permitted Acquisitions (as defined in the Prepetition 1L Credit Agreement) subject to (i) pro forma minimum liquidity of $25 million and (ii) the acquired entity becoming a Loan Party or the assets being purchased by a Loan Party.
"*Permitted Investments*", (e)	**Permitted Business Investments**	Unlimited investments with unencumbered "investment entity vessels" and equity interests of the Parent Borrower	**1L/2L Exit Credit Facilities**: Remove
"*Permitted Investments*", (h)	**Non-Loan Party Investments**	$250 million	**1L/2L Exit Credit Facilities**: $10 million
N/A	**General Basket**	N/A	**1L/2L Exit Credit Facilities**: $25 million subject to $40 million of "Free Cash Flow" "Free Cash Flow" means for any calendar year, or trailing twelve month period, Consolidated EBITDA of such period minus

			drydocking capital expenditures and cash interest expense for such period
4. Restricted Payments (including dividends, redemptions of junior lien / subordinated debt and other debt described in the term sheets and investments)			
9.01(a)	**Available Amount / Cumulative Credit**	50% of Consolidated Net Income since January 1, 2004 Subject to (i) no default/EoD, (ii) 2.00:1.00 FCCR and (iii) various other restrictions depending on the use thereof	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(ii)	**Redemption of Junior Debt with Equity Proceeds**	Uncapped	**1L/2L Exit Credit Facilities**: Uncapped
9.01(b)(v)	**Employee/Director Equity Repurchases**	$500k per fiscal year, with unlimited carryforwards Subject to no default/EoD	**1L/2L Exit Credit Facilities**: $50k per fiscal year, no carryforwards Subject to no default/EoD
9.01(b)(vi)	**Stock Options / RSU**	Acquisition of Equity Interests by the Parent Borrower in connection with the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations.	**1L/2L Exit Credit Facilities**: Acquisition of Equity Interests by the Parent Borrower (i) in connection with the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations and (ii) in connection with net share settling by way of restricted stock unit awards (or equivalent).
9.01(b)(ix)	**Cash Payments w/r/t Conversion of Convertible Debt**	Sum of principal amount of convertible debt plus payments received by the Parent Borrower / restricted subs under permitted bond hedge transactions Subject to $65 million minimum liquidity	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(xi)	**Redemption of Junior Debt**	Unlimited subject to $65 million minimum liquidity Redemption cannot be made with vessel collateral	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(xii)	**Dividends on Preferred Stock**	Up to $25 million per annum Such dividend cannot exceed a percentage reasonably acceptable to the initial lenders Proceeds of preferred must be used to finance permitted acquisitions / other investments Subject to $65 million minimum liquidity	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(xiii)	**General Basket**	Lesser of $25 million and amount available under clause (h) of permitted investments Subject to $65 million minimum liquidity and restricted payments cannot be made with vessel collateral	**1L/2L Exit Credit Facilities**: 1. Investments: $5 million 2. Dividends/stock repurchases: $1 million 3. Junior Debt prepayments: $1 million

5. Asset Sales			
9.08	**Unlimited Basket**	75% cash consideration, measured on an aggregate basis since the closing date and receipt of at least the "Specified Value" of property sold	**1L/2L Exit Credit Facilities**: Replace unlimited basket with two separate baskets: 1. a $20 million per year basket (with no carryforwards), subject to 85% cash consideration (measured per transaction) and receipt of FMV, with 100% of such net cash proceeds being subject to the reinvestment right described in the applicable term sheet 2. an unlimited basket pursuant to which stacked vessels or vessels not useful in the business of the Parent Borrower (as determined in good faith by the management of the Parent Borrower in consultation with the board of directors) may be sold, subject to 85% cash consideration (measured per transaction) and receipt of FMV, with 50% of the net cash proceeds from such sale being subject to the reinvestment right (and the other 50% required to be swept immediately as required in the applicable term sheet)
9.08	**Designated Non-Cash Consideration**	Includes up to $25 million of "Liquid Equity Securities" (includes equity traded on the NYSE, Nasdaq, OTC markets and the Oslo Stock Exchange)	**1L/2L Exit Credit Facilities**: Remove
N/A	**Sale-Leaseback Basket**	N/A	**1L/2L Exit Credit Facilities**: Up to $30 million for the life of the 1L/2L Exit Credit Facilities (and related indebtedness shall be permitted under the Indebtedness covenant), subject to 85% cash consideration (measured per transaction) and receipt of FMV, with 50% of the net cash proceeds permitted to be retained by the Loan Parties (and the other 50% required to be swept immediately as required in the applicable term sheet)
6. Transactions with Affiliates			

9.06	**Resolution from Majority of Disinterested Directors**	For transactions above $20 million	**1L/2L Exit Credit Facilities**: $2.5 million, unless such transaction has been (and is permitted to be) disclosed on a schedule to the applicable credit agreement
9.06	**Third-Party Fairness Opinion**	For transactions above $50 million	**1L/2L Exit Credit Facilities**: $10 million, unless such transaction has been (and is permitted to be) disclosed on a schedule to the applicable credit agreement
7. Composition of Vessel Collateral			
9.09	**Jones Act Covenant**	No transactions that would result in the Specified Value of all Vessel Collateral that is Jones Act qualified being less than 62% of the amount of the aggregate Vessel Book Value of all Vessel Collateral as of the June 15, 2017 effective date	**1L/2L Exit Credit Facilities**: Will include a covenant substantially similar to the covenant included in Section 9.09 of the Prepetition 1L Credit Agreement, with the minimum percentage of Jones Act eligible vessels and valuation methodology to be agreed

Exhibit D

Exit Second Lien Facility Term Sheet

Hornbeck Offshore Services, Inc.
Exit Second Lien Credit Facility
Summary of Terms and Conditions

Capitalized terms used but not defined in this Term Sheet shall have the meanings assigned to such terms in the Disclosure Statement to which this Term Sheet is attached.

BORROWERS:	Reorganized Hornbeck Offshore Services, Inc. (the "**Parent Borrower**") and reorganized Hornbeck Offshore Services, LLC (the "**Co-Borrower**" and, together with the Parent Borrower, the "**Borrowers**"; and the Borrowers, together with the Exit Second Lien Guarantors (as defined below), the "**Exit Second Lien Loan Parties**").
GUARANTORS:	Initially, each subsidiary of the Parent Borrower that is a guarantor under the DIP Credit Agreement (the "**DIP Credit Agreement Guarantors**") and, after the Closing Date (as defined below), each other subsidiary of the Parent Borrower the guarantee by which is necessary to result in, after giving effect to such additional guarantees, (x) subsidiaries that are organized in the United States and which do not guarantee the Exit Second Lien Loans (as defined below) (other than the Co-Borrower) having assets of less than $5,000,000 in the aggregate and (y) subsidiaries that are organized outside of the United States and which do not guarantee the Exit Second Lien Loans (other than Excluded Subsidiaries (as defined below)) having assets of less than $20,000,000 in the aggregate; provided that no person may guarantee the obligations under the Exit First Lien Credit Facility (as defined below) unless such person guarantees the Exit Second Lien Loans. Each such person that guarantees the Exit Second Lien Loans is referred to herein as an "**Exit Second Lien Guarantor**". As used above, "**Excluded Subsidiary**" means any subsidiary of the Parent Borrower (other than a DIP Credit Agreement Guarantor) (a) that is not organized in Brazil, Mexico or the United States and with respect to which the guarantee by such subsidiary of the Exit Second Lien Loans would result in material adverse tax consequences to the Parent Borrower as reasonably determined by the Parent Borrower in consultation with the Required Exit Second Lien Lenders (as defined below), (b) that is prohibited from guaranteeing the Exit Second Lien Loans by applicable law or contractual obligations existing on the Closing Date to the extent such contractual obligations were not entered into in contemplation of the Closing Date (or, in the case of any subsidiary acquired after the Closing Date, in existence at the time of such acquisition but not entered into in contemplation thereof) or (c) with respect to which the guarantee by such subsidiary of the Exit Second Lien Loans would require governmental (including regulatory) consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained).
ADMINISTRATIVE AGENT:	[Wilmington Trust, National Association], or another party appointed by the Required Exit Second Lien Lenders and reasonably acceptable

to the Parent Borrower (the "**Exit Second Lien Administrative Agent**").

COLLATERAL AGENT: [Wilmington Trust, National Association], or another party appointed by the Required Exit Second Lien Lenders and reasonably acceptable to the Parent Borrower (the "**Exit Second Lien Collateral Agent**" and, together with the Exit Second Lien Administrative Agent, the "**Exit Second Lien Agents**").

EXIT SECOND LIEN LENDERS: Initially, the lenders under the prepetition First Lien Credit Agreement, as described in greater detail in the Plan and, after the Closing Date, such other banks, financial institutions and other entities that become a lender under the Exit Second Lien Credit Agreement (as defined below) in accordance with the "Assignments and Participations" section below (the "**Exit Second Lien Lenders**").

EXIT SECOND LIEN CREDIT FACILITY: A second-lien senior secured term loan credit facility as described in this Term Sheet (the "**Exit Second Lien Credit Facility**" and the term loans thereunder, the "**Exit Second Lien Loans**") in an aggregate principal amount determined in accordance with the Plan. Any Exit Second Lien Loans repaid or prepaid may not be reborrowed. The Exit Second Lien Loans shall be issued to the Exit Second Lien Lenders as a result of the conversion of the loans under the prepetition First Lien Credit Agreement on the Closing Date, in accordance with and subject to the terms and conditions set forth in the Plan.

EXIT FIRST LIEN CREDIT FACILITY: Substantially concurrently with the entry into the Exit Second Lien Credit Facility, the Borrowers and the Exit Second Lien Guarantors will enter into a first-lien secured term loan credit facility (the "**Exit First Lien Credit Facility**"), the terms of which are described in greater detail in Exhibit C to the Disclosure Statement.

INCREMENTAL EXIT SECOND LIEN LOANS: None.

MATURITY DATE: March 31, 2026 ("**Maturity Date**").

INTEREST RATE: The Exit Second Lien Loans will bear interest at a rate per annum as described in the table below:

Time Period	**Cash Interest Only**	**Cash Interest / PIK Interest**
Closing Date until the second anniversary of the Closing Date	9.25%	1.00% cash interest plus 9.50% PIK interest
Second anniversary of the Closing Date until the third anniversary of the Closing Date	10.25%	2.50% cash interest plus 9.00% PIK interest

Third anniversary of the Closing Date and thereafter	If the Total Leverage Ratio (as defined below) is greater than or equal to 3.00:1.00, 10.25%	Option not available
	If the Total Leverage Ratio is less than 3.00:1.00, 8.25%	Option not available

The Parent Borrower shall be permitted to elect whether to pay interest solely in cash or whether to pay interest in a combination of cash interest and "PIK" interest (*i.e.*, by adding accrued and payable interest to the outstanding principal balance of the Exit Second Lien Loans), as described above (and which such election, for the avoidance of doubt, shall apply to the full outstanding principal balance of the Exit Second Lien Loans), subject to notice periods and other mechanical provisions to be agreed upon; provided that (i) from and after the third anniversary of the Closing Date, interest shall be payable solely in cash and (ii) during any interest period in which the Parent Borrower has elected to have a portion of the interest payable in "PIK" interest, the Parent Borrower shall not make any voluntary payments of or otherwise voluntarily redeem debt for borrowed money or debt evidenced by bonds, notes or indentures (in each case, other than Senior Lien Indebtedness). Any change to the interest rate resulting from a change to the Total Leverage Ratio shall become effective as of the first business day immediately following the date the applicable compliance certificate is delivered with the applicable financial statements; provided, that (i) the higher interest rate shall automatically apply if the Borrowers fail to deliver the compliance certificate as required under the Exit Second Lien Credit Agreement and (ii) at the election of the Required Exit Second Lien Lenders, the higher interest rate shall apply if an event of default under the Exit Second Lien Credit Facility has occurred and is continuing.

As used above, "**Total Leverage Ratio**" means the ratio of (i) Debt of the Parent Borrower and its subsidiaries to (ii) Consolidated EBITDA for the most recently completed four fiscal quarter period for which financial statements have been delivered (with "Debt" and "Consolidated EBITDA" each as defined in accordance with the Exit Second Lien Documentation Principles (as defined below)).

AGENCY FEES: The Exit Second Lien Administrative Agent will receive such fees as will have been agreed in a fee letter between it and the Parent Borrower.

UPFRONT FEES: None.

SPECIFIED 2L EXIT FEE: A fee in an amount equal to $5,116,950.00, which was earned by Highbridge Capital Management, LLC (and its applicable affiliates or related or managed funds) and Whitebox Advisors LLC (and its applicable affiliates or related or managed funds) (such entities, the "**Specified 2L Exit Lenders**"; such fee, the "**Specified 2L Exit Fee**"; and the ratio of the initial amount of the Specified 2L Exit Fee to the principal amount of Exit Second Lien Loans as of the Closing Date, the "**Specified 2L Exit Fee Ratio**") upon the acceleration of the loans under the prepetition First Lien Credit Agreement. The Specified 2L Exit Fee shall be payable (in the same proportion as between the Specified 2L Exit Lenders as the Redemption Fee (as defined below) is payable as between the Specified 2L Exit Lenders) as follows:

- on any date on which there is a prepayment, repayment, repricing, acceleration or effective refinancing which, in the aggregate, have resulted in at least 50% of the principal amount of Exit Second Lien Loans outstanding as of the Closing Date being prepaid, repaid, repriced, accelerated or effectively refinanced, an amount equal to the Specified 2L Exit Fee Ratio multiplied by the aggregate amount of Exit Second Lien Loans so prepaid, repaid, repriced, accelerated or effectively refinanced (without duplication of any Specified 2L Exit Fee previously paid) shall be payable to the Specified 2L Exit Lenders; and
- any amount of the Specified 2L Exit Fee that has not previously been paid shall be payable to the Specified 2L Exit Lenders on the earlier of (i) the date on which all outstanding Exit Second Lien Loans are prepaid, repaid, repriced, accelerated or effectively refinanced and (ii) the Maturity Date.

As used above, "**Redemption Fee**" has the meaning assigned to such term in that certain First Lien Facility Lender Fee Letter, dated as of June 15, 2017, among the Parent Borrower and the Specified 2L Exit Lenders.

AMORTIZATION: None.

OPTIONAL PREPAYMENTS: Exit Second Lien Loans may be prepaid at any time, in whole or in part, and without premium or penalty, at the option of the Parent Borrower, upon notice and in minimum principal amounts and in multiples to be agreed upon.

CALL PROTECTION: None.

MANDATORY PREPAYMENTS:

The Exit Second Lien Loans shall be prepaid, in each case, dollar-for-dollar, by the following amounts (in each case subject to exceptions to be set forth in the Exit Second Lien Credit Agreement):

(A) 100% of the net cash proceeds of all Asset Sales (to be defined in a manner substantially consistent with the corresponding definition set forth in the DIP Credit Agreement) by the Exit Second Lien Loan Parties and their subsidiaries in excess of $5,000,000, subject to certain other exceptions to be set forth in the Exit Second Lien Credit Agreement, including the right to reinvest such net cash proceeds in assets useful in the business of the Exit Second Lien Loan Parties and certain other permitted investments to be agreed within 365 days of receipt of such net cash proceeds, subject to limitations on the reinvestment right as set forth on Annex I hereto; and

(B) 100% of the net cash proceeds received from any incurrence of debt after the Closing Date not permitted by the Exit Second Lien Credit Agreement.

provided, that no mandatory prepayments of the Exit Second Lien Credit Facility shall be required for so long as the Exit First Lien Credit Facility is outstanding, other than to the extent of mandatory prepayments declined by the lenders under the Exit First Lien Credit Facility.

Prepayments from such net cash proceeds will be subject to customary limitations to the extent such prepayments (including the repatriation of cash in connection therewith) would (a) be prohibited or delayed by applicable law (provided that the Borrowers and the Exit Second Lien Guarantors shall use reasonable best efforts to take all actions available under local law to permit such repatriation) or (b) result in material adverse tax consequences (provided that the Borrowers and the Exit Second Lien Guarantors shall use reasonable best efforts to take all actions to eliminate such material adverse tax consequences to permit such repatriation).

The above-described mandatory prepayments shall be applied on a ratable basis among the Exit Second Lien Lenders. Each Exit Second Lien Lender shall have the right to reject its pro rata share of any mandatory prepayments described above (other than clause (B) above) and, to the extent rejected by the Exit Second Lien Lenders, may be retained by the Parent Borrower and used for any purpose not prohibited by the Exit Second Lien Credit Agreement.

DOCUMENTATION:

The Exit Second Lien Credit Facility will be documented in a credit agreement (the "**Exit Second Lien Credit Agreement**") and other loan documents entered into in connection therewith (collectively, the "**Exit Second Lien Loan Documents**"), each in form and substance as set forth below.

The Exit Second Lien Credit Agreement shall (i) reflect the terms and provisions set forth in this Term Sheet and (ii) be based on the prepetition First Lien Credit Agreement; provided that, the terms of the prepetition First Lien Credit Agreement shall be modified:

- to provide that the liens covenant and the asset sale covenant apply to all property and assets of the Exit Second Lien Loan Parties and their subsidiaries; provided, further, that the Exit Second Lien Credit Agreement shall include the additional "Permitted Liens" categories included in the DIP Credit Agreement, other than any such categories that are primarily applicable to debtor-in-possession financings, except that the general liens basket shall be set forth on Annex I hereto, and shall include additional categories to be mutually agreed (if any) that are customary and appropriate for the expanded scope of the liens basket;

- to conform the maritime-related provisions to the corresponding provisions included in the DIP Credit Agreement, other than any such provisions that are primarily applicable to debtor-in-possession financings; provided that, the representation in the final sentence of Section 7.16(a) of the DIP Credit Agreement shall be an affirmative covenant in the Exit Second Lien Credit Agreement;

- to account for the "all assets" lien described in the "Security" section below, including, without limitation, by (i) removing the "Collateral Substitution Transaction" construct and (ii) requiring the delivery of security documents and related deliverables based on the corresponding security documents and deliverables executed and/or delivered in connection with the DIP Credit Agreement;

- to modify the definition of "Specified Value" (along with component definitions and related provisions) (i) in a manner to be mutually agreed with respect to the value of any vessel for purposes of permitted asset sales, investments and other permitted transactions under the Exit Second Lien Credit Facility and (ii) with respect to the value of any property (other than vessels and cash), to provide that the fair market value of such property shall be determined (x) in the case of property below $2,500,000, in good faith by the management of the Parent Borrower, (y) in the case of property equal to or above $2,500,000 but below $10,000,000, in good faith by the board of directors of the Parent Borrower or (z) in the case of property equal to or in excess of $10,000,000, by a reputable investment bank, accounting firm or appraisal firm which is reasonably satisfactory to the Required Exit Second Lien Lenders (it being agreed that, with respect to

valuations of vessels, the following investment banks, accounting firms or appraisal firms, as applicable, shall be deemed to be acceptable to the Required Exit Second Lien Lenders: (i) Dufour Laskay & Strouse, Inc., (ii) Fearnley Offshore, (iii) Clarksons Platou, (iv) Pareto, (v) VesselsValue, (vi) Seabrokers Group and (vii) Arctic Offshore (each, a "**Specified Qualified Appraiser**"));

- to permit "Foreign Vessel Reflagging Transactions" only to the extent such transactions are consented to by the Required Exit Second Lien Lenders or are set forth on a schedule to the Exit Second Lien Credit Agreement and agreed to by the Required Exit Second Lien Lenders in their discretion (which schedule shall include the reflagging transaction with respect to the HOS Black Watch to the same extent that such reflagging transaction is permitted under the DIP Credit Agreement);
- to remove the unrestricted subsidiary construct;
- to modify the exclusion to "Consolidated Net Income" with respect to extraordinary, non-recurring, unusual or infrequent items so that such exclusion (i) does not apply to lost revenues attributable to the impact of COVID-19 (i.e., no addback or similar adjustment for the foregoing shall be made) but (ii) does apply to actual costs and expenses attributable to the impact of COVID-19 in an amount not to exceed an amount to be agreed for any four fiscal quarter period;
- to remove the addback in clause (h) of the definition of "Consolidated EBITDA", which provides for addbacks "of a type" referred to in certain Form 10-K's and 10-Q's of the Parent Borrower;
- to reflect changes in law or accounting standards since the date of the prepetition First Lien Credit Agreement (except that any lease, whether entered into before or after the Closing 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);
- to include mutually-agreed LIBOR successor provisions; and
- to make such other modifications as agreed by the Parent Borrower and the Required Exit Second Lien Lenders.

The security documents (including, for the avoidance of doubt, personal property security agreements, vessel mortgages, marine insurance assignments, real property mortgages, intellectual property security agreements and account control agreements) entered into in connection with the Exit Second Lien Credit Facility (collectively, the

"**Exit Second Lien Security Documents**") shall be based on the corresponding security documents entered into in connection with the DIP Credit Agreement, including any local law security documents governed by Brazilian, Mexican or Vanuatu law; provided, that:

- the "Excluded Accounts" and "Excluded Assets" definitions shall be based on the corresponding definitions set forth in the New York law security agreement entered into in connection with the DIP Credit Agreement, except that "Excluded Assets" shall include (i) all fee owned or leased real property with a fair market value less than $1,750,000 (provided that the fee owned property at West Club Deluxe Road, Hammond, Tangipahoa Parish, Louisiana shall not constitute an "Excluded Asset" so long as such property is owned by an Exit Second Lien Loan Party) and (ii) all vessels acquired after the Closing Date with a fair market value less than $2,500,000;

- (x) the Borrowers and Exit Second Lien Guarantors shall be required to use reasonable best efforts to obtain leasehold mortgages with respect to HOS Port subject to receipt of a subordination, nondisturbance and attornment agreement consistent with the DIP Credit Agreement (which will include any requisite consents from the landlord under the HOS Port leases) and (y) the provision of any other leasehold mortgage shall be subject to a reasonable best efforts standard;

- no perfection actions shall be required (beyond the filing of a financing statement under the Uniform Commercial Code or similar filings under local law with respect to Exit Second Lien Guarantors that are organized outside of the United States) with respect to (x) commercial tort claims not exceeding an amount to be agreed, (y) motor vehicles and other assets subject to certificates of title (other than any vessels) or (z) letter of credit rights;

- Exit Second Lien the Security Documents shall not include any provisions that are primarily applicable to debtor-in-possession financings, and

- to the extent that there are any additional Exit Second Lien Security Documents that do not have a corresponding security document entered into in connection with the DIP Credit Agreement, such Exit Second Lien Security Documents shall be negotiated in good faith between the Parent Borrower and the Required Exit Second Lien Lenders and shall be consistent with the "Security" section below (including, without limitation, any additional Security Documents relating to (i) the vessel known as HOS Brass Ring, (ii) any deposit account, securities account or commodities account held in the name of a

Mexican subsidiary and (iii) the shares and/or interests in HON Navegação II, Ltda.).

For the avoidance of doubt, Exit Second Lien Guarantors organized outside of the United States shall also be required to enter into Exit Second Lien Security Documents governed by, and perform perfection actions required under, the law in which such Exit Second Lien Guarantors are organized.

The guarantees provided by the Exit Second Lien Guarantors shall be evidenced by one or more guarantee agreements (the "**Exit Second Lien Guarantee Agreements**") substantially consistent with the corresponding guarantee agreements entered into in connection with the DIP Credit Agreement, including any local law guarantees governed by Brazilian or Mexican law (except that such guarantee agreements entered into in connection with the Exit Second Lien Credit Facility shall not include any provisions that are primarily applicable to debtor-in-possession financings).

To the extent that terms of the Exit Second Lien Loan Documents are not expressly set forth herein, such terms shall be negotiated in good faith between the Parent Borrower and the Required Exit Second Lien Lenders and shall be usual and customary for facilities of this type.

Counsel to the Required Exit Second Lien Lenders shall prepare initial drafts of the Exit Second Lien Loan Documents.

This section is referred to herein as the "**Exit Second Lien Documentation Principles**".

SECURITY:

There will be granted to the Exit Second Lien Collateral Agent, for the benefit of the Exit Second Lien Lenders, valid and perfected second-priority liens on, and security interests in, substantially all existing and after-acquired property (tangible and intangible) of the Exit Second Lien Loan Parties, including, without limitation, all vessels, accounts receivable, inventory, equipment, intellectual property and related rights, deposit accounts, cash and cash equivalents, investment property, fixtures, all owned or leased material real property interests and all proceeds and products thereof and a pledge of the capital stock of all subsidiaries of the Parent Borrower and all proceeds and products thereof, subject to exclusions consistent with the Exit Second Lien Documentation Principles (collectively, the "**Collateral**"). For the avoidance of doubt, control agreements shall be required for all deposit accounts, securities accounts and commodities accounts, other than such accounts that constitute "Excluded Accounts" (as defined in the New York law security agreement entered into in connection with the DIP Credit Agreement, except that the aggregate de minimis threshold therein shall be changed from $500,000 to $1,000,000). Control agreements and certain mortgages may be delivered within a time period to be agreed following the Closing Date, as described in greater detail in "Conditions to Effectiveness" below.

INTERCREDITOR ARRANGEMENTS:

The liens on the Collateral securing the Exit Second Lien Credit Facility and any permitted refinancing thereof will be junior in priority to the liens on the Collateral securing the Exit First Lien Credit Facility and any permitted refinancings thereof. The priority of the security interests and related creditor rights between the Exit First Lien Credit Facility and the Exit Second Lien Credit Facility will be set forth in a customary intercreditor agreement (the "**Intercreditor Agreement**"), which shall be reasonably acceptable to the Required Exit Second Lien Lenders and the "Required Lenders" under and as defined in the Exit First Lien Credit Facility; provided that, the Intercreditor Agreement shall:

- include a customary 120-day "standstill" period;
- provide the lenders under the Exit Second Lien Credit Facility with a customary "purchase right" and customary credit bidding rights (each of which shall require any outstanding obligations under the Exit First Lien Credit Facility to be repaid in full in cash);
- provide that the lenders under the Exit Second Lien Credit Facility shall not object to a "debtor-in-possession" financing up to an amount to be agreed; and
- include a customary "first lien debt cap" equal to $75 million (plus all interest, fees, expenses, indemnities and other amounts payable in respect of the Exit First Lien Credit Facility and any other permitted "first lien debt"); provided that any loans under a Split Lien Credit Facility (as defined below) shall count against such cap.

REPRESENTATIONS AND WARRANTIES:

Usual and customary for transactions of this type limited to: organization; powers; authority; enforceability; approvals; no conflicts; financial statements; no material adverse change; litigation; environmental matters; compliance with laws and agreements; no defaults; investment company act; anti-terrorism laws and sanctions; taxes; ERISA; disclosure; no material misstatements; insurance; subsidiaries; location of business and offices; properties and titles (including with respect to the HOS Port); hedging obligations; use of proceeds; solvency; anti-corruption laws; and EEA financial institutions, subject, in the case of each of the foregoing representations and warranties, to qualifications and limitations for materiality consistent with the Exit Second Lien Documentation Principles.

CONDITIONS TO EFFECTIVENESS:

The date on which the following conditions are satisfied or waived in accordance with the Exit Second Lien Credit Agreement, the "**Closing Date**":

- The Exit Second Lien Administrative Agent and the Exit Second Lien Lenders, as applicable, shall have received all closing and agency fees and other fees and amounts (including legal expenses) due and payable on or prior to

the Closing Date (with respect to legal expenses, to the extent invoiced at least two business days prior to the Closing Date);

- The Exit Second Lien Collateral Agent shall be satisfied that the Security Documents provide a second-priority, perfected lien on substantially all of the Borrowers' and Exit Second Lien Guarantors' property, subject to the "Security" section above and post-closing periods to be mutually agreed (it being agreed and understood that if any security interest in the Collateral cannot be perfected on the Closing Date after the Exit Second Lien Loan Parties' use of reasonable best efforts, such security interests may be perfected after the Closing Date within a time period to be mutually agreed, except that the Parent Borrower shall be required on the Closing Date to file UCC-1 financing statements in all relevant jurisdictions, to deliver to the Exit Second Lien Collateral Agent any certificated equity interests that are required to be pledged pursuant to the "Security" section above and to enter into arrangements satisfactory to the Required Exit Second Lien Lenders to have (i) the fleet mortgage with respect to the U.S.-flag vessels duly filed for recordation with the U.S. Coast Guard's National Vessel Documentation Center and (ii) the fleet mortgage with respect to the Vanuatu-flag vessels duly filed for recordation with the Office of the Deputy Commissioner of Maritime Affairs of the Republic of Vanuatu at the Port of New York, New York);
- Customary legal opinions from the counsel of the Borrowers and the Exit Second Lien Guarantors shall have been delivered to the Exit Second Lien Administrative Agent and the Exit Second Lien Lenders;
- Certificates of insurance and P&I club entries evidencing compliance with coverage covenant shall have been delivered to the Exit Second Lien Administrative Agent and the Exit Second Lien Lenders;
- The Bankruptcy Court shall have entered a Final Order (as defined in the Plan) confirming the Plan and approving the Exit Second Lien Credit Agreement, which Final Order shall be satisfactory to the Required Exit Second Lien Lenders, all conditions precedent to the effectiveness of the Plan shall have been satisfied or waived in accordance with the terms thereof and the Effective Date (as defined in the Plan) shall have occurred;
- The DIP Credit Agreement shall have been repaid in full (or shall have been provided such other treatment as contemplated by Article II.A of the Plan upon the consummation thereof) and terminated and the

commitments, security interests and guarantees thereunder terminated;

- The Exit Second Lien Administrative Agent and the Exit Second Lien Lenders shall have received all requested KYC information;
- All of the representations and warranties in the Exit Second Lien Credit Agreement shall be true and correct in all material respects (or if qualified by a materiality or material adverse effect, in all respects) as of the Closing Date, or if such representation speaks as of an earlier date, as of such earlier date;
- No default or event of default under the Exit Second Lien Credit Facility shall have occurred and be continuing or would result from the extension of credit on the Closing Date;
- Delivery of a customary borrowing notice;
- Delivery of a solvency certificate with respect to the Reorganized Debtors (as defined in the Plan) and their subsidiaries, executed by the chief financial officer of the Parent Borrower or other officer of equivalent duties; and
- Delivery of usual and customary deliverables for financings of this type, including execution and delivery of satisfactory facilities documentation (including the Intercreditor Agreement), officer's and secretary's certificates, compliance certificates, certificates of good standings and organizational documents.

REPORTING REQUIREMENTS:

The Parent Borrower shall provide the Exit Second Lien Administrative Agent (for further delivery to the Exit Second Lien Lenders, except that the delivery of the appraisals shall be available to any Exit Second Lien Lender upon request by such Exit Second Lien Lender to the Exit Second Lien Administrative Agent):

- annual audited consolidated financial statements no later than 90 days after the end of each fiscal year, accompanied by an audit opinion;
- quarterly unaudited consolidated financial statements no later than 60 days after the end of the first three fiscal quarters of each fiscal year;
- concurrently with the delivery of quarterly and annual financial statements, customary management's discussion and analysis and customary compliance certificates;
- annual projections for each fiscal year; and
- on a quarterly basis, an exported appraisal report substantially in the form of an exhibit to the Exit Second Lien Credit Agreement (the "agreed form") of the

applicable vessels owned by any Exit Second Lien Loan Party, which appraisals shall be provided by VesselsValue; provided that, (x) if VesselsValue ceases to exist or (y) if access to an appraisal report on the agreed form becomes commercially unavailable, impractical to obtain or otherwise materially more costly to obtain, then the Parent Borrower shall (or, with respect to clause (y), may) provide a substitute report from another Specified Qualified Appraiser or another appraiser that is reasonably acceptable to the Required Exit Second Lien Lenders and which substitute report is substantially similar in form and substance to the agreed form.

The Parent Borrower shall arrange for conference calls once per fiscal quarter, and, following the occurrence and during continuance of any default, shall hold conference calls more frequently at the reasonable request of the Exit Second Lien Administrative Agent or Required Exit Second Lien Lenders.

The Exit Second Lien Credit Agreement shall include other reporting and notice requirements consistent with the Exit Second Lien Documentation Principles, and the notice requirements shall include notifications of certain material litigation.

AFFIRMATIVE COVENANTS: Usual and customary for transactions of this type limited to: taxes and other liens; existence; compliance; further assurances; performance of obligations; use of proceeds; insurance; accounts and records; right of inspection (including inspections of books and records); maintenance of properties; notice of certain events; information reasonably requested by the Exit Second Lien Administrative Agent or any Exit Second Lien Lender through the Exit Second Lien Administrative Agent; ERISA information and compliance; security; sanctions, anti-corruption laws and anti-terrorism laws; post-closing undertakings and collateral proceeds account, subject, in the case of each of the foregoing affirmative covenants, to exclusions and qualifications and limitations for materiality consistent with the Documentation Principles; provided that, upon the request of any Exit Second Lien Lender or the Exit Second Lien Administrative Agent on behalf of the Exit Second Lien Lenders, the Parent Borrower shall provide such persons with the definitive documentation of any material debt for borrowed money or debt evidenced by bonds, notes or indentures, 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).

NEGATIVE COVENANTS: Usual and customary for transactions of this type limited to subject, in the case of each of the following negative covenants, to exclusions and qualifications and limitations for materiality consistent with the Documentation Principles (subject to the proviso at the end of this paragraph):

- restricted payments (including (i) dividends and stock repurchases, (ii) investments and (iii) prepayments, repurchases or redemptions of Permitted Acquisition Indebtedness (as described on Annex I hereto), indebtedness under the Specified Credit Facility (provided that the payment of amortization under the Specified Credit shall constitute a restricted payment), payment subordinated indebtedness, unsecured indebtedness and indebtedness that is secured on a junior lien basis relative to the Exit Second Lien Credit Facility); provided that, (x) with respect to Permitted Acquisition Indebtedness only, prepayments, repurchases and redemptions shall be permitted with a portion to be agreed of the income attributable to the entities or assets acquired with the proceeds of such Permitted Acquisition Indebtedness and (y) with respect to indebtedness under the Specified Credit Facility only, prepayments, repurchases and redemptions shall be permitted with a portion to be agreed of the income attributable to, or any proceeds from any disposition of, the HOS Warhorse or HOS Wild Horse;

- debt and disqualified stock; provided that, the Exit Second Lien Credit Facility shall permit (1) any Exit Second Lien Loan Party to incur debt in an amount equal to 100% of any cash common equity contribution to the Parent Borrower following the Closing Date ("**Contribution Indebtedness**"); provided that (a) the cash interest rate applicable to any Contribution Indebtedness shall not exceed 9.25% per annum, (b) the principal amount of Contribution Indebtedness outstanding at any time shall not exceed $25,000,000, (c) such debt is incurred no later than one year after the date of such cash contribution, (d) such debt is designated as Contribution Indebtedness pursuant to a certificate of the Parent Borrower delivered to the Administrative Agent, and (e) such debt satisfies the Required Debt Terms (as defined on Annex I hereto) and (2) a senior priority credit facility in a principal amount not to exceed $65,000,000 (the "**Specified Credit Facility**") on the following terms and conditions (i) the use of proceeds of the Specified Credit Facility shall be limited to funding the construction of the HOS Warhorse and HOS Wild Horse and purposes reasonably related thereto, (ii) the Specified Credit Facility may only be secured by liens on the HOS Warhorse and HOS Wild Horse (and other assets related thereto) (subject to the preexisting liens of the shipyard (the "**Specified Lien**")), (iii) the entity that owns the HOS Warhorse and HOS Wild Horse cannot hold any other assets, other than assets related to such vessels to be agreed, (iv) except to the extent otherwise agreed to by the Required Exit Second Lien Lenders in their discretion, the Exit Second Lien Collateral Agent shall have a third-priority lien on the HOS Warhorse and HOS Wild Horse (subject to the Specified Lien and liens created pursuant to the Exit First Lien Credit

Facility); provided that if such lien on the HOS Warhorse and HOS Wild Horse is not permitted under the terms of the Specified Credit Facility after the Parent Borrower's use of reasonable best efforts to permit such lien, the Exit Second Lien Collateral Agent shall have a second-priority lien on the equity interests of the entity that owns the HOS Warhorse and HOS Wild Horse (and in such case such equity interests shall be subject to a negative pledge); provided, further, that if such lien on the equity interests of the entity that owns the HOS Warhorse and HOS Wild Horse is not permitted under the terms of the Specified Credit Facility after the Parent Borrower's use of reasonable best efforts to permit such lien, the Exit Second Lien Collateral Agent shall have a second-priority lien on the equity interests of the parent company of the entity that owns the HOS Warhorse and HOS Wild Horse (and in such case such equity interests and the equity interests of the entity that owns the HOS Warhorse and HOS Wild Horse shall be subject to a negative pledge; provided that the lenders under the Specified Credit Facility may have a first-priority lien on the equity interests of the entity that owns the HOS Warhorse and HOS Wild Horse) and (v) the entity that owns the HOS Warhorse and HOS Wild Horse shall be the borrower under the Specified Credit Facility, and the Specified Credit Facility shall not be guaranteed by any entity (other than, if requested by the financing source, a holding company existing for the sole purpose of holding the equity interests of the borrower under the Specified Credit Facility) and (3) indebtedness in an aggregate principal amount not to exceed $75 million that is secured by liens on all or a portion of the Collateral that are senior to the liens on such Collateral securing the Exit Second Lien Loans (which shall include (a) the Exit First Lien Credit Facility and (b) indebtedness in the form of asset-based credit facilities that is secured by liens on the Collateral on a "split-lien" basis securing the Exit Second Lien Loans (any such indebtedness secured on a "split lien" basis relative to the liens securing the Exit Second Lien Loans, a "**Split Lien Credit Facility**")); provided that, in the case of this clause (3), (i) the agent or trustee in respect of such indebtedness shall become a party to intercreditor arrangements satisfactory to the Required Exit Second Lien Lenders (and, in the case of such indebtedness that is not secured on a "split lien" basis relative to the liens securing the Exit Second Lien Loans, the Intercreditor Agreement shall be deemed to be acceptable to the Required Exit Second Lien Lenders) and (ii) such indebtedness may not be incurred or guaranteed by any person that is not an Exit Second Lien Loan Party (the indebtedness described in this clause (3), "**Senior Lien Indebtedness**");

- liens; provided that, the Exit Second Lien Credit Facility shall permit Contribution Indebtedness to be secured by the

Collateral on a pari passu or junior lien basis to the Exit Second Lien Loans so long as the agent or trustee in respect of such Contribution Indebtedness becomes a party to intercreditor arrangements satisfactory to the Required Exit Second Lien Lenders (it being agreed that if the Contribution Indebtedness is secured by the Collateral on a pari passu basis to the Exit Second Lien Loans, the Exit Second Lien Collateral Agent shall be the "controlling agent" under any pari passu intercreditor agreement);

- merger or consolidation (to be substantially consistent with the corresponding covenant included in the DIP Credit Agreement);
- transactions with affiliates (modified to (i) remove clause (J) of Section 9.06 of the prepetition First Lien Credit Agreement and (ii) modify clause (L) of Section 9.06 of the prepetition First Lien Credit Agreement to permit certain scheduled transactions which are substantially consistent with the corresponding scheduled transactions under the DIP Credit Agreement);
- burdensome restrictions;
- asset sales; and
- composition of vessel collateral

provided, that (i) the baskets, exceptions and thresholds, as applicable, to such negative covenants (including those set forth in related definitions) included in the prepetition First Lien Credit Agreement shall be modified as set forth on Annex I hereto and (ii) such negative covenants shall include other exceptions to the extent agreed by the Required Exit Second Lien Lenders and the Parent Borrower.

FINANCIAL COVENANTS: Limited to the following:

- Minimum Available Liquidity to be not less than $25 million as of the last day of any fiscal quarter. As used herein, "**Minimum Available Liquidity**" means the amount of cash and cash equivalents (as the latter is defined in the prepetition First Lien Credit Agreement) of the Borrowers and the Exit Second Lien Guarantors.

EVENTS OF DEFAULT: Usual and customary for facilities of this type (with materiality thresholds, exceptions and grace periods to be consistent with the Exit Second Lien Documentation Principles), limited to the following: failure to make payments when due; noncompliance with covenants subject to 30-day cure periods for certain affirmative covenants consistent with the prepetition First Lien Credit Agreement; inaccuracy of representations and warranties; defaults under material indebtedness beyond any applicable grace period; insolvency and bankruptcy events; judgments in excess of $25 million (to the extent not covered by third-party insurance); invalidity of Exit Second Lien

Loan Documents and impairment of security interests in material collateral; the occurrence of certain ERISA events; and the occurrence of a change in control.

INDEMNIFICATION: Usual and customary for facilities of this type.

COST AND YIELD PROTECTION: Usual and customary for facilities of this type.

ASSIGNMENTS AND PARTICIPATIONS: Usual and customary for facilities of this type; provided that (i) the consent of the Borrowers (not to be unreasonably withheld or delayed) shall be required for assignments of Exit Second Lien Loans (which consent shall be deemed to be provided if the Borrowers do not respond to a consent for assignment within 10 business days after written receipt of request thereof), except for assignments (x) during the continuation of an event of default or (y) to another Exit Second Lien Lender, to an affiliate or an approved fund of an Exit Second Lien Lender or to an "Approved Lender" (as defined in the DIP Credit Agreement) with respect to such Exit Second Lien Lender and (ii) no consent of the Parent Borrower shall be required for any participations.

Notwithstanding the foregoing, no assignments or participations may be made to "Disqualified Lenders", as defined below.

As used herein, "**Disqualified Lender**" means (a) those persons identified by the Borrowers on a written list delivered to the Exit Second Lien Administrative Agent and the Exit Second Lien Lenders on [-], 2020 (to the extent agreed to by the Exit Second Lien Lenders on such date) (or, if not so delivered, shall be deemed to be identical to the corresponding agreed written list under the DIP Credit Agreement), (b) Company Competitors (as defined below) identified by the Borrowers on a written list delivered to the Exit Second Lien Administrative Agent and the Exit Second Lien Lenders on [-], 2020 (to the extent agreed to by the Exit Second Lien Lenders on such date) (or, if not so delivered, shall be deemed to be identical to the list of Company Competitors under the DIP Credit Agreement), which list of Company Competitors may be supplemented from time to time after the Closing Date by the Borrowers delivering a written supplement thereto to the Exit Second Lien Administrative Agent (subject to the consent right of the Required Exit Second Lien 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 or is identified in writing to the Exit Second Lien Administrative Agent by the Borrowers. Any supplement to the list of Company Competitors shall be made by the Borrowers to the Exit Second Lien 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 Exit Second Lien Administrative Agent and (ii) the Exit Second Lien Administrative Agent has received a written consent to such supplement by the Required Exit Second Lien Lenders

(such consent not to be unreasonably withheld or delayed); provided, that such supplement shall not apply retroactively to disqualify any person with respect to any Exit Second Lien Loans held by it immediately prior to the delivery of such supplement. The list of Disqualified Lenders shall be made available to any Exit Second Lien Lender upon request to the Exit Second Lien Administrative Agent and shall be subject to the confidentiality obligations included in the Exit Second Lien Credit Agreement.

As used herein, "**Company Competitor**" will have the definition assigned to the term "Competitor" (or the equivalent term) in the New Securityholders Agreement referred to in the Plan (or shall have such other definition as is mutually agreed by the Required Exit Second Lien Lenders and the Parent Borrower).

VOTING: Usual and customary for facilities of this type. Subject to customary exceptions for certain provisions that require the consent of each affected Exit Second Lien Lender or all Exit Second Lien Lenders and customary protections for the Exit Second Lien Administrative Agent, amendments and waivers of the Exit Second Lien Credit Facility will require the approval of Exit Second Lien Lenders holding more than 50% of the outstanding Exit Second Lien Loans (the "**Required Exit Second Lien Lenders**"); provided that, at any time there are two or more Exit Second Lien Lenders (who are not affiliated with one another), "Required Exit Second Lien Lenders" must include at least two Exit Second Lien Lenders (who are not affiliated with one another).

GOVERNING LAW AND FORUM: New York, except for any Exit Second Lien Security Document or Exit Second Lien Guarantee Agreement entered into by an Exit Second Lien Guarantor organized outside of the United States or in respect of real property, which may be governed by local law.

EXPENSES: The Parent Borrower shall pay all reasonable and documented out-of-pocket expenses incurred by the Exit Second Lien Administrative Agent and the Exit Second Lien Lenders (including reasonable and documented fees and expenses of counsel (which shall be limited to the reasonable and documented fees and expenses of one primary counsel for the Exit Second Lien Administrative Agent, one primary counsel for the Exit Second Lien Lenders, one primary maritime counsel for the Exit Second Lien Lenders and, if necessary, one local counsel in each relevant jurisdiction, including, without limitation, Brazil and Mexico) and reasonable and documented filing fees, documentation fees and other third party fees) in connection with the Exit Second Lien Loan Documents.

COUNSEL TO EXIT SECOND LIEN AGENTS: [Thompson Hine LLP.]

COUNSEL TO EXIT SECOND LIEN REQUIRED LENDERS:	Davis Polk & Wardwell LLP.

Annex I

Attached.

Annex I to Exit Credit Facilities

SECTION/ DEFINITION	BASKET	HORNBECK PREPETITION 1L CREDIT AGREEMENT	1L/2L EXIT CREDIT FACILITIES
1. Indebtedness			
"Permitted Acquisition Indebtedness"	**Acquisition Debt**	Subject to 2.00:1.00 FCCR or FCCR no worse than prior May be secured only by the assets acquired with such debt.	**1L/2L Exit Credit Facilities**:[1] Modify "Permitted Acquisition Indebtedness," which can either be incurred Permitted Acquisition Indebtedness or assumed Permitted Acquisition Indebtedness <u>Incurred Permitted Acquisition Indebtedness</u>: Unlimited debt, Subject to 2.00:1.00 FCCR or FCCR no worse than prior Use of proceeds limited to "Permitted Acquisitions" (as defined in the Prepetition 1L Credit Agreement) The "LTV Ratio" with respect to such acquisition must be no greater than 75%. "LTV Ratio" means, with respect to any specified acquisition, the ratio of (i) the principal amount of the debt incurred to finance such acquisition to (ii) the Specified Value of the assets acquired pursuant to such acquisition. To the extent secured, (i) may be secured only by the assets acquired with such debt and (ii) 1L/2L Exit Credit Facility lenders will get a junior lien on such assets to the extent not prohibited under the documentation governing such debt, and the applicable obligor shall use reasonable best efforts to permit such junior lien No obligors other than the person that owns the assets acquired with such debt

[1] NTD: All references herein to the 1L Exit Credit Facility refer only to the 1L Exit Credit Facility resulting from the conversion of the DIP Facility. If that facility is refinanced, the refinanced 1L Exit Credit Facility may have looser terms (including terms that match the 2L Exit Credit Facility) to the extent so agreed by the lenders providing such refinancing debt.

			Must mature at least 91 days after the maturity date of the 2L Exit Credit Facility and have no mandatory or scheduled prepayments prior to such time (except (i) as a result of a customary change of control or asset sale repurchase offer provision, (ii) for scheduled amortization (not to exceed 5.0% per annum) or (iii) prepayments made solely with a portion to be agreed of the income attributable to the entities or assets acquired with the proceeds of such Permitted Acquisition Indebtedness) If such Permitted Acquisition Indebtedness includes a financial maintenance covenant, such financial maintenance covenant shall be added to the 1L/2L Exit Credit Facilities for the benefit of the lenders thereunder; <u>provided</u> that, subject to additional conditions to be agreed, if such Permitted Acquisition Indebtedness is refinanced by indebtedness provided by a new lender or group of lenders and such refinancing indebtedness does not have such financial maintenance covenant, then such financial maintenance covenant shall be automatically removed from the 1L/2L Exit Credit Facilities <u>Assumed Permitted Acquisition Indebtedness</u>: Unlimited debt, subject to (i) 2.00:1.00 FCCR or FCCR no worse than prior and (ii) such debt not being incurred in contemplation of such acquisition Use of proceeds limited to "Permitted Acquisitions" (as defined in the Prepetition 1L Credit Agreement) To the extent secured, (i) may be secured only by the assets acquired with such debt and (ii) 1L/2L Exit Credit Facility lenders will get a junior lien on such assets to the extent not prohibited under the documentation governing such debt No obligors other than the person that owns the assets acquired with such debt
"Permitted Leveraged Vessel Acquisition Transaction"	**Leveraged Vessel Acquisitions**	Any transaction in which the Parent Borrower or any restricted subsidiary acquires or constructs (i) any vessel, (ii) equity interests of any person that owns vessels or (iii) equipment to be installed or intended for use in the ordinary course of business	**1L/2L Exit Credit Facilities**: Remove

		on any vessel, in the case of clause (iii), with a Specified Value in excess of $10,000,000 following the Effective Date Must be financed, in whole or in part, with the proceeds of any Permitted Acquisition Indebtedness or any purchase money or similar Debt permitted under the credit agreement that is intended to be secured by the Vessel, Equity Interests or equipment so acquired Vessel collateral or proceeds thereof cannot be used to finance any portion of the purchase price	
9.02(a)	**Ratio Debt**	Subject to 2.00:1.00 FCCR Does not include any customary limitations (eg maturity/WAL, non-loan party cap) Does not include a corresponding liens basket FCCR currently excludes PIK interest payments	**1L Exit Credit Facility**: $0 **2L Exit Credit Facility**: Unlimited debt, subject to 2.00:1.00 FCCR. FCCR (for this test and for all other FCCR tests under the 1L/2L Exit Credit Facilities) to treat PIK interest payments as though paid in cash. Limited to unsecured debt To be subject to a limitation that interest payments under the unsecured debt must be payable in kind at any time that the company has elected to make PIK interest payments under the 2L Exit Credit Facility. May not be incurred or guaranteed by any person other than a Loan Party Must mature at least 91 days after the maturity date of the 2L Exit Credit Facility and have no mandatory or scheduled prepayments prior to such time (except as a result of a customary change of control or asset sale repurchase offer provision, subject to the prior making of any required payments under the 2L Exit Credit Facility) If such indebtedness includes a financial maintenance covenant, such financial maintenance covenant shall be added to the 2L Exit Credit Facility for the benefit of the lenders thereunder; provided that, subject to additional conditions to be agreed, if such ratio debt is refinanced by indebtedness provided by a new lender or group of lenders and such refinancing indebtedness does not have such financial maintenance covenant, then such financial maintenance covenant

			shall be automatically removed from the 1L/2L Exit Credit Facilities
9.02(b)(i)	**Junior Lien / Unsecured Debt of Loan Parties**	Greater of $600 million / 25% CNTA No limitations on terms (including interest rate), except must mature 91 days outside of the 1L (and no mandatory or scheduled prepays prior to such time) and if secured must be subject to an acceptable ICA	**1L Exit Credit Facility**: $0 **2L Exit Credit Facility**: $200 million (1) Limited to unsecured debt (2) To be subject to a limitation that interest payments under such debt must be payable in kind at any time that the company has elected to make PIK interest payments under the 2L Exit Credit Facility. (3) May not be incurred or guaranteed by any person other than a Loan Party (4) Must mature at least 91 days after the maturity date of the 2L Exit Credit Facility and have no mandatory or scheduled prepayments prior to such time (except as a result of a customary change of control or asset sale repurchase offer provision, subject to the prior making of any required payments under the 2L Exit Credit Facility) (5) If such indebtedness includes a financial maintenance covenant, such financial maintenance covenant shall be added to the 2L Exit Credit Facility for the benefit of the lenders thereunder; provided that, subject to additional conditions to be agreed, if such unsecured debt is refinanced by indebtedness provided by a new lender or group of lenders and such refinancing indebtedness does not have such financial maintenance covenant, then such financial maintenance covenant shall be automatically removed from the 1L/2L Exit Credit Facilities Clauses (3), (4) (provided that, with respect to clause (4), mandatory or scheduled prepayments as a result of a customary change of control or asset sale repurchase offer

			provision may be made on a ratable basis to any debt that is secured on a pari passu basis with the 2L Exit Credit Facility) and (5) above are collectively referred to as the "**Required Debt Terms**")
9.02(b)(x)	**ABL Facility**	Lesser of $100 million / 85% of Loan Parties' eligible A/R, subject to an acceptable ICA Borrowing base limited to A/R and related assets	**1L Exit Credit Facility**: $0 **2L Exit Credit Facility**: Permitted to the extent such debt constitutes "Senior Lien Indebtedness" as defined in the 2L Exit Credit Facility term sheet (subject to the dollar cap therein)
9.02(b)(xi)	**General Basket**	Greater of $75 million / 2.5% CNTA No limitations on terms (including interest rate), except must mature 91 days outside of the 1L (and no mandatory or scheduled prepays prior to such time)	**1L/2L Exit Credit Facilities**: $15 million
9.02(d)	**Reclassification**	Permitted, subject to limitations on reclassifying certain types of debt	**1L/2L Exit Credit Facilities**: Remove
2. Liens			
N/A	**General Basket**	N/A	**1L/2L Exit Credit Facilities**: $15 million; provided that, in the case of liens securing debt for borrowed money or debt evidenced by bonds, notes or indentures, such liens shall be on the Collateral and shall rank pari passu with or junior to the liens on the Collateral securing the 2L Exit Credit Facility
3. Investments			
"*Permitted Investments*", (c)	**Permitted Acquisitions**	Unlimited permitted acquisitions subject only to the acquired entity becoming a loan party or the assets being purchased by a loan party	**1L/2L Exit Credit Facilities**: Unlimited Permitted Acquisitions (as defined in the Prepetition 1L Credit Agreement) subject to (i) pro forma minimum liquidity of $25 million and (ii) the acquired entity becoming a Loan Party or the assets being purchased by a Loan Party.
"*Permitted Investments*", (e)	**Permitted Business Investments**	Unlimited investments with unencumbered "investment entity vessels" and equity interests of the Parent Borrower	**1L/2L Exit Credit Facilities**: Remove
"*Permitted Investments*", (h)	**Non-Loan Party Investments**	$250 million	**1L/2L Exit Credit Facilities**: $10 million
N/A	**General Basket**	N/A	**1L/2L Exit Credit Facilities**: $25 million subject to $40 million of "Free Cash Flow" "Free Cash Flow" means for any calendar year, or trailing twelve month period, Consolidated EBITDA of such period minus

			drydocking capital expenditures and cash interest expense for such period
4. Restricted Payments (including dividends, redemptions of junior lien / subordinated debt and other debt described in the term sheets and investments)			
9.01(a)	**Available Amount / Cumulative Credit**	50% of Consolidated Net Income since January 1, 2004 Subject to (i) no default/EoD, (ii) 2.00:1.00 FCCR and (iii) various other restrictions depending on the use thereof	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(ii)	**Redemption of Junior Debt with Equity Proceeds**	Uncapped	**1L/2L Exit Credit Facilities**: Uncapped
9.01(b)(v)	**Employee/Director Equity Repurchases**	$500k per fiscal year, with unlimited carryforwards Subject to no default/EoD	**1L/2L Exit Credit Facilities**: $50k per fiscal year, no carryforwards Subject to no default/EoD
9.01(b)(vi)	**Stock Options / RSU**	Acquisition of Equity Interests by the Parent Borrower in connection with the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations.	**1L/2L Exit Credit Facilities**: Acquisition of Equity Interests by the Parent Borrower (i) in connection with the exercise of stock options or stock appreciation rights by way of cashless exercise or in connection with the satisfaction of withholding tax obligations and (ii) in connection with net share settling by way of restricted stock unit awards (or equivalent).
9.01(b)(ix)	**Cash Payments w/r/t Conversion of Convertible Debt**	Sum of principal amount of convertible debt plus payments received by the Parent Borrower / restricted subs under permitted bond hedge transactions Subject to $65 million minimum liquidity	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(xi)	**Redemption of Junior Debt**	Unlimited subject to $65 million minimum liquidity Redemption cannot be made with vessel collateral	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(xii)	**Dividends on Preferred Stock**	Up to $25 million per annum Such dividend cannot exceed a percentage reasonably acceptable to the initial lenders Proceeds of preferred must be used to finance permitted acquisitions / other investments Subject to $65 million minimum liquidity	**1L/2L Exit Credit Facilities**: Remove
9.01(b)(xiii)	**General Basket**	Lesser of $25 million and amount available under clause (h) of permitted investments Subject to $65 million minimum liquidity and restricted payments cannot be made with vessel collateral	**1L/2L Exit Credit Facilities**: 1. Investments: $5 million 2. Dividends/stock repurchases: $1 million 3. Junior Debt prepayments: $1 million

5. Asset Sales			
9.08	**Unlimited Basket**	75% cash consideration, measured on an aggregate basis since the closing date and receipt of at least the "Specified Value" of property sold	**1L/2L Exit Credit Facilities**: Replace unlimited basket with two separate baskets: 1. a $20 million per year basket (with no carryforwards), subject to 85% cash consideration (measured per transaction) and receipt of FMV, with 100% of such net cash proceeds being subject to the reinvestment right described in the applicable term sheet 2. an unlimited basket pursuant to which stacked vessels or vessels not useful in the business of the Parent Borrower (as determined in good faith by the management of the Parent Borrower in consultation with the board of directors) may be sold, subject to 85% cash consideration (measured per transaction) and receipt of FMV, with 50% of the net cash proceeds from such sale being subject to the reinvestment right (and the other 50% required to be swept immediately as required in the applicable term sheet)
9.08	**Designated Non-Cash Consideration**	Includes up to $25 million of "Liquid Equity Securities" (includes equity traded on the NYSE, Nasdaq, OTC markets and the Oslo Stock Exchange)	**1L/2L Exit Credit Facilities**: Remove
N/A	**Sale-Leaseback Basket**	N/A	**1L/2L Exit Credit Facilities**: Up to $30 million for the life of the 1L/2L Exit Credit Facilities (and related indebtedness shall be permitted under the Indebtedness covenant), subject to 85% cash consideration (measured per transaction) and receipt of FMV, with 50% of the net cash proceeds permitted to be retained by the Loan Parties (and the other 50% required to be swept immediately as required in the applicable term sheet)
6. Transactions with Affiliates			

9.06	**Resolution from Majority of Disinterested Directors**	For transactions above $20 million	**1L/2L Exit Credit Facilities**: $2.5 million, unless such transaction has been (and is permitted to be) disclosed on a schedule to the applicable credit agreement
9.06	**Third-Party Fairness Opinion**	For transactions above $50 million	**1L/2L Exit Credit Facilities**: $10 million, unless such transaction has been (and is permitted to be) disclosed on a schedule to the applicable credit agreement
7. Composition of Vessel Collateral			
9.09	**Jones Act Covenant**	No transactions that would result in the Specified Value of all Vessel Collateral that is Jones Act qualified being less than 62% of the amount of the aggregate Vessel Book Value of all Vessel Collateral as of the June 15, 2017 effective date	**1L/2L Exit Credit Facilities**: Will include a covenant substantially similar to the covenant included in Section 9.09 of the Prepetition 1L Credit Agreement, with the minimum percentage of Jones Act eligible vessels and valuation methodology to be agreed

Exhibit E

Backstop Commitment Agreement

Execution Version

BACKSTOP COMMITMENT AGREEMENT

AMONG

HORNBECK OFFSHORE SERVICES, INC.

AND

THE COMMITMENT PARTIES PARTY HERETO

Dated as of May 13, 2020

TABLE OF CONTENTS

BACKSTOP COMMITMENT AGREEMENT

This BACKSTOP COMMITMENT AGREEMENT (including exhibits and schedules attached hereto and incorporated herein, this "**Agreement**"), dated as of May 13, 2020, is made by and among (i) Hornbeck Offshore Services, Inc., a Delaware corporation (the "**Company**"), on behalf of itself and certain of its subsidiaries as set forth on **Schedule 2** (each, a "**Debtor**" and collectively, the "**Debtors**"), on the one hand, and (ii) in each case in their capacity as such, the Consenting Unsecured Noteholders (as defined below) (the "**Unsecured Commitment Parties**"), the Consenting First Lien Lenders (as defined below) (the "**First Lien Commitment Parties**") and the Consenting Second Lien Lenders (as defined below) (the "**Second Lien Commitment Parties**" and, together with the First Lien Commitment Parties, the "**Secured Commitment Parties**" and, collectively with the Unsecured Commitment Parties, each a "**Commitment Party**" and, collectively, the "**Commitment Parties**") each as set forth on **Schedule 1** hereto (as such list may be amended, supplemented or modified from time to time in accordance with this Agreement, including Sections 3 and 4 hereof), on the other hand. The Company and each Commitment Party is referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan (as defined below).

WHEREAS, the Debtors have entered into a Restructuring Support Agreement, dated as of April 10, 2020 by and among (i) the Debtors, (ii) the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the ABL Credit Agreement (such holders, or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders, the "**Consenting ABL Lenders**"), (iii) the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the First Lien Credit Agreement (such holders, or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders, the "**Consenting First Lien Lenders**"), (iv) the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the Second Lien Credit Agreement (such holders, or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders, the "**Consenting Second Lien Lenders**" and together with the Consenting ABL Lenders and the Consenting First Lien Lenders, the "**Consenting Secured Lenders**"), and (v) the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the Unsecured Notes Indentures (as defined in the RSA) (such holders, or the managers, beneficial holders, general partners or investment advisors acting on behalf of such holders, the "**Consenting Unsecured Noteholders**") (such agreement, as may be amended, restated, supplemented or otherwise modified from time to time, including all the exhibits thereto, the "**RSA**"), which provides for the restructuring of the Company's capital structure and financial obligations pursuant to a "prepackaged" plan of reorganization (as it may be amended, modified or supplemented from time to time as provided in the RSA, the "**Plan**"). The Debtors will file (or, in the case of HOS WELLMAX Services, LLC, have already filed) voluntary petitions for relief (the "**Chapter 11 Cases**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§

101, et seq. (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Southern District of Texas (together with any court with jurisdiction over the Chapter 11 Cases, the "**Bankruptcy Court**") (the date of such filings being referred to herein as the "**Petition Date**") and will seek confirmation of the Plan;

WHEREAS, subject to the Bankruptcy Court's entry of an order confirming the Plan (the "**Confirmation Order**"), consummation of the Plan, and the other conditions specified in Section 10 and Section 11 hereof, prior to or on the effective date of the Plan (the "**Plan Effective Date**"), the Reorganized Company will offer and sell shares of the New Equity (or warrants issued in lieu thereof in accordance with the Rights Offering Procedures (as defined below) and the Plan (the "**Jones Act Warrants**")) issued pursuant to the Rights Offering and this Agreement (excluding New Equity and Jones Act Warrants issued as the Backstop Commitment Premium (as defined below)) to Eligible Holders (as defined below) of Eligible Claims (as defined below) at an aggregate purchase price (excluding the Backstop Commitment Premium) of up to $100 million (the "**Rights Offering Amount**") at a price per share equal to $10.00 (such price, the "**Per Share Price**"), which may be subscribed for by Eligible Holders of Eligible Claims as of a date and time mutually agreed between the Company and the Required Commitment Parties for the determination of the holders entitled to participate in the Rights Offering (the "**Subscription Record Date**") of which (A)(i) 75% shall be offered *pro rata* to all holders of Allowed 2020 Notes Claims and/or Allowed 2021 Notes Claims, as applicable (individually and collectively, the "**Allowed Unsecured Notes Claims**" and such shares of New Equity (or Jones Act Warrants issued in lieu thereof), the "**Unsecured Rights Offering Shares**") and (ii) 25% shall be offered (x) first, *pro rata* to all holders of Allowed Second Lien Claims, (such shares of New Equity (or Jones Act Warrants issued in lieu thereof), the "**Second Lien Rights Offering Shares**") and (y) thereafter, any portion of such 25% not subscribed for by the holders of Allowed Second Lien Claims shall be offered *pro rata* to all holders of Allowed First Lien Claims (such shares of New Equity (or Jones Act Warrants issued in lieu thereof), the "**First Lien Rights Offering Shares**" and, together with the Second Lien Rights Offering Shares, the "**Secured Rights Offering Shares**" and, collectively with the Unsecured Rights Offering Shares, the "**Rights Offering Shares**"), and (B)(i) each Unsecured Commitment Party commits (such commitment, the "**Unsecured Backstop Commitment**") to purchase on a several and not joint basis, and the Company will sell to such Unsecured Commitment Party, the Unsecured Rights Offering Shares (based on the Per Share Price) that are not purchased by holders of Allowed Unsecured Notes Claims as part of the Rights Offering (the "**Unsecured Backstop Shares**") as set forth on **Schedule 1** opposite such Unsecured Commitment Party's name (as amended, supplemented or modified from time to time in accordance with this Agreement, including Sections 3 and 4 hereof) (each, an "**Unsecured Backstop Commitment Percentage**") and (ii) each Secured Commitment Party commits (such commitment, the "**Secured Backstop Commitment**" and, together with the Unsecured Backstop Commitment, the "**Backstop Commitments**") to purchase on a several and not joint basis, and the Company will sell to such Secured Commitment Party, the Secured Rights Offering Shares (based on the Per Share Price) that are not purchased by holders of Allowed First Lien Claims or holders of Allowed Second Lien Claims as part of the Rights Offering (the "**Secured Backstop Shares**" and, together with the Unsecured Backstop Shares, the "**Backstop Shares**") as set forth on **Schedule 1** opposite such

Secured Commitment Party's name (as amended, supplemented or modified from time to time in accordance with this Agreement, including Sections 3 and 4 hereof) (each, a "**Secured Backstop Commitment Percentage**" and, collectively with the Unsecured Backstop Commitment Percentages, the "**Backstop Commitment Percentages**") (such rights offering that is backstopped by the Commitment Parties, the "**Rights Offering**");

WHEREAS, as consideration for their respective Backstop Commitments, the Company has agreed, subject to the terms, conditions and limitations set forth herein, to pay the Commitment Parties, on the Plan Effective Date, the Backstop Commitment Premium; and

WHEREAS, for purposes of this Agreement, "**Required Commitment Parties**" shall mean, as of the date of determination, each of (i) the Unsecured Commitment Parties holding at least a majority in aggregate amount of the Unsecured Backstop Commitments of all Unsecured Commitment Parties (excluding any Defaulting Commitment Parties and their corresponding Backstop Commitments) (the "**Required Unsecured Commitment Parties**") and (ii) the Secured Commitment Parties (including at least two unaffiliated Secured Commitment Parties) holding at least a majority in aggregate amount of the Secured Backstop Commitments of all Secured Commitment Parties (excluding any Defaulting Commitment Parties and their corresponding Backstop Commitments) (the "**Required Secured Commitment Parties**" and, together with the Required Unsecured Commitment Parties, the "**Required Commitment Parties**").

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and covenants set forth herein, and other good and valuable consideration, the Company and the Commitment Parties agree as follows:

Section 1. THE RIGHTS OFFERING. Subject to the terms and conditions hereof, the Rights Offering will be conducted in accordance with the 4(a)(2) Second Lien Rights Offering Procedures, 4(a)(2) 2020 Notes Rights Offering Procedures, 4(a)(2) 2021 Notes Rights Offering Procedures and 1145 Rights Offering Procedures attached as Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4 hereto, respectively (individually and collectively, the "**Rights Offering Procedures**"), as applicable, and as follows:

(a) Pursuant to the RSA, the Plan and the Rights Offering Procedures, each holder of an Allowed First Lien Claim, an Allowed Second Lien Claim and/or an Allowed Unsecured Notes Claim (individually and collectively, the "**Allowed Claims**") that is both (i) an "accredited investor" as defined in Rule 501(a) under the Securities Act (an "**Accredited Investor**") or a "qualified institutional buyer" as defined in Rule 144A under the Securities Act (a "**QIB**") and (ii) holds (A) an Allowed First Lien Claim in an aggregate amount of at least $50,000, (B) an Allowed Second Lien Claim in an aggregate amount of at least $50,000, (C) an Allowed 2020 Notes Claim in an aggregate amount of at least $50,000, or (D) an Allowed 2021 Notes Claim in an aggregate amount of at least $50,000 (each such holder, solely with respect to each Allowed Claim identified in (A) through (D), an "**Eligible Holder**" with respect to such Allowed Claim) as of the Subscription Record Date will receive First Lien Subscription Rights, Second Lien Subscription Rights and/or Noteholder Subscription Rights, as applicable (individually and collectively,

"**Subscription Rights**"), with respect to the Allowed Claims held or beneficially held by such Eligible Holder as of the Subscription Record Date (the "**Eligible Claims**") to subscribe for its *pro rata* share (measured as the amount of Allowed First Lien Claims, Allowed Second Lien Claims, Allowed 2020 Notes Claims or Allowed 2021 Notes Claims that, in each case, are Eligible Claims held by such Eligible Holder as compared to the aggregate amount of the applicable Allowed First Lien Claims, Allowed Second Lien Claims, Allowed 2020 Notes Claims or Allowed 2021 Notes Claims, respectively, held by all holders of the respective Allowed Claims) of the Rights Offering Shares.

(b) Subject to the terms and conditions of this Agreement, the Company hereby undertakes to offer (i) Rights Offering Shares for subscription by Eligible Holders of Eligible Claims pursuant to the RSA, the Rights Offering Procedures and the Plan and (ii) Backstop Shares for subscription by the Commitment Parties pursuant to the RSA and the Plan.

(c) The Reorganized Company will issue Subscription Rights to the Commitment Parties and the other Eligible Holders to purchase the Rights Offering Shares at the Per Share Price on the terms set forth herein. As of the Subscription Record Date (A)(i) each Eligible Holder of Allowed Unsecured Notes Claims will receive a Subscription Right to subscribe for its *pro rata* share of the Unsecured Rights Offering Shares, (ii) each Eligible Holder of Allowed First Lien Claims will receive a Subscription Right to subscribe for its *pro rata* share of the First Lien Rights Offering Shares and (iii) each Eligible Holder of Allowed Second Lien Claims will receive a Subscription Right to subscribe for its *pro rata* share of the Second Lien Rights Offering Shares and (B)(i) each Unsecured Commitment Party will receive a Subscription Right to subscribe for its *pro rata* share of the Unsecured Backstop Shares based on its Unsecured Backstop Commitment Percentage and (ii) each Secured Commitment Party will receive a Subscription Right to subscribe for its *pro rata* share of the Secured Backstop Shares based on its Secured Backstop Commitment Percentage.

(d) (1) The Reorganized Company will provide, or cause to be provided, to each Eligible Holder of Eligible Claims a 4(a)(2) Second Lien Subscription Form, 4(a)(2) 2020 Notes Beneficial Holder Subscription Form, 4(a)(2) 2021 Notes Beneficial Holder Subscription Form or 1145 Subscription Form, as applicable, in accordance with the applicable Rights Offering Procedures (individually and collectively, the "**Rights Offering Subscription Form**"), whereby each Eligible Holder of Eligible Claims may exercise its Subscription Rights in whole or in part, *provided* that such Eligible Holder of Eligible Claims (i) timely and properly executes and delivers (or arranges for the delivery of) (x) its Rights Offering Subscription Form with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and accredited investor questionnaire in the form provided with the Rights Offering Procedures (the "**Investor Questionnaire**") to the subscription agent for the Rights Offering selected by the Company (the "**Subscription Agent**") in advance of the Subscription Expiration Deadline (as defined below) and, (y) if applicable, an affidavit of U.S. citizenship in the form provided with the Rights Offering Procedures and any other documentation as the Company, in consultation with the Required Commitment Parties, deems advisable to fulfil the purpose or implement the provisions of the organizational documents of the Reorganized Company (the "**Governing Documents**") in

order to maintain compliance with the Jones Act (collectively, the "**Requisite Documentation**") to the Subscription Agent by the Subscription Expiration Deadline, and (ii) (A) if such Eligible Holder is not a Commitment Party, such Eligible Holder pays the aggregate purchase price of the Rights Offering Shares elected to be purchased by the Eligible Holder of Eligible Claims by wire transfer of immediately available funds prior to the Subscription Expiration Deadline to an account established by the Subscription Agent for the Rights Offering or (B) if such Eligible Holder is a Commitment Party, such Commitment Party pays, in accordance with Section 1(g), the aggregate purchase price of its Rights Offering Shares and its Backstop Shares.

(1) The Secured Commitment Parties will be permitted to assign their respective Subscription Rights to an Eligible Holder of Eligible Claims, which Subscription Rights may, for the avoidance of doubt, be detached from the underlying Allowed Claims.

(2) For purposes of this Agreement, the "**Subscription Expiration Deadline**" means 5:00 p.m. New York City time on such date that is specified in the Rights Offering Procedures or such later date as the Company, subject to the written approval of the Required Commitment Parties, may specify in a notice provided to the Eligible Holders of Eligible Claims before 9:00 a.m. New York City time on the Business Day before the then-effective Subscription Expiration Deadline. For purposes of this Agreement, "**Business Day**" means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized to close.

(e) Subject to Section 24, on the Plan Effective Date, the Reorganized Company will issue Rights Offering Shares consisting of New Equity (or Jones Act Warrants issued in lieu thereof) to the Eligible Holders of Eligible Claims with respect to which Subscription Rights were validly exercised by such Eligible Holders of Eligible Claims. The portion of Rights Offering Shares issued to an Eligible Holder who elects to acquire such Rights Offering Shares shall be rounded down to the nearest whole share, and the purchase price payable therefor shall be adjusted accordingly. No compensation will be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

(f) If the Subscription Agent for any reason does not receive from an Eligible Holder of Eligible Claims both a timely and duly completed Rights Offering Subscription Form (with accompanying IRS Form W-9 or appropriate Form W-8, as applicable, and Investor Questionnaire) and timely payment for the Rights Offering Shares being purchased by such Eligible Holder of Eligible Claims, the Rights Offering Procedures shall provide that, unless otherwise approved in writing by the Company and the Required Commitment Parties, such Eligible Holder of Eligible Claims shall be deemed to have relinquished and waived its right to participate in the Rights Offering.

(g) As soon as reasonably practicable following the Subscription Expiration Deadline (but no later than the tenth (10^{th}) Business Day following the Subscription Expiration Deadline), the Company hereby agrees and undertakes to deliver by email delivery a written notice (the "**Funding Notice**") (a) to each Unsecured Commitment Party

of: (i) the number of Unsecured Rights Offering Shares that such Commitment Party has subscribed to purchase pursuant to such Unsecured Commitment Party's Rights Offering Subscription Form and the aggregate purchase price therefor; (ii) the aggregate number of Unsecured Backstop Shares, if any, and the aggregate purchase price therefor; (iii) the aggregate number of Unsecured Backstop Shares to be purchased by such Unsecured Commitment Party based upon such Unsecured Commitment Party's Unsecured Backstop Commitment Percentage and the aggregate purchase price therefor (individually and in the aggregate for all Unsecured Commitment Parties, as the context may require, the "**Unsecured Funding Amount**"); (b) to each Secured Commitment Party of: (i) the number of Secured Rights Offering Shares that such Commitment Party has subscribed to purchase pursuant to such Secured Commitment Party's Rights Offering Subscription Form (which, for the avoidance of doubt, shall reflect any reduction in the number of Rights Offering Shares subscribed for as a result of the exercise of Subscription Rights by holders of Allowed Second Lien Claims) and the aggregate purchase price thereof; (ii) the aggregate number of Secured Backstop Shares, if any, and the aggregate purchase price therefor; (iii) the aggregate number of Secured Backstop Shares to be purchased by such Secured Commitment Party based upon such Secured Commitment Party's Secured Backstop Commitment Percentage and the aggregate purchase price therefor (individually and in the aggregate for all Secured Commitment Parties, as the context may require, the "**Secured Funding Amount**" and collectively with the Unsecured Funding Amount, the "**Funding Amount**"); (c) to each Commitment Party of wire instructions for a segregated account (the "**Funding Account**") established with an escrow agent reasonably acceptable to the Required Commitment Parties or the Subscription Agent to which such Commitment Party shall deliver an amount equal to its Funding Amount; and (d) to each Commitment Party of the deadline for delivery of the Funding Amount, which shall be no later than three (3) Business Days before the expected Plan Effective Date (the "**Funding Deadline**"); *provided that* the Funding Deadline shall be a minimum of five (5) Business Days after the date of the Funding Notice (unless an earlier date is required to ensure the Funding Deadline is no later than three (3) Business Days before the expected Plan Effective Date). Each Commitment Party shall deliver and pay its applicable portion of the Funding Amount by wire transfer in immediately available funds in U.S. dollars into the Funding Account by the Funding Deadline. If this Agreement is terminated pursuant to Section 13 after such delivery, such funds shall be released to the applicable Commitment Party, without any interest accrued thereon, promptly following such termination, but in any event within seven (7) Business Days following such termination. If the number of Rights Offering Shares subscribed for by a Secured Commitment Party is reduced as a result of the exercise of Subscription Rights by holders of Allowed Second Lien Claims (such unreceived Rights Offering Shares, the "**Excess Rights Offering Shares**"), that portion of the aggregate purchase price attributable to the Excess Rights Offering Shares will be returned, without interest, to the applicable Commitment Party as soon as reasonably practicable, but in any event within seven (7) Business Days after the Funding Deadline.

Section 2. THE BACKSTOP COMMITMENTS.

(a) On the basis of the representations and warranties contained herein, but subject to the satisfaction or waiver of the conditions set forth in Section 10, each of the Commitment Parties, severally and not jointly, agrees to purchase, in accordance with

Section 1(g), (A) if such Commitment Party is a Secured Commitment Party, all of its Secured Backstop Commitment Percentage of the Secured Backstop Shares at the aggregate purchase price therefor based upon the Per Share Price and (B) if such Commitment Party is an Unsecured Commitment Party, all of its Unsecured Backstop Commitment Percentage of the Unsecured Backstop Shares at the aggregate purchase price therefor based on the Per Share Price.

(b) On the basis of the representations and warranties herein contained, and subject to the entry by the Bankruptcy Court of an order approving the transactions contemplated by this Agreement (which may be the Confirmation Order) (the "**Backstop Commitment Agreement Order**"), as consideration for the Backstop Commitments and the other undertakings of the Commitment Parties herein, the Reorganized Company will pay to the Commitment Parties, in the aggregate, and free and clear of any withholding or deduction for any applicable Taxes, on the Plan Effective Date, a nonrefundable premium in an aggregate amount equal to 5.0% of the Rights Offering Amount (the "**Backstop Commitment Premium**"), which Backstop Commitment Premium shall be deemed fully earned by the Commitment Parties upon the execution of this Agreement, in the form of shares of New Equity (it being understood and agreed that any reference to New Equity issued pursuant to the Backstop Commitment Premium shall be deemed to include any Jones Act Warrants that may be issued in lieu of such New Equity), issued at a price per share equal to $9.65 (subject to downward adjustment if the DIP Exit Backstop Premium is payable; *provided* that the number of shares of New Equity issuable in respect of the Backstop Commitment Premium shall be correspondingly increased), which shall be allocated among the Commitment Parties *pro rata* based on each Commitment Party's Backstop Commitment Percentage; *provided* that, if the Plan Effective Date does not occur, then, the Backstop Commitment Premium shall, subject to Section 13(g), be payable, in cash, upon any termination hereof pursuant to Section 13. Pursuant to the Backstop Commitment Agreement Order, the Backstop Commitment Premium shall constitute an allowed administrative expense of the Debtors' estate under Sections 503(b) and 507 of the Bankruptcy Code.

(c) Expense Reimbursement. The Company shall promptly pay in cash as and when invoiced the Commitment Party Fees and Expenses incurred from the date hereof through the termination of this Agreement (such payment obligations, collectively, the "**Expense Reimbursement**"). Notwithstanding anything to contrary in this Agreement, this Section 2(c) shall survive the termination of this Agreement. For purposes of this Agreement, "Commitment Party Fees and Expenses" shall mean the reasonable and documented fees and expenses of the Commitment Party Representatives on the efforts to implement the Restructuring Transactions (as defined in the RSA), including the transactions contemplated in this Agreement, and including, without limitation, any restructuring or completion fees contemplated therein; and "Commitment Party Representatives" shall mean Davis Polk & Wardwell LLP, Ducera Partners LLC, Porter Hedges LLP, Creel, García-Cuéllar, Aiza y Enriquez, S.C., Blank Rome LLP and any other local and special counsel to the Secured Lender Group (as defined in the RSA), Milbank LLP, Seward & Kissel LLP, any local counsel to the Noteholder Committee (as defined in the RSA), and, to the extent the Plan Effective Date occurs, Paul, Weiss, Rifkind, Wharton & Garrison LLP and Moelis & Company.

(d) On the Plan Effective Date, (i) each of the Commitment Parties shall purchase such amounts of Rights Offering Shares and Backstop Shares as are listed in the Funding Notice and (ii) the Reorganized Company shall sell to each of the Commitment Parties such amounts of Rights Offering Shares and Backstop Shares for which such Commitment Party has funded its portion of the Funding Amount, without prejudice to the rights of the Reorganized Company or the Commitment Parties to seek later an upward or downward adjustment if the amount of Rights Offering Shares and/or Backstop Shares in such Funding Notice is inaccurate and in such event, the respective obligations to fund additional purchase price, refund the applicable portion of the purchase price or issue additional Rights Offering Shares and/or Backstop Shares, as applicable, shall survive notwithstanding such Funding Notice.

(e) Subject to the terms of the Plan, delivery of the Rights Offering Shares and Backstop Shares will be made by the Reorganized Company to the respective Commitment Parties on the Plan Effective Date upon the release of the applicable portion of the Funding Amount of such Commitment Party from the Funding Account, upon which time such funds shall be delivered to the Reorganized Company by wire transfer of immediately available funds to the account specified by the Reorganized Company to the Commitment Parties at least twenty-four (24) hours in advance.

(f) Delivery of the shares of New Equity in connection with the Backstop Commitment Premium (to the extent the Backstop Commitment Premium is payable in New Equity) will be made by the Reorganized Company to the respective Commitment Parties on the Plan Effective Date.

(g) Each of the Parties intends that, for U.S. federal income tax purposes, the Backstop Commitment Premium, whether payable in shares of the New Equity or, upon the termination of this Agreement, payable in cash, shall be treated as a "put premium" paid to the Commitment Parties (the "**Intended Tax Treatment**"). Each party shall file all tax returns consistent with, and take no position inconsistent with such treatment (whether in audits, tax returns or otherwise) unless required to do so pursuant to a "determination" within the meaning of Section 1313(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"). From and after the date of this Agreement, none of the parties shall, nor shall they permit any of their subsidiaries or Affiliates to, knowingly take any action, cause any action to be taken or omit to take any action, which action or omission could cause the transactions to fail to qualify for, or fail to be reported in a manner consistent with, the Intended Tax Treatment.

Section 3. TRANSFER OF BACKSTOP COMMITMENT.

(a) Each Commitment Party's Backstop Commitment shall only be transferable, in whole or in part, to a Permitted Transferee (as defined below) or pursuant to Section 3(c); *provided* that the transferring Commitment Party shall give notice of its intent to transfer its Backstop Commitment (other than to a Related Fund (as defined below)), whether in whole or in part ("**Backstop Transfer Notice**"), to the Company and the non-transferring Commitment Parties and (i) if the transferring Commitment Party is a Secured Commitment Party, each non-transferring Secured Commitment Party shall have

a right, but not an obligation, for a period of two (2) days following receipt of the Backstop Transfer Notice to purchase up to its *pro rata* share of such Backstop Commitment based on the proportion of its Secured Backstop Commitment to the aggregate amount of Secured Backstop Commitments of all non-transferring Secured Commitment Parties purchasing such transferring Secured Commitment Party's Secured Backstop Commitment, on the terms described in the Backstop Transfer Notice and (ii) if the transferring Commitment Party is an Unsecured Commitment Party, each non-transferring Unsecured Commitment Party shall have a right, but not an obligation, for a period of two (2) days following receipt of the Backstop Transfer Notice to purchase up to its *pro rata* share of such Backstop Commitment based on the proportion of its Unsecured Backstop Commitment to the aggregate amount of Unsecured Backstop Commitments of all non-transferring Unsecured Commitment Parties purchasing such transferring Unsecured Commitment Party's Unsecured Backstop Commitment, on the terms described in the Backstop Transfer Notice. If any non-transferring Secured Commitment Party or Unsecured Commitment Party, as applicable, does not elect to purchase its full *pro rata* share of the Secured Backstop Commitment or Unsecured Backstop Commitments, as applicable, offered in the Backstop Transfer Notice, then each non-transferring Secured Commitment Party or Unsecured Commitment Party, as applicable, that elected to purchase its full *pro rata* share of the Secured Backstop Commitment or Unsecured Backstop Commitment, as applicable, proposed to be transferred shall have a right, but not an obligation, for a period of two (2) days following the expiration of the period set forth in clauses (a)(i) and (a)(ii) above (the "**Transfer Over-subscription Period"**), to purchase its *pro rata* share of the unsubscribed portion of the Secured Backstop Commitments or Unsecured Backstop Commitments, as applicable, proposed to be transferred in such Backstop Transfer Notice based on the proportion of its Secured Backstop Commitments or Unsecured Backstop Commitments, as applicable, to the aggregate amount of Secured Backstop Commitments or Unsecured Backstop Commitments, as applicable, of all non-transferring Secured Commitment Parties or Unsecured Commitment Parties, as applicable, purchasing such unsubscribed portion pursuant to this sentence.

(b) In the event that following the elections described in Section 3(a), the non-transferring Secured Commitment Parties or Unsecured Commitment Parties, as applicable, do not elect to purchase all of the Backstop Commitment offered in the Backstop Transfer Notice, any other non-transferring Commitment Party shall have a right, but not an obligation, for a period of two (2) days following the expiration of the Transfer Over-subscription Period (the "**Secondary ROFR Period**"), to purchase its *pro rata* share of the remaining unsubscribed portion of the Backstop Commitments proposed to be transferred in such Backstop Transfer Notice based on the proportion of its Backstop Commitment to the aggregate amount of Backstop Commitments of all non-transferring Commitment Parties purchasing such transferring Commitment Party's Backstop Commitment that are offered an opportunity to purchase such transferring Commitment Party's Backstop Commitment pursuant to this sentence (each, a "**Secondary ROFR Offeree**"), on the terms described in the Backstop Transfer Notice. If any Secondary ROFR Offeree does not elect to purchase its full *pro rata* share of the Backstop Commitment offered in the Backstop Transfer Notice, then each Secondary ROFR Offeree that elected to purchase its full *pro rata* share of the Backstop Commitment proposed to be transferred shall have a right, but not an obligation, for a period of two (2) days following the expiration of the Secondary

ROFR Period, to purchase its *pro rata* share of the remaining unsubscribed portion of the Backstop Commitments proposed to be transferred in such Backstop Transfer Notice based on the proportion of its Backstop Commitments to the aggregate amount of Backstop Commitments of all Secondary ROFR Offerees purchasing such remaining unsubscribed portion pursuant to this sentence. In the event that following the elections described above, the non-transferring Commitment Parties do not elect to purchase all of the Backstop Commitment offered in the Backstop Transfer Notice, the transferring Commitment Party shall have the right to complete such transfer to any Permitted Transferee at a price no lower than the price set forth in the Backstop Transfer Notice and on other terms and conditions that are at least as favorable in the aggregate to such transferring Commitment Party as such other terms and conditions set forth in the Backstop Transfer Notice.

(c) Any Permitted Transferee of the Backstop Commitment shall agree in writing to be bound by the representations, warranties, covenants and obligations of such transferring Commitment Party under this Agreement and the RSA and any Permitted Transferee (other than a Related Fund) shall, as a condition of such transfer, provide the Company and the non-transferring Commitment Parties with evidence reasonably satisfactory to the Required Commitment Parties (excluding any transferring Commitment Party) in consultation with the Company that such transferee is capable of fulfilling such obligations (including the ability of such Permitted Transferee to fund the entire amount of its existing Backstop Commitment plus the amount of the Backstop Commitment transferred to such Permitted Transferee), including the provision of Requisite Documentation to the Company in accordance with Section 1(d) and such financial information as may reasonably be requested by the Required Commitment Parties in consultation with the Company or their respective representatives. For purposes of this Agreement, "**Permitted Transferee**" means, with respect to any Commitment Party, (i) a Related Fund thereof, (ii) any other Commitment Party or any Related Fund thereof, and (iii) any other Person that is a party to the RSA or executes a joinder thereto that the Company and the Required Commitment Parties (excluding the transferring Commitment Party) determine in good faith is capable of fulfilling the obligations of this Agreement to be transferred (including making the necessary representations and warranties and agreeing to be bound by the covenants and obligations under this Agreement and the RSA); *provided* that the term "Permitted Transferee" does not include any Person (other than a Commitment Party, a Related Fund of a Commitment Party or a party to the RSA prior to such transfer) that is a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor, or a "significant shareholder" (within the meaning of the RSA) of a Competitor.

(d) Notwithstanding the foregoing, a Commitment Party may assign its Backstop Commitment to any fund, account (including any separately managed accounts) or investment vehicle that is controlled, managed, advised or sub-advised by such Commitment Party, an Affiliate thereof or the same investment manager, advisor or subadvisor as the Commitment Party or an Affiliate of such investment manager, advisor or subadvisor (other than any portfolio company of such Commitment Party) (each, a "**Related Fund**") without submitting a Backstop Transfer Notice, in which case (x) such assigning Commitment Party shall notify the Company and the non-transferring Commitment Parties of such assignment and (y) such Related Fund transferee shall agree

in writing to be bound by the representations, warranties, covenants and obligations of such transferring Commitment Party under this Agreement and the RSA and shall make the representations set forth in Section 6 hereof as of the date of such transfer as if it was a Commitment Party. Any assignment to a Related Fund pursuant to this Section 3(d) shall be subject to Section 24, and any such Related Fund shall submit the Requisite Documentation to the Company in accordance with Section 1(d). Solely in the case of transfers to a Related Fund, the assigning Commitment Party shall remain fully obligated for its Backstop Commitment (which, for the avoidance of doubt, includes such assigned amount). For purposes of this Agreement, (i) "**Affiliate**" shall mean with respect to any specified Person (as defined below), any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls (as defined below), is Controlled by or is under common Control with such specified Person and (ii) "**Control**" shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "**Controlled by**," "**Controlled**" and "**under common Control with**" shall have correlative meanings.

(e) Any transferee pursuant to, and in accordance with, clauses (a), (b), (c) and (d) above shall be deemed a Commitment Party for all purposes of this Agreement. Notwithstanding anything to the contrary set forth herein, the transfer of any Allowed Claims by any Commitment Party shall not have any effect on a Commitment Party's Backstop Commitment Percentage. Any transfer of a Commitment Party's obligations under this Agreement made in violation of this Section 3 shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the Debtors or any Commitment Party, and shall not create any obligation or liability of any Debtor or any other Commitment Party to the purported transferee.

(f) Notwithstanding anything to the contrary set forth in this Section 3, any transfer pursuant to Section 3, other than a transfer to a Related Fund, must commence at least eight (8) days prior to the Subscription Expiration Deadline, and no transfer, including to a Related Fund, will be recognized if it has not been completed by the Subscription Expiration Deadline. Any transfers in violation of this Section 3(f) shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the Debtors or any Commitment Party, and shall not create any obligation or liability of any Debtor or any other Commitment Party to the purported transferee.

Section 4. COMMITMENT PARTY DEFAULT. Any Commitment Party that fails to timely fund its Backstop Commitment (a "**Defaulting Commitment Party**") after written notice thereof (a "**Default Notice**") will be liable for the consequences of its breach and the parties hereto may enforce rights of money damages and/or specific performance upon the failure to timely fund by the Defaulting Commitment Party (but for the avoidance of doubt, no Commitment Party shall be liable for any default of any other Commitment Party pursuant to this Agreement); *provided that* (i) in the event that the Defaulting Commitment Party is a Secured Commitment Party, each non-defaulting Secured Commitment Party shall have the right, but not the obligation, for a period of two (2) days following the delivery of the Default Notice, to elect to assume up to its *pro rata* share of such Defaulting Commitment Party's Backstop Commitment based on the proportion of its Secured

Backstop Commitment to the aggregate amount of Secured Backstop Commitments of all non-defaulting Secured Commitment Parties assuming such Defaulting Commitment Party's Secured Backstop Commitment and (ii) in the event that the Defaulting Commitment Party is an Unsecured Commitment Party, each non-defaulting Unsecured Commitment Party shall have the right, but not the obligation, for a period of two (2) days following the delivery of the Default Notice, to elect to assume up to its *pro rata* share of such Defaulting Commitment Party's Backstop Commitment based on the proportion of its Unsecured Backstop Commitment to the aggregate amount of Unsecured Backstop Commitments of all non-defaulting Unsecured Commitment Parties assuming such Defaulting Commitment Party's Unsecured Backstop Commitment. If any non-defaulting Secured Commitment Party or Unsecured Commitment Party, as applicable, does not elect to assume its full *pro rata* share of the Secured Backstop Commitment or Unsecured Backstop Commitments, as applicable, of the Defaulting Commitment Party, then each non-defaulting Secured Commitment Party or Unsecured Commitment Party, as applicable, that assumed its full *pro rata* share of the Defaulting Commitment Party's Secured Backstop Commitment or Unsecured Backstop Commitment, as applicable, shall have a right, but not an obligation, for a period of two (2) days following the expiration of the period set forth in clauses (i) and (ii) above (the "**Default Over-subscription Period**"), to assume up to its *pro rata* share of the unsubscribed portion of the Defaulting Commitment Party's Secured Backstop Commitments or Unsecured Backstop Commitments, as applicable, based on the proportion of its Secured Backstop Commitments or Unsecured Backstop Commitments, as applicable, to the aggregate amount of Secured Backstop Commitments or Unsecured Backstop Commitments, as applicable, of all non-defaulting Secured Commitment Parties or Unsecured Commitment Parties, as applicable, assuming such unsubscribed portion pursuant to this sentence. In the event that following the elections described above, the non-defaulting Secured Commitment Parties or Unsecured Commitment Parties, as applicable, do not assume all of the Backstop Commitment of the Defaulting Commitment Party, any other non-defaulting Commitment Party shall have the right, but not the obligation, for a period of two (2) days following the expiration of the Default Over-subscription Period (the "**Secondary Default Period**"), to assume up to its *pro rata* share of such Defaulting Commitment Party's Backstop Commitment, based on the proportion of its Backstop Commitment to the aggregate amount of Backstop Commitments of all non-defaulting Commitment Parties assuming such Defaulting Commitment Party's Backstop Commitment that are offered an opportunity to assume such defaulting Commitment Party's Backstop Commitment pursuant to this sentence (each, a "**Secondary Default Offeree**"). If any Secondary Default Offeree does not elect to assume its full *pro rata* share of the Backstop Commitment of the Defaulting Commitment Party, then each Secondary Default Offeree that elected to assume its full *pro rata* share of the Defaulting Commitment Party's Backstop Commitment shall have a right, but not an obligation, for a period of one (1) day following the expiration of the Secondary Default Period, to assume up to its *pro rata* share of the remaining unsubscribed portion of the Defaulting Commitment Party's Backstop Commitment based on the proportion of its Backstop Commitments to the aggregate amount of Backstop Commitments of all Secondary Default Offerees assuming such remaining unsubscribed portion pursuant to this sentence. For the avoidance of doubt, any assumption of the Defaulting Commitment Party's Backstop Commitment pursuant to

this Section 4 may be in whole or in part (and need not be in whole for the assumption of any part thereof to be effective). Any Defaulting Commitment Party shall not be entitled to any portion of the Backstop Commitment Premium and the portion of the Backstop Commitment Premium otherwise payable to any Defaulting Commitment Party shall be paid *pro rata* to any Commitment Parties that assume all or a portion of the Defaulting Commitment Party's Backstop Commitment, based on the portion of the Defaulting Commitment Party's Backstop Commitment so assumed. If a Commitment Party default occurs, the Outside Date shall be delayed only to the extent necessary to allow for the foregoing notices and assumptions to be completed within the time periods set forth herein. The Parties acknowledge and agree that the expiration of the time periods set forth in this Section 4 shall not be a condition to the consummation of the transactions contemplated by this Agreement.

Section 5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. Except as set forth in the Company Disclosure Schedules delivered to the Commitment Parties on the date hereof (the "**Company Disclosure Schedules**"), the Company represents and warrants to, and agrees with, the Commitment Parties as set forth below. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement is made as of the date hereof.

(a) *Organization and Qualification*. Each of the Company and its subsidiaries is duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted in all material respects. Each of the Company and its subsidiaries is duly qualified or authorized to do business and is in good standing under the laws of each jurisdiction in which it owns or leases real property or in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing has not had, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect. The Company or a subsidiary thereof is the record and beneficial owner of and has good and valid title to all of the issued and outstanding equity ownership interest of each of the subsidiaries of the Company (the "**Subsidiary Interests**") free and clear of all liens, other than Permitted Liens (as such term is defined in the DIP Credit Agreement) or liens in connection with the Allowed Claims, and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such Subsidiary Interests other than transfer restrictions imposed by applicable Law). All of the issued and outstanding Subsidiary Interests are duly authorized, validly issued, fully paid and nonassessable (if such concepts apply). There are no: (i) outstanding securities convertible or exchangeable into Subsidiary Interests; (ii) options, warrants, phantom equity rights, notional interests, profits interests, calls, equity equivalents, restricted equity, performance equity, profit participation rights, stock appreciation rights, redemption rights or subscriptions or other rights, agreements or commitments obligating any subsidiary to issue, transfer or sell any Subsidiary Interests; (iii) voting trusts or other agreements or understandings to which any subsidiary is a party or by which any subsidiary is bound with respect to the voting, transfer or other disposition of Subsidiary Interests or (iv) outstanding obligations of the Company or any of its subsidiaries to repurchase, redeem or otherwise acquire any Subsidiary Interests. Other than

certain subsidiaries of the Company, neither the Company nor any of its subsidiaries owns or holds the right to acquire any stock, partnership interest, joint venture interest, or other equity interest in any other Person.

(b) *Power and Authority*.

(i) The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and any other agreements contemplated herein or in the Plan and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations hereunder and under any other agreements contemplated herein or in the Plan, including, to issue the Subscription Rights and, subject to the entry of the Confirmation Order and the consummation of the Plan, to issue the Rights Offering Shares, the Backstop Shares and the New Equity pursuant to the Backstop Commitment Premium. The Company has taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement and any other agreements contemplated herein or in the Plan, and following the entry of the Confirmation Order will have taken all necessary corporate action required to perform its obligations hereunder and under any other agreements contemplated herein or in the Plan, including, to issue the Subscription Rights, the Rights Offering Shares, the Backstop Shares and the New Equity pursuant to the Backstop Commitment Premium.

(ii) The Company has the requisite corporate power and authority to file the Plan with the Bankruptcy Court and, subject to entry of the Confirmation Order and consummation of the Plan, to perform its obligations thereunder, and will have taken all necessary corporate action required for the due authorization, execution, delivery and performance by it of the Plan.

(c) *Execution and Delivery; Enforceability.* This Agreement and any other agreements contemplated herein have been and will be duly and validly executed and delivered by the Company, and, subject to entry of the Backstop Commitment Agreement Order, the Confirmation Order and consummation of the Plan, each of this Agreement and any other agreements contemplated herein and the Plan constitutes or will constitute the valid and binding obligations of the Company and the Reorganized Company, as applicable, enforceable against the Company and the Reorganized Company, as applicable in accordance with its terms.

(d) *Authorized Capital.* Upon the Plan Effective Date, the authorized capital of the Reorganized Company shall be consistent with the terms of the Plan and Disclosure Statement (as defined below) and the issued and outstanding Rights Offering Shares, the Backstop Shares and the New Equity pursuant to the Backstop Commitment Premium shall be consistent with the terms of the Plan and Disclosure Statement, except, in each case, for those modifications agreed to in writing by the Company and the Required Commitment Parties.

(e) *Issuance*. The distribution of the Subscription Rights and, subject to entry of the Confirmation Order and consummation of the Plan, the issuance of the Rights Offering Shares and the Backstop Shares, including the New Equity (or Jones Act Warrants issued in lieu thereof) subscribed for by the Commitment Parties in the Rights Offering and the shares of New Equity issued pursuant to the Backstop Commitment Premium, will have been duly and validly authorized and, when such shares are issued and delivered against payment therefor in the Rights Offering or to the Commitment Parties hereunder, as applicable, will be duly and validly issued and outstanding, fully paid, non-assessable and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein, in the Plan or in the RSA, and other than liens pursuant to applicable securities laws.

(f) *No Conflict*. The distribution of the Subscription Rights, the execution and delivery of this Agreement, the filing of the Plan with the Bankruptcy Court, and, subject to entry of the Confirmation Order and consummation of the Plan, the sale, issuance and delivery of the Rights Offering Shares upon exercise of the Subscription Rights, the consummation of the Rights Offering by the Reorganized Company, the sale, issuance and delivery of the Backstop Shares pursuant to the terms hereof, the shares of New Equity issued pursuant to the Backstop Commitment Premium and compliance by it with all of the provisions of this Agreement and the Plan and the consummation of the transactions contemplated hereby and thereby: (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of the Company or any of its subsidiaries; and (iii) assuming the accuracy of the Commitment Parties' representations and warranties in Section 6, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, agency or official, including any political subdivision thereof or any federal, state, municipal, domestic or foreign court, arbitrator, or tribunal ("**Governmental Entity**") having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, except in any such case described in clause (i) or clause (iii), as has not had, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect. "**Material Adverse Effect**" means any fact, event, change, effect, development, circumstance, or occurrence that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on: (a) the business, operations, properties, assets or financial condition of the Company and its subsidiaries, in each case, taken as a whole; or (b) the ability of the Company or any of its subsidiaries, in each case taken as a whole, to perform their obligations under this Agreement, the Plan or the RSA; *provided*, that, for the purposes of clause (a) of this definition, none of the following, either alone or in combination, will constitute a Material Adverse Effect: (A) any change in the United States or foreign economies or securities or financial markets in

general (including any decline in the price of securities generally or any market or index); (B) any change that generally affects any industry in which the Company or its subsidiaries operate; (C) general business or economic conditions in any of the geographical areas in which the Company or its subsidiaries operate; (D) national or international political or social conditions, including any change arising in connection with, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions, whether commenced before or after the date hereof and whether or not pursuant to the declaration of a national emergency or war, or force majeure events or "acts of God" (excluding the COVID-19 pandemic except with respect to Sections 5(q), 5(dd), 10(h)(ii) and 10(k), with respect to which force majeure or "acts of God" shall be inclusive of the COVID-19 pandemic and resulting effects therefrom and response thereto) and force majeure events resulting or purportedly resulting therefrom; (E) changes in the market price or trading volume of the claims or equity or debt securities of the Debtors (but not the underlying facts giving rise to such changes unless such facts are otherwise excluded pursuant to the clauses contained in this definition); (F) any changes in any applicable transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity, as amended unless expressly specified otherwise ("**Law**"), or in the binding interpretation thereof; (G) any changes to U.S. GAAP (or other relevant accounting rules), or in the interpretation thereof; (H) any change resulting from the filing or pendency of or emergence from the Chapter 11 Cases, actions taken in connection with the Chapter 11 Cases, or any reasonably anticipated effects of such filing, pendency, emergence or actions, or from any action approved by the Bankruptcy Court; (I) any change resulting from the public announcement of the Chapter 11 Cases or the entry into this Agreement or the consummation of the transactions contemplated hereby (provided that the exception in this clause (I) shall not apply to Section 10(h) or to any representation or warranty contained in this Agreement, in each case to the extent that such representation or warranty relates to the consequences resulting from the public announcement of the Chapter 11 Cases, the negotiation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby); (J) any change resulting from the taking of any action taken by the Company and its subsidiaries after the date hereof with the prior written consent of the Required Commitment Parties; or (K) any effects or changes arising from or related to the breach of this Agreement by the Commitment Parties; *provided further*, that the exceptions set forth in clauses (A) through (D) of this definition shall not be regarded as exceptions to clause (a) of this definition solely if any such described event has a disproportionately adverse impact on the Company and its subsidiaries, taken as a whole, as compared to other companies in the industries in which the Company and its subsidiaries operate.

(g) *Alternative Restructuring Proposals*. As of the date hereof, neither the Company nor any of its controlled Affiliates nor, to the knowledge of the Company, any other Person is pursuing, or is in discussions or has made, nor shall there then be in effect, any Alternative Restructuring Proposal (as such term is defined in the RSA).

(h) *Arm's-Length*. The Company agrees that (a) each of the Commitment Parties is acting solely in the capacity of an arm's-length contractual counterparty with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any of its subsidiaries and (b) no Commitment Party is advising the Company or any of its subsidiaries as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

(i) *Consents and Approvals*. Assuming the accuracy of the Commitment Parties' representations and warranties in Section 6, no consent, approval, authorization, order, registration or qualification of or with any Governmental Entity having jurisdiction over the Company or any of its subsidiaries is required for the distribution of the Subscription Rights, the sale, issuance and delivery of the Rights Offering Shares upon exercise of the Subscription Rights, the issuance, sale and delivery of the Backstop Shares or the issuance and delivery of shares of New Equity pursuant to the Backstop Commitment Premium, the consummation of the Rights Offering by the Reorganized Company and the execution and delivery by the Company of this Agreement or the Plan and compliance by them with all of the provisions hereof and thereof (including payment of the Transaction Expenses of the Commitment Parties as required herein) and the consummation of the transactions contemplated hereby and thereby, except (i) the entry of the Confirmation Order and the Backstop Commitment Agreement Order, (ii) filings, if any, (w) pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (x) pursuant to any applicable requirements of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "**Securities Act**"), the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "**Exchange Act**"), and any other applicable U.S. state or federal securities laws, (y) pursuant to any applicable provisions of Section 721 of the Defense Production Act of 1950, as amended, and 31 C.F.R. Parts 800 through 802 (together, the "**DPA**"), including, if applicable, (A) the receipt of written notification from the Committee on Foreign Investment in the United States ("**CFIUS**") that (1) the transactions contemplated by this Agreement are not a "covered transaction" under the DPA or (2) CFIUS has, as applicable, (I) completed its review or investigation of any joint voluntary notice and has concluded all action under the DPA, or (II) completed its assessment of a declaration and concluded all action under the DPA, or declined to conclude all action but failed to require the submission of a joint voluntary notice, or (B) if CFIUS has sent a report to the President of the United States (the "***President***") requesting the President's decision regarding the transactions contemplated by this Agreement, then (1) a written notice is received from CFIUS announcing the President's decision not to take any action to suspend or prohibit the transactions contemplated by this Agreement, or (2) the President has not taken any action, within fifteen (15) days after the date the President received such report from CFIUS, to suspend or prohibit the transactions contemplated by this Agreement, and (z) pursuant to the National Industrial Security Program Operating Manual ("**NISPOM**") with the Defense Counterintelligence and Security Agency ("**DCSA**") and any other Cognizant Security Agency (as defined in the NISPOM), and the receipt of a request from the DCSA for the parties to submit a "Commitment Letter" signed by the Company and the Required

Commitment Parties, (I) proposing a FOCI Action Plan (as set forth in the NISPOM) and (II) permitting the Company to retain a Facility Security Clearance (as defined in the NISPOM) ("**FCL**") at the same level as the FCL currently in place, along with written approval required from any other CSA, (iii) the filing of any other documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (iv) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or "Blue Sky" laws in connection with the offer and sale of the Rights Offering Shares, the Backstop Shares and the Backstop Commitment Premium, (v) confirmation from the U.S. Coast Guard and the U.S. Maritime Administration that the transactions contemplated by this Agreement will not affect the status of the Company as a U.S. Citizen and (vi) such consents, approvals, authorizations, registrations or qualifications the absence of which have not had, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

(j) *No Undisclosed Material Liabilities*. Except as set forth on Section 5(j) of the Company Disclosure Schedules, there are no liabilities or obligations of the Company or any of its subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined or determinable, other than: (i) liabilities or obligations disclosed and provided for in the Financial Statements (as defined below), (ii) liabilities or obligations incurred in the ordinary course of business since the date of the most recent balance sheet presented in the Financial Statements (as defined below), (iii) liabilities or obligations that would not be required to be set forth or reserved for on a balance sheet of the Company or its subsidiaries (and the notes thereto) prepared in accordance with GAAP consistently applied and in accordance with past practice, or (iv) non-material liabilities or obligations; it being understood that for purposes of this clause (j), any contract, agreement or understanding with any Person providing for a payment (in cash or otherwise) in excess of $100,000 in connection with any of the transactions contemplated under the Plan, the RSA or this Agreement (other than any contract, agreement, understanding or other transaction specifically contemplated by this Agreement, the Plan, the RSA, the Management Incentive Plan, the DIP Credit Agreement and any other Definitive Documents) shall not be deemed to have been incurred in the ordinary course of business or deemed to be non-material, and shall otherwise be deemed to be required to be set forth on the Company's balance sheet for purposes of clause (iii) above notwithstanding such clause.

(k) *Financial Statements*. The (1) audited consolidated balance sheets of the Company and its consolidated subsidiaries as of December 31, 2017 and 2018, the related consolidated statements of operations, comprehensive income (loss), changes in stockholders' equity and cash flows for the year ended December 31, 2018 and the related notes thereto as filed in the Company's Annual Report on Form 10-K for such year, and (2) the unaudited consolidated balance sheets and its consolidated subsidiaries of the Company as of March 31, 2019, June 30, 2019 and September 30, 2019 and the related consolidated statements of operations, comprehensive income (loss) changes in stockholders' equity and of cash flows as filed in the Company's applicable Quarterly Reports on Form 10-Q for such quarters (collectively, the "**Financial Statements**") present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods

specified, subject to customary year-end audit adjustments and the absence of certain footnotes in the case of the unaudited quarterly financial statements. The Financial Statements have been prepared in conformity with U.S. GAAP as applied on a consistent basis throughout the periods covered thereby (except as disclosed therein).

(l) *Internal Control Over Financial Reporting*. The Company has established and maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. The Company's management concluded that the Company's internal control over financial reporting was effective as of December 31, 2018 and no changes in the Company's internal control over financial reporting occurred since December 31, 2018 that have materially affected, or were, as of those dates, reasonably likely to materially affect, the Company's internal control over financial reporting.

(m) *Disclosure Controls and Procedures*. The Company maintains disclosure controls and procedures (within the meaning of Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act) that are designed to provide reasonable assurance that information required to be disclosed in its reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management of the Company as appropriate to allow timely decisions regarding required disclosure.

(n) *No Violation*. The Company and its subsidiaries are not, except as a result of the Chapter 11 Cases, and have not since January 1, 2018 been, in violation of any applicable law or statute or any judgment, order, rule or regulation of any Governmental Entity, except for any such default or violation that has not had, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

(o) *Legal Proceedings*. Except as set forth on Section 5(o) of the Company Disclosure Schedules, other than the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, and there are no and since January 1, 2018 have not been any legal, governmental or regulatory investigations, actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case, to which the Company and its subsidiaries is, was or may be a party or to which any property of the Company and its subsidiaries is, was or may be the subject that, individually or in the aggregate, has had or would reasonably be expected to result in a Material Adverse Effect.

(p) *No Broker's Fees*. Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any other individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, associate, trust, Governmental Entity or other entity or organization (each, a "**Person**") that would give rise to a valid claim against it (other than this Agreement) or the Commitment Parties for a brokerage commission, finder's fee or like payment in

connection with the offering and sale of the Subscription Rights or the Rights Offering Shares.

(q) *Absence of Certain Changes*. Since December 31, 2018, except for the Chapter 11 Cases and any adversary proceedings or contested motions in connection therewith, no change, event, circumstance, effect, development, occurrence or state of facts has occurred or exists that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(r) *Environmental*. Except as to matters (A) that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (B) set forth on Section 5(r) of the Company Disclosure Schedules: (i) no unresolved written notice, claim, demand, request for information, order, complaint or penalty has been received by the Company or any of its subsidiaries, and there are no judicial, administrative or other actions, suits or proceedings pending or, to the knowledge of the Company, threatened, in each case which allege a violation of or liability under any Environmental Laws and relate to the Company or any of its subsidiaries, (ii) the Company and each of its subsidiaries is in compliance with Environmental Law and has obtained, maintains in full force and effect, and is in compliance with all material permits, licenses and other approvals currently required under any Environmental Law for conduct of its business as presently conducted by the Company and each of its subsidiaries, and (iii) to the knowledge of the Company, no Hazardous Materials have been released by the Company or any of its subsidiaries at any location in a manner that would reasonably be expected to give rise to any cost, liability or obligation of the Company or any of its subsidiaries under any Environmental Laws. For purposes of this Agreement, "**Environmental Law**" means all applicable foreign, federal, state and local conventions, treaties, protocols, laws, statutes, rules, regulations, ordinances, orders and decrees in effect on the date hereof relating in any manner to contamination, pollution or protection of the environment or exposure to Hazardous Materials, and "**Hazardous Materials**" means all materials, substances, chemicals, or wastes (or combination thereof) that are listed, defined, designated, regulated or classified as hazardous, toxic, radioactive, dangerous, a pollutant, a contaminant, petroleum, or oil under any Environmental Law.

(s) *Insurance*. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and each of its subsidiaries, as applicable, has insured its respective properties and assets against such risks and in such amounts as are consistent with past practice or are customary for similarly situated companies engaged in similar businesses, and (ii) all premiums due and payable in respect of material insurance policies maintained by the Company and its subsidiaries have been paid. As of the date hereof, to the knowledge of the Company, neither the Company nor any of its subsidiaries has received written notice from any insurer or agent of such insurer with respect to any material insurance policies of the Company or any of its subsidiaries of cancellation or termination of such policies, other than such notices which are received in the ordinary course of business or for policies that have expired in accordance with their terms.

(t) *Intellectual Property*. Except, in each case, as set forth on Section 5(t) of the Company Disclosure Schedules or where the failure of such statement to be correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Company and its subsidiaries own, or possess the right to use, all of the patents, patent rights, trademarks, service marks, trade names, copyrights, licenses, domain names, and any and all applications or registrations for any of the foregoing (collectively, "**Intellectual Property Rights**") that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other person, (ii) to the knowledge of the Company, neither the Company and its subsidiaries nor any Intellectual Property Right, proprietary right, product, process, method, substance, part, or other material now employed, sold or offered by the Company and its subsidiaries, is infringing upon, misappropriating or otherwise violating any valid Intellectual Property Rights of any person, and (iii) no claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Company, threatened.

(u) *No Undisclosed Relationship*. Except for the employment agreements with executive officers set forth on Section 5(u) of the Company Disclosure Schedule, the Consulting Agreement with Larry D. Hornbeck, the Facilities Use Agreement relating to use of the Hornbeck Executive Conference Center, other employment relationships and compensation, benefits and travel advances in the ordinary course of business, or as otherwise set forth on Section 5(u) of the Company Disclosure Schedules, neither the Company nor any of its subsidiaries is a party to any agreement with, or involving the making of any payment or transfer of assets to, any (i) stockholder beneficially owning greater than 5% of the Company, (ii) officer or director of the Company or any of its subsidiaries or (iii) member of the immediate family of any individual referenced in clauses (i) or (ii) (each, a "**Related Party**" and each such agreement, an "**Affiliate Agreement**"). Except for the Hornbeck Family Assets (as defined in the RSA), no Related Party has any right, title or interest in, to or under any assets or other property, real or personal or mixed, tangible or intangible, used or operated by the Company or any of its subsidiaries in connection with its business.

(v) *Money Laundering Laws*. The operations of the Company and its subsidiaries are, and have been at all times since January 1, 2018, conducted in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transactions Reporting Act of 1970, the money laundering statutes of all jurisdictions in which the Company and its subsidiaries operate (and the rules and regulations promulgated thereunder) and any related or similar laws and there has been no material legal proceeding by or before any Governmental Entity or any arbitrator involving the Company or any of its subsidiaries with respect to such laws and no material legal proceeding with respect to such laws is pending or, to the knowledge of the Company, threatened.

(w) *Sanctions Laws*. Neither the Company and its subsidiaries nor, to the knowledge of the Company, any of their respective directors, officers, employees or other Persons acting on their behalf with express authority to so act are currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Company and its subsidiaries will not directly or knowingly indirectly

use the proceeds of the Rights Offering, or lend or contribute such proceeds to any subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person that, to the knowledge of the Company and its subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

(x) *Foreign Corrupt Practices Act*. To the knowledge of the Company, there have been no actual or alleged material violations of the Foreign Corrupt Practices Act of 1977, as amended, nor any applicable anti-corruption or anti-bribery laws in any jurisdiction other than the United States, in each case, since January 1, 2018, by the Company and its subsidiaries or any of their respective officers, directors, agents, distributors, employees or any other Person acting on behalf of the Company or any of its subsidiaries.

(y) *Tax Matters*.

(i) Except as has not had, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect (and except, with respect to the Debtors only, to the extent the non-payment thereof is permitted by the Bankruptcy Code), each of the Company and its respective subsidiaries has paid all income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfalls profits, customs duties, capital stock, franchise, profits, withholding, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other taxes levied by a Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, including interest and penalties thereon ("**Taxes**") imposed on it or its assets, business or properties, or, to the extent not yet due, such Taxes have been accrued and fully provided for in accordance with generally accepted accounting principles. Except as has not had, and would not reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect, each of the Company and its subsidiaries has timely filed, or filed appropriate extensions for, all returns, information statements or reports required to be filed with any Governmental Entity with respect to Taxes.

(ii) There are no material Liens for Taxes on any asset of the Company or any of its subsidiaries other than liens for Taxes not yet delinquent or for Taxes contested in good faith by appropriate proceedings and for which adequate accruals have been made with respect thereto in accordance with U.S. GAAP.

(iii) Neither the Company nor any of its subsidiaries is a party to any material Tax allocation or Tax sharing agreement with any third party (other than an agreement, the principal purpose of which is not the sharing, assumption or indemnification of Tax). Neither the Company nor any of its subsidiaries has any liability for any material amount of Taxes of any other Person or entity (other than the Company or any of its subsidiaries), either by operation of law, by contract or as a transferee or successor.

(iv) Except as set forth on Section 5(y)(iv) of the Company Disclosure Schedules, as of the date hereof, there is no outstanding audit, assessment, or claim concerning any material Tax liability of the Company or any of its subsidiaries and neither the Company nor any of its subsidiaries has received from any Governmental Entity any written notice regarding any contemplated or pending audit, examination or other administrative proceeding or court proceeding concerning any material amount of Taxes imposed thereon.

(v) All material Taxes that the Company or any of its subsidiaries was required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable.

(vi) Neither the Company nor any of its subsidiaries has been included in any "consolidated," "unitary" or "combined" tax return provided for under any law with respect to Taxes for any taxable period for which the statute of limitations has not expired (other than a group of which the Company and/or its current or past subsidiaries are or were the only members).

(vii) Neither the Company nor any of its subsidiaries has been requested in writing, and, to the knowledge of the Company, there are no claims against the Company or any of its subsidiaries, to pay any liability for Taxes of any Person (other than the Company or any of its subsidiaries) that is material to the Company or any of its subsidiaries, arising from the application of Treasury Regulation Section 1.1502-6 or any analogous provision of state, local or foreign law, or as a transferee or successor.

(viii) Neither the Company nor any of its subsidiaries has been either a "distributing corporation" or a "controlled corporation" in a distribution occurring during the last five years in which the parties to such distribution treated the distribution as one to which Section 355 of the Code is applicable.

(z) *Title to Property*.

(i) *Personal Property*. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (A) the Company and its subsidiaries have good title to, free and clear of any and all Liens (other than Permitted Liens), or a valid leasehold interest in, all personal properties, machinery, equipment and other tangible assets of the business necessary for the conduct of the business as presently conducted by the Company and its subsidiaries and (B) such properties, (x) are, except for the vessels set forth on Section 5(z)(i)(B)(x) of the Company Disclosure Schedule, in the possession or control of the Company or its subsidiaries; and (y) (except with respect to Stacked Vessels) are in good and operable condition and repair, reasonable wear and tear excepted. For purposes of this Agreement, "**Lien**", "**Permitted Liens**" and

"**Stacked Vessels**" shall have the respective meanings given to those terms in the DIP Credit Agreement.

(ii) *Leased Real Property*. The Company and its subsidiaries have complied with all obligations under all leases (as may be amended from time to time) to which it is a party that have not been rejected in the Chapter 11 Cases, except where the failure to comply has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and all such leases are in full force and effect (except to the extent subject to applicable to bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except leases in respect of which the failure to be in full force and effect have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its subsidiaries enjoy peaceful and undisturbed possession under all such leases, other than leases in respect of which the failure to enjoy peaceful and undisturbed possession have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(aa) *Labor Relations*. There is no labor or employment-related legal proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries, by or on behalf of any of their respective employees or such employees' labor organization, works council, workers' committee, union representatives or any other type of employees' representatives appointed for collective bargaining purposes, or by any Governmental Entity having jurisdiction over the Company or any of its subsidiaries or any of their respective properties or employees, that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as would not be material to the Company and its subsidiaries, taken as a whole, (i) each of the Company and its subsidiaries has complied and is currently in compliance with all laws and legal requirements in respect of personnel, employment and employment practices; (ii) all service providers of each of the Company and its subsidiaries are correctly classified as employees, independent contractors, or otherwise for all purposes (including any applicable tax and employment policies or law); and (iii) the Company and its subsidiaries have not and are not engaged in any unfair labor practice.

(bb) *Employee Benefit Plans*.

(i) None of the Company, its subsidiaries, or any of their ERISA Affiliates sponsor, maintain, contribute to, or has an obligation to contribute to, or has, or could be reasonably expected to have, any liability with respect to any Multiemployer Plan or a plan that is subject to Title IV of ERISA. The Deferred Compensation Liabilities of each Company Benefit Plan or Foreign Plan that is a non-qualified deferred compensation plan, including any supplemental retirement plan, do not exceed the Deferred Compensation Assets of such plan.

(ii) Except as otherwise disclosed to advisors for the Required Commitment Parties prior to the date hereof or as set forth on Section 5(bb) of the

Company Disclosure Schedules, none of the Company or any of its subsidiaries has established, sponsored or maintained, or has any liability with respect to, any employee pension defined benefit plan or other material employee benefit plan, program, policy, agreement or arrangement governed by or subject to the Laws of a jurisdiction other than the United States of America (a "**Foreign Plan**"). No Foreign Plan has unfunded liabilities.

(iii) None of the Company Benefit Plans or Foreign Plans obligates the Debtors to provide retiree or post-employment health or life insurance or benefits, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar Law for which the covered Person pays the full cost of coverage.

(iv) For purposes of this Agreement, the following terms have the following meanings:

(1) "**Company Benefit Plan**" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), other than a Foreign Plan or a Multiemployer Plan, established by, maintained or contributed to or required to be contributed to by the Company or any of its subsidiaries or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any of their respective ERISA Affiliates, or with respect to which the Company or any of its subsidiaries has any actual or contingent liability.

(2) "**Deferred Compensation Asset**" means any amounts in a Rabbi trust or the cash surrender value, as of the date hereof, of any whole life insurance policies covering participants in any non-qualified plan, in each case which are intended to secure the funding of account balances under any non-qualified deferred compensation plan, including any supplemental retirement plan.

(3) "**Deferred Compensation Liability**" means the amount, as of immediately prior to the date hereof, of all distributions that may become payable in respect of any non-qualified deferred compensation plan, including any supplemental retirement plan, and account balances thereunder.

(4) "**ERISA Affiliate**" means any trade or business (whether or not incorporated) that, together with the Company or any of its subsidiaries, is, or at any relevant time during the past six years was, treated as a single employer under any provision of Section 414 of the Code.

(5) "**Multiemployer Plan**" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any the Company or any ERISA Affiliate is making or accruing an obligation to make contributions, has within any of the preceding six plan years made or accrued an

obligation to make contributions, or each such plan with respect to which any such entity has any actual or contingent liability or obligation.

(cc) *Licenses and Permits*. The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Governmental Entities that are necessary for the ownership or lease of their respective properties and the conduct of their business as presently conducted by the Company and its subsidiaries, in each case, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Company and its subsidiaries (i) have not received written notice of any revocation or modification of any such license, certificate, permit or authorization or (ii) have no reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(dd) *Material Contracts.*

(i) All Material Contracts are valid, binding and enforceable by and against the Company and its subsidiaries, as applicable (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity), except where the failure to be valid, binding or enforceable has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and no written notice to terminate, in whole or part, any Material Contract has been delivered to the Company and its subsidiaries except where such termination has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Other than as a result of the filing of the Chapter 11 Cases, neither the Company and its subsidiaries nor, to the knowledge of the Company and its subsidiaries, any other party to any Material Contract, is in default or breach under the terms thereof except, in each case, for such instances of default or breach that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For purposes of this Agreement, "**Material Contract**" means any contract necessary for the operation of the business of the Company and its subsidiaries as presently conducted by the Company and its subsidiaries that is a "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K or required to be disclosed on a current report on Form 8-K).

(ee) *Jones Act Compliance*. Since January 1, 2018, each of (x) the Company, (y) any subsidiary which owns, bareboat charters or operates any vessel documented under the laws of the United States with a coastwise endorsement ("**U.S. Vessel**") for the purposes of the carriage or transport of merchandise and/or other materials in the coastwise trade of the United States of America within the meaning of 46 U.S.C. Chapter 551 as now in effect and as the same may be from time to time amended ("**U.S. Coastwise Trade**"), and (z) any subsidiary (i) having an ownership interest in any subsidiary which owns, operates or bareboat charters any U.S. Vessel engaged in the U.S. Coastwise Trade and (ii) which the Company relies upon to establish that the ownership, bareboat charter or operation of such

U.S. Vessel complies with the U.S. Citizen requirements of the Jones Act, has been and is a U.S. Citizen.

(ff) *U.S. Coastwise Trade*. All U.S. Vessels owned, bareboat chartered or operated by the Company and its subsidiaries are, and have since January 1, 2017 been eligible and qualified to operate in the U.S. Coastwise Trade in compliance with the Jones Act.

(gg) *Takeover Statutes.* No restrictions contained in any "fair price," "moratorium," "control share acquisition," "business combination" or other similar antitakeover statute or regulation (including Delaware General Corporation Law Section 203) is applicable to this Agreement, the Backstop Commitment and other transactions contemplated by this Agreement.

(hh) *Investment Company Act*. Neither the Company nor any of its subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

Section 6. REPRESENTATIONS AND WARRANTIES OF THE COMMITMENT PARTIES. Each of the Commitment Parties severally represents and warrants to, and agrees with, the Company as set forth below. Each representation, warranty and agreement is made as of the date hereof.

(a) *Formation*. Such Commitment Party has been duly organized or formed, as applicable, and is validly existing as a corporation or other entity in good standing under the applicable laws of its jurisdiction of organization or formation.

(b) *Power and Authority*. Such Commitment Party has the requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary action required for the due authorization, execution, delivery and performance by it of this Agreement.

(c) *Execution and Delivery*. This Agreement has been duly and validly executed and delivered by such Commitment Party and constitutes its valid and binding obligation, enforceable against such Commitment Party in accordance with its terms.

(d) *Securities Laws Compliance*. The New Equity (or Jones Act Warrants issued in lieu thereof) subscribed for by the Commitment Parties in the Rights Offering, the Backstop Shares and the shares of New Equity issued pursuant to the Backstop Commitment Premium (collectively, the "**Commitment Party Shares**") will not be offered for sale, sold or otherwise transferred by such Commitment Party except pursuant to an effective registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act and any applicable state securities laws.

(e) *Purchase Intent*. Such Commitment Party is acquiring the Commitment Party Shares for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such Commitment Party Shares or any part thereof. Such Commitment Party understands that such

Commitment Party must bear the economic risk of this investment indefinitely, unless the Commitment Party Shares are registered pursuant to the Securities Act and any applicable state securities or Blue Sky laws or an exemption from such registration is available, and further understands that it is not currently contemplated that the issuance of any Commitment Party Shares will be registered.

(f) *Investor Status*. Such Commitment Party is an Accredited Investor or a QIB. Such Commitment Party understands that the Commitment Party Shares are being offered and sold to such Commitment Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Reorganized Company is relying upon the truth and accuracy of, and such Commitment Party's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Commitment Party set forth herein in order to determine the availability of such exemptions and the eligibility of such Commitment Party to acquire Commitment Party Shares. Such Commitment Party has such knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the Commitment Party Shares. Such Commitment Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such shares for an indefinite period of time). Except for the representations and warranties expressly set forth in this Agreement, such Commitment Party has independently evaluated the merits and risks of its decision to enter into this Agreement and disclaims reliance on any representations or warranties, either express or implied, by or on behalf of the Reorganized Company or any financial advisor or investment banker to any of the Parties.

(g) *No Conflict*. Assuming the consents referred to in Section 6(h) are obtained, the execution and delivery by such Commitment Party of this Agreement, the compliance by such Commitment Party with all provisions hereof and the consummation of the transactions contemplated hereunder (i) will not conflict with or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent expressly provided in or contemplated by the Plan, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Commitment Party is a party or by which such Commitment Party is bound or to which any of their properties or assets is subject; (ii) will not result in any violation of the provisions of the organizational documents of such Commitment Party; and (iii) assuming the accuracy of the Company's representations and warranties in Section 5, will not result in any violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any Governmental Entity having jurisdiction over such Commitment Party or any of their properties, except in any such case described in clause (i) or clause (iii), as has not had, and would not reasonably be expected to result in, individually or in the aggregate, a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement, the Plan or the RSA.

(h) *Consents and Approvals*. Assuming the accuracy of the Company's representations and warranties in Section 5, no consent, approval, authorization, order,

registration or qualification of or with any Governmental Entity having jurisdiction over such Commitment Party or any of its properties is required for the purchase of the Commitment Party Shares by the Commitment Parties hereunder and the execution and delivery by such Commitment Party of this Agreement and performance of and compliance by it with all of the provisions hereof and thereof (and the consummation of the transactions contemplated hereby and thereby), except (i) the entry of the Confirmation Order, (ii) filings, if any, pursuant to the HSR Act and the expiration or termination of all applicable waiting periods thereunder or any applicable notification, authorization, approval or consent under any other Antitrust Laws in connection with the transactions contemplated by this Agreement, (iii) filings, if any, pursuant to the DPA, including, if applicable, (A) the receipt of written notification from CFIUS that (1) the transactions contemplated by this Agreement are not a "covered transaction" under the DPA or (2) CFIUS has (I) completed its review or investigation of any joint voluntary notice and has concluded all action under the DPA, or (II) completed its assessment of a declaration and concluded all action under the DPA, or declined to conclude all action but failed to require the submission of a joint voluntary notice, or (B) if CFIUS has sent a report to the President requesting the President's decision regarding the transactions contemplated by this Agreement, then (1) a written notice is received from CFIUS announcing the President's decision not to take any action to suspend or prohibit the transactions contemplated by this Agreement, or (2) the President has not taken any action, within fifteen (15) days after the date the President received such report from CFIUS, to suspend or prohibit the transactions contemplated by this Agreement, (iv) filings, if any, pursuant to the NISPOM with the DCSA and any other Cognizant Security Agency, and the receipt of a request from the DCSA for the parties to submit a "Commitment Letter" signed by the Company and the Required Commitment Parties (I) proposing a FOCI Action Plan and (II) permitting the Company to retain a FCL at the same level as the FCL currently in place, along with written approval required from any other CSA, (v) the filing of any other corporate documents in connection with the transactions contemplated by this Agreement with applicable state filing agencies, (vi) such consents, approvals, authorizations, registrations or qualifications as may be required under foreign securities laws, federal securities laws or state securities or Blue Sky laws in connection with the offer and sale of the Rights Offering Shares, the Backstop Shares and the Backstop Commitment Premium, (vii) confirmation from the U.S. Coast Guard and the U.S. Maritime Administration that the transactions contemplated by this Agreement will not affect the status of the Company as a U.S. Citizen and (viii) such consents, approvals, authorizations, registrations or qualifications the absence of which have not had, and would not reasonably be expected to result in, individually or in the aggregate, a material adverse effect on the ability of such Commitment Party to perform its obligations under this Agreement, the Plan or the RSA.

(i) *Sufficiency of Funds*. Such Commitment Party will have sufficient immediately available funds to make and complete the payment of the aggregate purchase price for such Commitment Party's Commitment Party Shares on the Funding Deadline.

(j) *No Brokers Fee*. Such Commitment Party is not a party to any contract with any Person that would give rise to a valid claim against any of the Debtors for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Commitment Party Shares.

(k) *Beneficial Ownership*. As of the date hereof, such Commitment Party and its Affiliates were, collectively, the beneficial owner (or investment advisor or manager for the beneficial owner) of the aggregate principal amount of Eligible Claims set forth opposite its name on **Schedule 1**, has full power to vote and dispose thereof, and has not entered into any agreement to transfer the foregoing where such transfer would prohibit such Commitment Party from complying with its obligations hereunder or under the Plan or the RSA.

Section 7. ADDITIONAL COVENANTS OF THE COMPANY. The Company agrees with the Commitment Parties as follows:

(a) *Plan and Disclosure Statement*. The Company shall: (i) file on the Petition Date, the Plan and a related disclosure statement (the "**Disclosure Statement**") with the Bankruptcy Court, each in form and substance reasonably acceptable to the Required Commitment Parties or as otherwise approved pursuant to the terms of the RSA, it being understood that the Plan and Disclosure Statement distributed to creditors on May 13, 2020 are reasonably acceptable to the Required Commitment Parties and consistent in all material respects with the RSA; and (ii) seek the entry of a Confirmation Order by the Bankruptcy Court, in form and substance acceptable to the Required Commitment Parties and the Company, pursuant to the terms set forth in the RSA. The Company will, not later than five (5) Business Days prior to the filing thereof, provide draft copies of all Definitive Documents (as defined in the RSA) to counsel to the Commitment Parties; *provided*, that if five (5) Business Days in advance is not reasonably practicable, such Definitive Document shall be delivered as soon as reasonably practicable prior to filing.

(b) *Motion to Approve this Agreement*. The Company shall (i) as soon as practicable after the Petition Date (but in no event more than three (3) Business Days thereafter) file a motion to seeking entry of the Backstop Commitment Agreement Order, which motion may be a motion seeking scheduling of the confirmation hearing and shall be in form and substance reasonably acceptable to the Required Commitment Parties or as otherwise approved pursuant to the terms of the RSA; and (ii) use its best efforts to obtain the entry of by the Bankruptcy Court of the Backstop Commitment Agreement Order, to be entered no later than forty-five (45) days after the Petition Date.

(c) *Support of the Plan*. The Company agrees that, for the duration of the Agreement Effective Period (as defined in the RSA), the Company shall, and shall cause each of its subsidiaries included in the definition of "Company Parties" in the RSA, to use commercially reasonable efforts to (i) obtain approval of the Plan and consummate the Restructuring Transactions (as defined in the RSA), including timely filing any objection or opposition to any motion filed with the Bankruptcy Court seeking the entry of an order modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization, directing the appointment of an examiner with expanded powers or a trustee, converting the Chapter 11 Cases or for relief that (A) is inconsistent with the RSA in any respect or (B) would, or would reasonably be expected to, frustrate the purposes of the RSA, including by preventing the consummation of the Restructuring Transactions and (ii) obtain orders of the Bankruptcy Court in respect of the Restructuring Transactions.

(d) *Rights Offering*. The Company shall effectuate the Rights Offering in accordance with the Plan and the Rights Offering Procedures in all material respects (it being understood and agreed that any modifications that affect or impact the treatment of or distributions to claims, DIP Exit Backstop Premium, Backstop Commitment Premium, the economic terms, including the Backstop Commitment Percentages, under this Agreement, the *pro forma* capital structure of the Reorganized Company, economic terms of the New Equity (or Jones Act Warrants issued in lieu thereof), or the means of implementation of the Plan, in each case shall be deemed to be material).

(e) *Form D and Blue Sky*. The Reorganized Company shall timely file a Form D with the SEC with respect to the Commitment Party Shares, to the extent required under Regulation D of the Securities Act. The Reorganized Company shall, on or before the Plan Effective Date, take such action as it shall reasonably determine is necessary in order to obtain an exemption for, or to qualify for sale or issuance to the Commitment Parties the Commitment Party Shares under applicable securities and "blue sky" laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions. The Reorganized Company shall timely make all filings and reports relating to the offer and sale of the Commitment Party Shares required under applicable securities and "blue sky" laws of the states of the United States following the Plan Effective Date. The Reorganized Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 7(e).

(f) *4(a)(2) Share Legend*. Each certificate evidencing New Equity or Jones Act Warrants issued pursuant to the applicable Rights Offering Procedures, without registration in reliance upon the exemption provided under Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, including any New Equity or Jones Act Warrants that may be issued in satisfaction of the Backstop Commitment Premium, and each certificate issued in exchange for or upon the transfer of any such shares or warrants, shall be stamped or otherwise imprinted with a legend (the "**Legend**") in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [DATE OF ISSUANCE] AND SUCH SECURITIES [AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF SUCH SECURITIES] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

In the event that any such shares or warrants are uncertificated, such shares or warrants shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by the Reorganized Company or agent and the term "Legend" shall include such restrictive notation.

(g) *Backstop Shares*. The Company, in consultation with counsel for the Commitment Parties, shall determine the amount of Backstop Shares, if any, and, in good

faith, provide a Funding Notice that accurately reflects the amount of Backstop Shares as so determined and to provide to the Commitment Parties a certification by the Subscription Agent of the Backstop Shares or, if such certification is not available, such written backup to the determination of the Backstop Shares as the Commitment Parties may reasonably request.

(h) *Regulatory Approvals*. Except as set forth in this Agreement or with the prior written consent of the Required Commitment Parties, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Company and each of its subsidiaries shall use reasonable efforts to reasonably promptly take all actions and prepare and file all necessary documentation (including by reasonably cooperating with the Commitment Parties as to the appropriate time of filing such documentation and its content and requesting early termination of any waiting period associated with any filing pursuant to the HSR Act) and to effect all applications that are necessary in connection with seeking any governmental approval, exemption or authorization from any Governmental Entity, including under any Antitrust Laws, the NISPOM or the DPA, that are necessary or advisable (as determined by the Debtors and the Required Commitment Parties) to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, the Company and its subsidiaries will reasonably cooperate with the Commitment Parties in preparing and filing all necessary documentation and to effect all applications that are necessary in connection with seeking any governmental approval, exemption or authorization from any Governmental Entity. To the extent permitted by applicable law, the Company shall reasonably promptly notify the Commitment Parties (and furnish to them copies of, if requested) of any material communications from Governmental Entities and shall not participate in any substantive meeting with any such authority unless, to the extent practicable, it consults with the Commitment Parties in advance to the extent permitted by applicable law and gives the Commitment Parties a reasonable opportunity to attend and participate thereat. The Company and each of its subsidiaries shall not take any action that is intended or reasonably likely to materially impede or delay the ability of the parties hereto to obtain any necessary approvals required for the transactions contemplated by this Agreement.

For purposes of this Agreement, "**Antitrust Laws**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "**HSR Act**") and any similar law enforced by any governmental antitrust entity of any jurisdiction (including the Mexican Federal Economic Competition Commission (*Comisión Federal de Competencia Económica*)) regarding pre-acquisition notifications for the purpose of competition reviews of mergers and acquisitions, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and all other applicable laws that are designed or intended to prohibit, restrict or regulate actions or transactions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition or effectuating foreign investment.

(i) *Conduct of Business*. Except as set forth in the Plan, the RSA, herein or with the prior consent of the Required Commitment Parties (not to be unreasonably withheld),

the Company shall, and shall cause its subsidiaries to, (i) carry on its business in the ordinary course (except to the extent inconsistent with the Bankruptcy Code or the DIP Credit Agreement) and in compliance with all applicable Laws in all material respects, (ii) use commercially reasonable efforts to implement the Business Plan (as defined below) and, unless inconsistent with the Business Plan, preserve intact their material business organization, (iii) use commercially reasonable efforts to keep available the services of their current senior executive officers and key employees, and (iv) use commercially reasonable efforts to preserve their material relationships with customers, suppliers, lessors, licensors, licensees, distributors and others having material business dealings with the Company or its subsidiaries in connection with its business. Except (i) with the prior consent of the Required Commitment Parties (not to be unreasonably withheld) or (ii) as expressly provided in the Plan, the RSA or herein, from and after the date hereof until the Plan Effective Date, the Company shall not, and shall cause its subsidiaries not to:

(i) enter into any acquisition, merger with or other change of control of another business or any assets to the extent prohibited under the DIP Credit Agreement regardless of whether or not such DIP Credit Agreement is yet or remains in effect;

(ii) dispose of any assets to the extent prohibited under the DIP Credit Agreement regardless of whether or not such DIP Credit Agreement is yet or remains in effect;

(iii) give effect to any material changes to the Company's business plan underlying the Financial Projections attached as Exhibit J to the Disclosure Statement (the "**Business Plan**");

(iv) enter into, or materially amend or modify, or terminate any Material Contract, other than as described in the Business Plan;

(v) (A) enter into any new employee incentive plan, employee retention plan or similar arrangement, or any new or amended agreement regarding employee compensation, deferred compensation or severance or termination arrangements, other than (x) as required pursuant to the terms of any existing employee benefit or compensation plan or contract, (y) in the case of any non-executive employee, in the ordinary course of business consistent with past practice or (z) as agreed in connection with the RSA, (B) increase the compensation, bonus opportunity or other benefits payable to any of their respective directors, officers, employees or individual independent contractors (including former directors, officers, employees or individual independent contractors) or (C) grant any change in control, severance or termination pay to (or amend any existing arrangement with) any of their respective directors, officers, employees or individual independent contractors (including former directors, officers, employees or individual independent contractors) other than severance or termination pay in the ordinary course of business consistent with past practice for terminated employees in exchange for a general release of claims or other customary covenants;

(vi) give effect to a capital expenditure contracted for following the date hereof that is not expressly contemplated in the Business Plan;

(vii) enter into any Affiliate Agreements, except to the extent not prohibited by the DIP Credit Agreement regardless of whether or not such DIP Credit Agreement is yet or remains in effect;

(viii) declare, set aside or pay any dividends or purchase, redeem, or otherwise acquire, except in connection with the Plan, any shares of its capital stock, except to the extent not prohibited by the DIP Credit Agreement regardless of whether or not such DIP Credit Agreement is yet or remains in effect;

(ix) issue, deliver, grant, sell, pledge or otherwise encumber any of its capital stock or any convertible securities into its capital stock or any of its assets, except to the extent required by the DIP Credit Agreement, to the extent required by the Bankruptcy Court or to the extent not prohibited by the DIP Credit Agreement regardless of whether or not such DIP Credit Agreement is yet or remains in effect;

(x) make, change or rescind any material election relating to Taxes, change the classification for income tax purposes of the Company or any of its subsidiaries, change any accounting period for tax purposes, file any material amended Tax return, settle any audit or other proceeding relating to a material Tax, surrender any right to claim a material refund of Taxes, seek any Tax ruling from any taxing authority or take any other action, or fail to take an action, if such action or failure would reasonably be expected to result in, individually or in the aggregate, material adverse Tax consequences with respect to a taxable period (or any part of a taxable period) after the Plan Effective Date;

(xi) become a party to, establish, adopt, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization;

(xii) amend its articles of incorporation, bylaws or other similar organizational documents (whether by merger, consolidation or otherwise), other than as contemplated by this Agreement, the Plan, the RSA or the other transactions contemplated thereby or as approved by the Bankruptcy Court;

(xiii) make any loans, advances or capital contributions to, or investments in, any other Person, except to the extent not prohibited by the DIP Credit Agreement regardless of whether or not such DIP Credit Agreement is yet or remains in effect;

(xiv) settle any material litigation, investigation, arbitration, proceeding or other claim involving or against the Company or any of its subsidiaries, except to the extent permitted by the DIP Credit Agreement regardless of whether or not such DIP Credit Agreement is yet or remains in effect; or

(xv) except as permitted above, agree, resolve or commit to do any of the foregoing.

(j) *Access to Information*. The Company and each of its subsidiaries shall (i) afford the Commitment Parties and their respective representatives, upon the reasonable request and notice of at least three (3) Business Days, a status call with senior management of the Company and its subsidiaries and (ii) during such period, furnish promptly to such parties all reasonable information concerning the Company and its subsidiaries' business and properties as may reasonably be requested by any such party, such information to be consistent with the information required to be provided pursuant to the DIP Credit Agreement, and directly related to a stated purpose for such request, *provided* that the foregoing shall not require the Company (x) to disclose any legally privileged information of the Company or (y) to violate any applicable laws or orders.

(k) [Reserved]

(l) *Alternative Restructuring Transactions*.

(i) Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 7(l)(ii), the Company and its subsidiaries and its and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives, shall have the right to receive and discuss and/or analyze Alternative Restructuring Proposals, but none of the Company or its subsidiaries shall request or authorize any of the foregoing to solicit an Alternative Restructuring Proposal, offer, indication of interest or inquiry for one or more Alternative Restructuring Proposals; *provided*, that if the Company or any of its subsidiaries, receives an unsolicited Alternative Restructuring Proposal, then the Company shall (A) within one (1) Business Day of receiving such proposal, provide counsel to the Commitment Parties with all documentation received in connection with such Alternative Restructuring Proposal, which shall be subject to professional eyes only unless otherwise authorized by the Company; (B) provide counsel to the Commitment Parties with regular updates as to the status and progress of such Alternative Restructuring Proposal; (C) respond promptly to reasonable information requests and questions from counsel to the Commitment Parties relating to such Alternative Restructuring Proposal; and (D) if the Company or any of its subsidiaries decides, in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal in accordance with Section 7(l)(ii), the Company shall give prompt written notice (with email being sufficient) thereof to the Commitment Parties.

(ii) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require the Company (including in its capacity as a Debtor) or any of its subsidiaries or the Governing Body (as such term is defined in the RSA) of the Company or any of its subsidiaries, or its or their respective directors, managers, and officers, to take any action or to refrain from taking any action to the extent such person or persons determines, based on the advice of counsel, that taking or failing to take such action (including, without limitation, the termination

of this Agreement under Section 13) would be inconsistent with applicable Law or its or their respective fiduciary obligations under applicable Law. The Company or its subsidiaries shall give prompt written notice to the Commitment Parties of any determination made in accordance with this Section 7(l). This Section 7(l) shall not impede any Party's right to terminate this Agreement pursuant to Section 13 of this Agreement, including on account of any action or inaction the Company or any of its subsidiaries or a Governing Body of the Company or its subsidiaries may take pursuant to this Section 7(l).

(iii) Nothing in this Agreement shall: (a) impair or waive the rights of the Company or any of its subsidiaries to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent the Company from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

(m) *U.S. Coastwise Trade*. Each of (x) the Company, (y) any subsidiary which owns, bareboat charters or operates, or will own, bareboat charter or operate, any U.S. Vessel engaged in the U.S. Coastwise Trade, and (z) any subsidiary (i) having an ownership interest in any subsidiary which owns, bareboat charters or operates, or will own, bareboat charter or operate, any such U.S. Vessel and (ii) which the Company relies upon to establish that such U.S. Vessel is or will be owned, bareboat chartered or operated in compliance with the U.S. Citizen requirements of the Jones Act shall be, and at all times at which such entity shall own, bareboat charter or operate any such U.S. Vessel, or shall have an ownership interest in any subsidiary which owns, bareboat charters or operates any such U.S. Vessel, as the case may be, shall remain a U.S. Citizen.

(n) *U.S. Vessel Operation and Registration*.

(i) The Company and its subsidiaries will: (y) maintain each U.S. Vessel owned by it, other than vessels identified as undocumented or planned for re-flagging in each case, as provided on Section 7(n)(i) of the Company Disclosure Schedules, documented in its name under the laws and flag of the United States with a coastwise endorsement, and not do, omit to do or allow to be done anything as a result of which such documentation and coastwise endorsement might be cancelled or imperiled; and (z) except in the ordinary course, not change the name of any U.S. Vessel owned by it.

(ii) Except with respect to Stacked Vessels and vessels set forth on Section 7(n)(ii) of the Company Disclosure Schedule, the Company and its subsidiaries shall keep each U.S. Vessel owned by it in a good and safe condition and state of repair in all material respects: (w) consistent with standards generally followed in the domestic offshore supply vessel industry (ordinary wear and tear excepted); (y) so as to comply with all Laws applicable to such U.S. Vessel; and (z) with all Operating Certificates required for the operation of such U.S. Vessel in full force and effect based on the use of the U.S. Vessel.

(iii) Neither the Company nor any subsidiary will cause or permit any U.S. Vessel (or any other vessel it owns or operates) to be operated in any manner contrary to Law or engage in any unlawful trade or violate any Law or carry any cargo that will expose any such U.S. Vessel or vessel to penalty, confiscation, forfeiture, capture or condemnation that, in each case, would reasonably be expected to result in, individually or in the aggregate, a Material Adverse Effect.

(iv) For purposes of this Agreement, "**Operating Certificates**" means, with respect to a U.S. Vessel, to the extent required by applicable Law based on the use of such U.S. Vessel: (A) a Certificate of Inspection issued by the U.S. Coast Guard; (B) a load line certificate; (C) a tonnage certificate; (D) a Certificate of Financial Responsibility issued under the Oil Pollution Act 1990; and (E) all other trading certificates required for such U.S. Vessel.

(o) *ABL Redemption Fee.* For so long as this Agreement remains in effect and has not been terminated, the parties agree that the ABL Redemption Fee shall receive the treatment set forth in the DIP Orders and the Plan.

(p) *Management Incentive Plan; Employment Agreements.* The Reorganized Company shall adopt and implement, effective as of the Plan Effective Date, the Management Incentive Plan in accordance with the terms and conditions set forth in the Management Incentive Plan Term Sheet, and the Company and/or a subsidiary of the Company shall, as of the Plan Effective Date, execute and deliver to the applicable executive officers counterparts to employment agreements with each of the Company's top five executive officers on the terms and conditions set forth in the Executive Employment Agreement Term Sheet.

Section 8. ADDITIONAL COVENANTS OF THE COMMITMENT PARTIES. Each of the Commitment Parties agrees with the Company, severally and not jointly, as follows:

(a) *Approvals.* Except as set forth in this Agreement or with the prior written consent of the Company, during the period from the date of this Agreement to the earlier of the Plan Effective Date and the date on which this Agreement is terminated in accordance with its terms, the Commitment Parties shall use reasonable efforts to reasonably promptly take all actions and prepare and file all necessary documentation (including by reasonably cooperating with the Company as to the appropriate time of filing such documentation and its content and requesting early termination of any waiting period associated with any filing pursuant to the HSR Act) and to effect all applications that are necessary or advisable in connection with seeking any governmental approval, exemption or authorization from any Governmental Entity under any Antitrust Laws, the NISPOM or the DPA, that are necessary or advisable (as determined by the Debtors and the Required Commitment Parties) to consummate and make effective the transactions contemplated by this Agreement.

Section 9. SUPPORT OF PLAN. Each Commitment Party agrees that, for the duration of the Agreement Effective Period, such Commitment Party shall comply with the RSA.

Section 10. CONDITIONS TO THE OBLIGATIONS OF THE COMMITMENT PARTIES. The obligations of the Commitment Parties to purchase Rights Offering Shares and Backstop Shares pursuant hereto on the Plan Effective Date are subject to the satisfaction of the following conditions (unless waived by the Required Commitment Parties):

(a) *Plan and Confirmation Order*. The Plan, as approved, and the Confirmation Order, as entered by the Bankruptcy Court and which shall have become a Final Order, shall each be consistent in all material respects with the RSA, New Corporate Governance Term Sheet, Exit First Lien Facility Term Sheet, Exit Second Lien Facility Term Sheet, Definitive Documents, or otherwise with such amendments, modifications or changes that are approved by the Required Commitment Parties in writing (it being understood and agreed that any modifications that affect or impact the treatment of or distributions to claims, DIP Exit Backstop Premium, Backstop Commitment Premium, the economic terms, including the Backstop Commitment Percentages, under this Agreement, the *pro forma* capital structure of the Reorganized Company, economic terms of the New Equity (or Jones Act Warrants issued in lieu thereof), or the means of implementation of the Plan, in each case shall be deemed to be material).

(b) *Conditions to the Plan*. The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied in all material respects in accordance with the terms of the Plan or waived by the Required Commitment Parties in writing (it being understood and agreed that any modifications that affect or impact the treatment of or distributions to claims, DIP Exit Backstop Premium, Backstop Commitment Premium, the economic terms, including the Backstop Commitment Percentages, under this Agreement, the *pro forma* capital structure of the Reorganized Company, economic terms of the New Equity (or Jones Act Warrants issued in lieu thereof), or the means of implementation of the Plan, in each case shall be deemed to be material), and the Plan Effective Date shall have occurred.

(c) *Rights Offering*. The Reorganized Company shall have commenced the Rights Offering, the Rights Offering shall have been conducted in all material respects in accordance with this Agreement and the Rights Offering Procedures, and the Subscription Expiration Deadline shall have occurred (it being understood and agreed that any modifications that affect or impact the treatment of or distributions to claims, DIP Exit Backstop Premium, Backstop Commitment Premium, the economic terms, including the Backstop Commitment Percentages, under this Agreement, the *pro forma* capital structure of the Reorganized Company, economic terms of the New Equity (or Jones Act Warrants issued in lieu thereof), or the means of implementation of the Plan, in each case shall be deemed to be material).

(d) *Approvals*. All terminations or expirations of waiting periods imposed by any Governmental Entities required under the HSR Act or any other Antitrust Laws, the Jones Act or any other applicable Law, shall have occurred, and all other notifications, consents, authorizations and approvals required (or, with respect to the DPA, advisable (as determined by the Debtors and the Required Commitment Parties)) to be made or obtained from any Governmental Entities under any Antitrust Law, the DPA, the NISPOM, the Jones Act or any other applicable Law shall have been made or obtained for the transactions

contemplated by this Agreement, including the receipt of confirmation from the U.S. Coast Guard and the U.S. Maritime Administration that the transactions contemplated by this Agreement will not affect the status of the Company as a U.S. Citizen.

(e) *Funding Notice*. The Commitment Parties shall have received a Funding Notice in accordance with Section 1(g).

(f) *Valid Issuance*. The Rights Offering Shares and the Backstop Shares shall be, upon (i) payment of the aggregate purchase price as provided herein and (ii) the Plan Effective Date, validly issued and outstanding, and free and clear of all Taxes, liens, pre-emptive rights, rights of first refusal, subscription and similar rights, except as set forth herein, and other than liens pursuant to applicable securities laws.

(g) *No Restraint*. No judgment, injunction, decree or other legal restraint or applicable Law shall be in effect that prohibits the consummation of the Restructuring Transactions.

(h) *Representations and Warranties*.

(i) The representations and warranties of the Company contained in Sections 5(a), (b), (c), (d), (e), (f), (j), (k), (l), (n), (o), (p), (q), (r), (s), (t), (v) and (y)(i) – (v) and (vii), (z), (aa), (bb)(ii), (cc), (dd)(i) and (gg) (A) qualified as to "materiality", "Material Adverse Effect" or other qualifications based on the word "material" or similar phrases shall be true and correct in all respects, and (B) those not so qualified shall be true and correct in all material respects, in each case, on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date); and

(ii) all other representations and warranties of the Company contained in Section 5 shall be true and correct (without giving effect to any qualification set forth therein as to "materiality", "Material Adverse Effect" or other qualifications based on the word "material" or similar phrases) on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent made as of a specific date, as of such date), except, where the failure of such representations and warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(i) *Covenants*. The Reorganized Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it on or prior to the Plan Effective Date.

(j) *Expenses and Premiums*. All Consenting Creditor Fees and Expenses (as defined in the RSA), Expense Reimbursement, premiums and other amounts, including the Backstop Commitment Premium, required to be paid or reimbursed by the Reorganized Company to or on behalf of the Commitment Parties as of the Plan Effective Date shall have been so paid or reimbursed (or shall be paid concurrently with the occurrence of the

Plan Effective Date) in accordance with the terms of this Agreement, the Plan or the RSA, as applicable.

(k) *Material Adverse Effect*. Since December 31, 2018, except for the Chapter 11 Cases and any adversary proceedings or contested motions in connection therewith, there shall not have occurred, and there shall not exist, any change, event, circumstance, effect, development, occurrence or state of facts that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(l) *Officer's Certificate*. The Commitment Parties shall have received on and as of the Plan Effective Date a certificate of the chief executive officer or chief financial officer of the Company, in his or her capacity as such and not in his or her individual capacity, confirming that the conditions set forth in Section 10(g), Section 10(h), Section 10(i) and Section 10(k) have been satisfied.

(m) *Management Incentive Plan; Employment Agreements.* The Reorganized Company shall have adopted and implemented, effective as of the Plan Effective Date, the Management Incentive Plan in accordance with the terms and conditions set forth in the Management Incentive Plan Term Sheet, and the Company and/or a subsidiary of the Company and each of the Company's top five executive officers shall have each executed and delivered to one another counterparts to, and shall have entered into, employment agreements on the terms and conditions set forth in the Executive Employment Agreement Term Sheet.

Section 11. CONDITIONS TO THE OBLIGATIONS OF THE COMPANY. The obligations of the Company to issue the Rights Offering Shares and the Backstop Shares pursuant to this Agreement are subject to satisfaction of the following conditions (unless waived by the Company):

(a) *Plan and Confirmation Order*. The Plan, as approved, and the Confirmation Order, as entered by the Bankruptcy Court and which shall have become a Final Order, shall each be consistent in all material respects with the RSA, New Corporate Governance Term Sheet, Exit First Lien Facility Term Sheet, Exit Second Lien Facility Term Sheet, Definitive Documents, or otherwise with such amendments, modifications or changes that are approved by the Required Commitment Parties in writing (it being understood and agreed that any modifications that affect or impact the treatment of or distributions to claims, DIP Exit Backstop Premium, Backstop Commitment Premium, the economic terms, including the Backstop Commitment Percentages, under this Agreement, the *pro forma* capital structure of the Reorganized Company, economic terms of the New Equity (or Jones Act Warrants issued in lieu thereof), or the means of implementation of the Plan, in each case shall be deemed to be material).

(b) *Conditions to the Plan*. The conditions to the occurrence of the Plan Effective Date set forth in the Plan and the Confirmation Order shall have been satisfied in all material respects in accordance with the terms of the Plan or waived by the Required Commitment Parties in writing (it being understood and agreed that any modifications that affect or impact the treatment of or distributions to claims, DIP Exit Backstop Premium,

Backstop Commitment Premium, the economic terms, including the Backstop Commitment Percentages, under this Agreement, the *pro forma* capital structure of the Reorganized Company, economic terms of the New Equity (or Jones Act Warrants issued in lieu thereof), or the means of implementation of the Plan, in each case shall be deemed to be material), and the Plan Effective Date shall have occurred.

(c) *Rights Offering*. The Reorganized Company shall have commenced the Rights Offering, the Rights Offering shall have been conducted in all material respects in accordance with this Agreement and the Rights Offering Procedures, and the Subscription Expiration Deadline shall have occurred (it being understood and agreed that any modifications that affect or impact the treatment of or distributions to claims, DIP Exit Backstop Premium, Backstop Commitment Premium, the economic terms, including the Backstop Commitment Percentages, under this Agreement, the *pro forma* capital structure of the Reorganized Company, economic terms of the New Equity (or Jones Act Warrants issued in lieu thereof), or the means of implementation of the Plan, in each case shall be deemed to be material).

(d) *Funding Amount.* Each Commitment Party shall have wired its portion of the Unsecured Funding Amount or Secured Funding Amount, as applicable, into the bank account so designated by the Company.

(e) *Approvals*. All terminations or expirations of waiting periods imposed by any Governmental Entities required under the HSR Act or any other Antitrust Laws, the Jones Act or any other applicable Law, shall have occurred and all other notifications, consents, authorizations and approvals required (or, with respect to the DPA, advisable (as determined by the Debtors and the Required Commitment Parties)) to be made or obtained from any Governmental Entities under any Antitrust Law, the DPA, the NISPOM, the Jones Act or any other applicable Law shall have been made or obtained for the transactions contemplated by this Agreement, including the receipt of confirmation from the U.S. Coast Guard and the U.S. Maritime Administration that the transactions contemplated by this Agreement result in the Company remaining a U.S. Citizen.

(f) *Representations and Warranties.* The representations and warranties of the Commitment Parties set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, in each case, on and as of the date hereof and on and as of the Plan Effective Date as if made on and as of such date (or, to the extent given as of a specific date, as of such date).

(g) *Covenants*. The Commitment Parties shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by the Commitment Parties on or prior to the Plan Effective Date.

(h) *No Restraint*. No judgment, injunction, decree or other legal restraint shall be in effect that prohibits the consummation of the Restructuring Transactions.

Section 12. SURVIVAL. The representations, warranties, covenants and agreements made in this Agreement will not survive the Plan Effective Date, except that the covenants and agreements made in this Agreement that by their terms are to be satisfied after the Plan Effective Date shall survive until satisfied in accordance with their terms, subject to termination pursuant to Section 13. Notwithstanding the termination of this Agreement pursuant to Section 13, the agreements and obligations of the Parties in Sections 2(b), 2(c), 13(f), 13(g), 14 through 22 and 25 shall survive such termination and shall continue in full force and effect for the benefit of the parties hereto in accordance with the terms hereof.

Section 13. TERMINATION.

(a) *Termination*. This Agreement may be terminated by (i) by the mutual written consent of the Company and the Required Commitment Parties by written notice to the other such Party(ies) or (ii) either the Company or the Required Commitment Parties if the Plan Effective Date has not occurred on or prior to the date that is seventy-five (75) days after the Petition Date (the "**Outside Date**"), subject to the extension of such Outside Date pursuant to Section 4 or by mutual agreement of the Required Commitment Parties and the Company in writing (with email being sufficient); *provided that* if, prior to the Outside Date, all conditions precedent to effectiveness of the Plan (as provided therein) and to this Agreement have in each case been satisfied or waived, as applicable, or, for conditions that by their nature are to be satisfied on the Plan Effective Date, shall then be capable of being satisfied, except for the conditions set forth in Sections 10(d) and 11(e) because the Company Parties (as defined in the RSA) have not received all required regulatory and competition act consents or approvals, or the waiting periods therefor have not expired, under any applicable jurisdiction, the Outside Date shall be automatically extended until the earlier of (x) ninety (90) calendar days and (y) five (5) Business Days after the date on which all such required regulatory and competition act consents and approvals are received and the waiting periods thereof have expired, or to such other time as agreed between the Required Commitment Parties and the Company in writing (with email being sufficient).

(b) *Termination by the Company*. The Company may terminate this Agreement by written notice to each Commitment Party upon the occurrence and during the continuance of any of the following:

(i) any Commitment Party shall have breached any representation, warranty, covenant or other agreement made by such Commitment Party in this Agreement, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 11(d), Section 11(f) or Section 11(g), if continuing on the Plan Effective Date, being satisfied and such breach or inaccuracy is not cured by such Commitment Party by the earlier of (1) the tenth (10^{th}) Business Day after the giving of notice thereof to such Commitment Party by the Company and (2) the Outside Date; *provided* that the Company shall not have the right to terminate this Agreement pursuant to this Section if it is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 10 being satisfied; and *provided, further*, that prior to the Company being permitted to terminate the

Agreement under this Section each of the other non-breaching Commitment Parties shall have the right, but not the obligation, to assume its *pro rata* share of such breaching Commitment Party's Backstop Commitment in accordance with Section 4, in which case (to the extent the full amount of such breaching Commitment Party's Backstop Commitment is assumed by the non-breaching Commitment Parties) the Company shall not have the right to terminate this Agreement pursuant to this Section;

(ii) subject to prior compliance by the Company and its subsidiaries with the terms of Section 7(l), the Governing Body of the Company reasonably determining in good faith based upon the advice of outside counsel that failing to enter into an Alternative Restructuring Proposal would be inconsistent with the exercise of its fiduciary duties under applicable law of the State of Delaware;

(iii) the issuance by any Governmental Entity, including any regulatory authority or court of competent jurisdiction, of any final ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring Transactions;

(iv) the Bankruptcy Court denies entry of the Backstop Commitment Agreement Order or any order approving this Agreement, or the RSA is reversed, stayed, dismissed or vacated; or

(v) the RSA has been terminated in accordance with its terms other than a termination under Section 14.04(a) thereof.

(c) *Termination by the Required Commitment Parties*. The Required Commitment Parties may terminate this Agreement by written notice to the Company upon the occurrence and during the continuance of any of the following:

(i) the Company or the Reorganized Company shall have breached any representation, warranty, covenant or other agreement made thereby in this Agreement, and such breach or inaccuracy would, individually or in the aggregate, result in a failure of a condition set forth in Section 10(f), Section 10(h) or Section 10(i), if continuing on the Plan Effective Date, being satisfied and such breach or inaccuracy is not cured by such Debtor by the earlier of (1) the tenth (10^{th}) Business Day after the giving of notice thereof to the Company by the Required Commitment Parties and (2) the Outside Date; *provided* that the Required Commitment Parties shall not have the right to terminate this Agreement pursuant to this Section if any Commitment Party is then in breach of any representation, warranty, covenant or other agreement hereunder that would result in the failure of any condition set forth in Section 11 being satisfied;

(ii) the Debtors breach in any material respect the terms of Section 7(b) or Section 7(l) of this Agreement;

(iii) (A) the Debtors file any pleading, motion or document with the Bankruptcy Court proposing or seeking approval of an Alternative Restructuring Proposal, (B) the Bankruptcy Court approves or authorizes an Alternative

Restructuring Proposal request at the request of any party in interest, or (C) the Company, its subsidiaries or any of its Affiliates enters into any contract or written agreement in principle providing for the consummation of any Alternative Restructuring Proposal (or the public announcement of any of the foregoing);

(iv) the issuance by any Governmental Entity, including any regulatory authority or court of competent jurisdiction, of any final ruling, judgment or order enjoining the consummation of or rendering illegal the Restructuring Transactions, the Rights Offering, or any material aspect of the transactions contemplated by the RSA or this Agreement;

(v) the RSA has been terminated in accordance with its terms other than a termination under Section 14.04(a) thereof;

(vi) the occurrence of an "Event of Default" (as defined under the DIP Credit Agreement) that has not been waived or timely cured in accordance therewith for more than three (3) days;

(vii) any of the Chapter 11 Cases, other than with respect to HOS WELLMAX Services, LLC, shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or the Bankruptcy Court has entered an order in any of the Chapter 11 Cases appointing an examiner or trustee with expanded powers to oversee or operate the Debtors in the Chapter 11 Cases; or

(viii) Any member of the Hornbeck family, HFR, LLC, Hornbeck Family Ranch, LP or any other trust owned or controlled by the Hornbeck family seeks to terminate, or objects to the assumption or seeks to compel the rejection by the Debtors of, the License Agreement (other than the entry into the Amended and Restated License Agreement on the Plan Effective Date) or otherwise seeks to interfere with the Debtors' use of any Intellectual Property Rights of the Debtors or takes any other action (whether in the Chapter 11 Cases or otherwise) that is inconsistent with the transactions contemplated herein, in the RSA and in the Plan.

(d) *Termination by the Required Secured Commitment Parties.* The Required Secured Commitment Parties may terminate this Agreement by written notice to the Company (i) upon the occurrence and during the continuance of a material breach by any of the Unsecured Commitment Parties of any representation, warranty, covenant or other agreement made thereby in this Agreement or the RSA that has not been waived or cured with ten (10) Business Days after written notice thereof or (ii) if the RSA has been terminated in accordance with its terms other than a termination under Section 14.04(a) thereof.

(e) *Termination by the Required Unsecured Commitment Parties.* The Required Unsecured Commitment Parties may terminate this Agreement by written notice to the Company (i) upon the occurrence and during the continuance of a material breach by any of the Secured Commitment Parties of any representation, warranty, covenant or other agreement made thereby in this Agreement or the RSA that has not been waived or cured

with ten (10) Business Days after written notice thereof or (ii) if the RSA has been terminated in accordance with its terms other than a termination under Section 14.04(a) thereof.

(f) *Effect of Termination*. Subject to Section 12, upon termination of this Agreement, each party hereto shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the transactions contemplated hereby or otherwise, that it would have been entitled to take had it not entered into this Agreement. Notwithstanding anything contained herein, if this Agreement is terminated as a result of a breach of this Agreement by a party hereto, such party shall not be released and shall remain liable for any damages resulting from such termination.

(g) *Termination Payment*. Notwithstanding anything to the contrary contained herein, if this Agreement is terminated for any reason in accordance with the terms hereof, then, as promptly as practicable and in any event no later than two (2) Business Days following such termination, the Company shall pay or cause to be paid to the Commitment Parties that are not (x) Defaulting Commitment Parties or (y) Commitment Parties whose breach of this Agreement caused its termination by another Party, (i) a non-refundable cash payment in an aggregate amount equal to the cash equivalent of the Backstop Commitment Premium (*pro rata* in accordance with their Backstop Commitment Percentages, excluding the Backstop Commitment Percentage of any (A) Defaulting Commitment Party or (B) Commitment Party whose breach of this Agreement caused its termination by another Party) and (ii) any filing fees or other similar costs, fees or expenses associated with the matters contemplated by Sections 7(h) or 8(a), as well as the Expense Reimbursement pursuant to Section 2(c) (*Expense Reimbursement*) (in each case, excluding any such fees or other expenses referenced in this clause (ii) of any (A) Defaulting Commitment Party or (B) Commitment Party whose breach of this Agreement caused its termination by another Party); *provided that* any invoices shall not be required to contain individual time detail (collectively, "**Transaction Expenses**").

Section 14. INDEMNIFICATION OBLIGATIONS.

(a) *Company Indemnity*. Following entry by the Bankruptcy Court of the Backstop Commitment Agreement Order, but effective as of the date hereof, the Reorganized Company (the "**Indemnifying Parties**") shall indemnify and hold harmless each Commitment Party and its Affiliates, equity holders, members, partners, general partners, managers and its and their respective representatives and controlling persons (each, an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities and costs and expenses (other than Taxes of the Commitment Parties, except to the extent otherwise provided for in this Agreement) (collectively, "**Losses**") that any such Indemnified Person may incur or to which any such Indemnified Person may become subject arising out of or in connection with this Agreement, the Plan and the transactions contemplated hereby and thereby, including the Backstop Commitments, the Rights Offering, the payment of the Backstop Commitment Premium or the use of the proceeds of the Rights Offering, the Transaction Expenses or any claim, challenge, litigation,

investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such proceedings are brought by the Company or its equity holders, Affiliates, creditors or any other Person, and reimburse each Indemnified Person upon demand for reasonable documented (with such documentation subject to redaction to preserve attorney client and work product privileges) legal or other third party expenses incurred in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including in connection with the enforcement of the indemnification obligations set forth herein), irrespective of whether or not the transactions contemplated by this Agreement or the Plan are consummated or whether or not this Agreement is terminated; *provided*, that the foregoing indemnity will not, as to any Indemnified Person, apply to Losses (i) as to any Defaulting Commitment Party or any Indemnified Person related thereto, caused by such default by such Commitment Party, or (ii) to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the bad faith, willful misconduct or gross negligence of such Indemnified Person.

(b) *Indemnification Procedure*. Promptly after receipt by an Indemnified Person of notice of the commencement of any claim, challenge, litigation, investigation or proceeding (an "**Indemnified Claim**"), such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; *provided*, that (A) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (B) the omission to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have to such Indemnified Person otherwise than on account of this Section 14. In case any such Indemnified Claims are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, at its election by providing written notice to such Indemnified Person, the Indemnifying Party will be entitled to assume the defense thereof, with counsel reasonably acceptable to such Indemnified Person; *provided*, that if the parties (including any impleaded parties) to any such Indemnified Claims include both such Indemnified Person and the Indemnifying Party and based on advice of such Indemnified Person's counsel there are legal defenses available to such Indemnified Person that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Indemnified Claims. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election to so assume the defense of such Indemnified Claims with counsel reasonably acceptable to the Indemnified Person, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof or participation therein (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel (in addition to any local counsel) in connection with the assertion of legal defenses in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel representing the Indemnified Persons who are parties to such Indemnified Claims (in

addition to one local counsel in each jurisdiction in which local counsel is required)), (ii) the Indemnifying Party shall not have employed counsel reasonably acceptable to such Indemnified Person to represent such Indemnified Person within a reasonable time after the Indemnifying Party has received notice of commencement of the Indemnified Claims from, or delivered on behalf of, the Indemnified Person, (iii) after the Indemnifying Party assumes the defense of the Indemnified Claims, the Indemnified Person determines in good faith that the Indemnifying Party has failed or is failing to defend such claim and provides written notice of such determination, and such failure is not reasonably cured within ten (10) Business Days of receipt of such notice, or (iv) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person. Notwithstanding anything herein to the contrary, the Company shall have sole control over any Tax controversy or Tax audit.

(c) *Settlement of Indemnified Claims*. The Indemnifying Party shall not be liable for any settlement of any Indemnified Claims effected by such Indemnified Person without the written consent of the Indemnifying Party. If any settlement of any Indemnified Claims is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Indemnified Claims, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment to the extent such Losses are otherwise subject to indemnification by the Indemnifying Party hereunder in accordance with, and subject to the limitations of, this Section 14. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall be granted or withheld, conditioned or delayed in the Indemnified Person's sole discretion), effect any settlement of any pending or threatened Indemnified Claims in respect of which indemnity or contribution has been sought hereunder by such Indemnified Person unless (i) such settlement includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such Indemnified Claims and (ii) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution*. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless from Losses that are subject to indemnification pursuant to Section 14(a), then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Loss in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, but also the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Person, on the other hand, as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party, on the one hand, and all Indemnified Persons, on the other hand, shall be deemed, with respect to the Commitment Parties, to be in the same proportion as (i) the total value received or proposed to be received by the Company pursuant to the issuance and sale of the Rights Offering Shares in the Rights Offering contemplated by this Agreement and the Plan, bears to (ii) the Backstop Commitment Premium paid or proposed to be paid to the Commitment Parties. The Indemnifying Parties also agree that no Indemnified Person shall have any liability based

on their comparative or contributory negligence or otherwise to the Indemnifying Parties, any Person asserting claims on behalf of or in right of any of the Indemnifying Parties, or any other Person in connection with an Indemnified Claim.

(e) *Treatment of Indemnification Payments*. All amounts paid by an Indemnifying Party to an Indemnified Person under this Section 14 shall, to the extent permitted by applicable law, be treated for all Tax purposes as adjustments to the purchase price for the Rights Offering Shares subscribed for by such Indemnified Person in the Rights Offering and the Backstop Shares purchased by such Indemnified Person. The provisions of this Section 14 are an integral part of the transactions contemplated by this Agreement and without these provisions the Commitment Parties would not have entered into this Agreement, and the obligations of the Company under this Section 14 shall constitute allowed administrative expenses of the Debtors' estate under Sections 503(b) and 507 of the Bankruptcy Code and are payable without further order of the Bankruptcy Court, and the Company may comply with the requirements of this Section 14 without further order of the Bankruptcy Court.

Section 15. NOTICES. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent via electronic mail (with acknowledgment received), (c) five (5) days after being deposited with the United States Post Office, by registered or certified mail (return receipt requested), postage prepaid, or (d) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses (or to such other address as a party hereto may have specified by like notice):

If to a Consenting Secured Lender, to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Damian S. Schaible
Harold Birnbaum
Darren S. Klein
Email: damian.schaible@davispolk.com
harold.birnbaum@davispolk.com
darren.klein@davispolk.com

If to a Consenting Unsecured Noteholder, to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Gerard Uzzi
Brett Goldblatt
James Ball
Email: guzzi@milbank.com

bgoldblatt@milbank.com
jball@milbank.com

If to the Company, to:

Hornbeck Offshore Services, Inc.
103 Northpark Boulevard, Suite 300
Covington, Louisiana 70433
Attention: 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
Attention: Ryan Blaine Bennett. P.C.
Matthew R. Pacey, P.C.
Bryan Flannery
Email: ryan.bennett@kirkland.com
matt.pacey@kirkland.com
bryan.flannery@kirkland.com

Section 16. ASSIGNMENT; THIRD PARTY BENEFICIARIES. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the Company, with respect to any assignment by any Commitment Party, or the Required Commitment Parties, with respect to any assignment by the Company. Notwithstanding the previous sentence, the Commitment Parties' obligations hereunder may be assigned, delegated or transferred, in whole or in part, without the Company's consent by any Commitment Party in accordance with the terms of Section 3 or Section 4. Any purported assignment in violation of this Section 16 shall be void *ab initio* and of no force or effect. For the avoidance of doubt, except as provided herein, any Subscription Rights in the Rights Offering shall not be separately assigned, delegated, transferred or otherwise detached from Allowed Claims and may only be assigned, delegated or transferred in the manner as permitted herein, together with the applicable Allowed Claims. Except solely with respect to Indemnified Persons as set forth in Section 14 and the financial advisors and investment bankers as set forth in the final sentence of Section 6(f), each Party intends that this Agreement does not benefit or create any right or cause of action in or on behalf of any Person other than the Parties.

Section 17. COMPLETE AGREEMENT. This Agreement is the "Backstop and Direct Investment Agreement" referred to in the RSA and this Agreement (including the exhibits, the schedules, and the other documents and instruments referred to herein and in the RSA) constitutes the entire agreement of the parties hereto and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the parties hereto with respect to the subject matter of this Agreement, except that the parties hereto acknowledge

that any confidentiality agreements heretofore executed among the parties hereto and the RSA will continue in full force and effect.

Section 18. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM; WAIVER OF TRIAL BY JURY. 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 (including the exhibits and schedules hereto), or the negotiation, execution, termination, performance or nonperformance of this Agreement (including the exhibits and schedules hereto), shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State, without regard to any conflict of laws principles thereof, and, to the extent applicable, the Bankruptcy Code. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim based upon, arising out of, or related to this Agreement, any provision hereof or any of the transactions contemplated hereby, in the United States District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan of New York City (the "**Chosen Courts**"), and solely in connection with claims arising under this Agreement or the transactions that are the subject of this Agreement (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Courts and (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto; *provided* that upon the commencement of the Chapter 11 Cases, the Bankruptcy Court shall be the sole Chosen Court. Each party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto (including via electronic mail or other electronic transmission), it being understood that each party need not sign the same counterpart.

Section 20. CONSENT OR APPROVAL OF THE COMMITMENT PARTIES. Whenever this Agreement refers to any consent or approval to be given by, or determination to be made by, the Commitment Parties, unless otherwise expressly provided in any particular instance, such reference shall be deemed to require the consent, approval or determination of the Required Commitment Parties only (and not any other Commitment Parties).

Section 21. AMENDMENTS AND WAIVERS.

(a) This Agreement may be amended, modified or supplemented and the terms and conditions of this Agreement may be waived, only by a written instrument (with email being sufficient) signed by the Company and the Required Commitment Parties and subject, to the extent required after the Petition Date, to the approval of the Bankruptcy

Court; *provided* that any modification of, or amendment or supplement to, this Agreement that would have the effect of (i) materially and adversely affecting any Commitment Party in a manner that is disproportionate to any other Commitment Party, (ii) increasing the aggregate purchase price to be paid by any of the Commitment Parties in respect of the Commitment Party Shares, (iii) increasing or decreasing any Commitment Party's Backstop Commitment Percentage (as set forth on **Schedule 1**) (other than as a result of a permitted transfer to which such Commitment Party is a party or pursuant to Section 4 hereof), (iv) changing the terms of or the conditions to payment of the Backstop Commitment Premium, (v) amending, modifying or supplementing the terms of Section 13 (or any other amendment, modification or supplement in respect of the matters governed by Section 13) or (vi) modifying this Section 21, shall require the prior written consent of each Commitment Party.

(b) No delay on the part of any party hereto in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party hereto of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party hereto otherwise may have at law or in equity.

Section 22. SPECIFIC PERFORMANCE; DAMAGES. The parties hereto acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and, accordingly, the parties hereto agree that in addition to any other remedies to which they are entitled at law or in equity, each party hereto will be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting bond. Unless otherwise expressly stated in this Agreement, no right or remedy in this Section 22 is intended to be exclusive or to preclude a party hereto from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 23. OTHER INTERPRETIVE MATTERS.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) 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 and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) any reference in this Agreement to "$" shall mean U.S. dollars; (iii) all exhibits and schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein and any capitalized terms used in any exhibit or schedule but not otherwise defined therein shall be defined as set forth in this Agreement; (iv) words imparting the singular number only shall include the plural and vice versa; (v) 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; (vi) 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; (vii) the division of this Agreement into 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; and (viii) all references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified. Unless the context otherwise requires, references herein to the "Company" after the Plan Effective Date shall be deemed to be references to the Reorganized Company and references to the "Reorganized Company" prior to the Plan Effective Date shall be deemed to be references to the Company, in each case for all purposes of this Agreement. For purposes of this Agreement, (A) "**Reorganized Company**" means Reorganized Hornbeck and (B) "**subsidiary**" means, with respect to any Person, any corporation, limited liability company, partnership or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (x) owns, directly or indirectly, more than fifty percent (50%) of the capital stock or equity interests, (y) has the power to elect a majority of the board of directors or similar governing body or (z) has the power to direct the business and policies.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

Section 24. JONES ACT COMPLIANCE.

(a) Notwithstanding anything to the contrary set forth herein, if and to the extent required to satisfy the Jones Act Restriction and in order to maintain Jones Act Compliance, and solely to such extent, the Company, in consultation with the Required Commitment Parties, and without the consent of the transferee, shall have the authority to reallocate any New Equity as Jones Act Warrants in order to maintain Jones Act Compliance such that holders of Allowed Claims exercising Subscription Rights or Backstop Commitments pursuant to this Agreement and the Rights Offering Procedures 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 New Equity and Jones Act Warrants as each other Non-U.S. Citizen) otherwise entitled to receive New Equity pursuant to this Agreement, the Rights Offering Procedures and the transactions contemplated by the Plan, Jones Act Warrants in lieu of all or a portion of such shares of New Equity in an amount such that, in the aggregate with all other Non-U.S. Citizens affected by this Section 24 and all Non-U.S. Citizens entitled to receive New Equity under the Plan, the Jones Act Restriction is satisfied, as further described in the Plan; *provided that*, any Commitment Party may, in its sole discretion, receive Jones Act Warrants in lieu of any portion of New Equity that such Commitment Party is entitled to receive under the Plan, the Rights Offering Procedures and this Agreement. For the avoidance of doubt, any holder of Allowed Claims to which Jones Act Warrants are issued 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 shares of New Equity pursuant hereto. Such Jones Act Warrants shall have the terms and be subject to the restrictions as are set forth in the Plan. The consultation rights of the Required Commitment Parties under this Section 24 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 of Allowed Claims 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 individual holder of an Allowed Claim as a U.S. Citizen or a Non-U.S. Citizen.

(b) For purposes of this Agreement, the following terms have the following meanings:

(i) "**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.

(ii) "**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 the U.S. Coastwise Trade and the requirements for documenting U.S. Vessels with coastwise endorsements.

(iii) "**Jones Act Restriction**" means in no event shall Non-U.S. Citizens own, in the aggregate, more than 24% of the total number of issued and outstanding shares in any class or series of the capital stock of the Reorganized Company.

(iv) "**Non-U.S. Citizen**" means, any Person which is not eligible and qualified to own and operate U.S. Vessels in U.S. Coastwise Trade; *provided* that for purposes of the definition of "Jones Act Restriction", if (i) a Person does not furnish the Requisite Documentation on or before the Distribution Record Date or (ii) such Requisite Documentation has been rejected by the Debtors in consultation with the Required Commitment Parties, then such Person shall be considered a Non-U.S. Citizen for purposes of the Jones Act Restriction.

Section 25. SEVERAL OBLIGATIONS; NO LIABILITY. Notwithstanding anything to the contrary in this Agreement, the parties hereto agree that (1) the representations and warranties of each Commitment Party made in this Agreement are being made on a several, and not joint, basis, (2) the obligations of each Commitment Party under this Agreement are several, and not joint, obligations of each of them and (3) no Commitment Party shall have any liability for the breach of any representation, warranty, covenant, commitment, or obligation by any other Commitment Party. Nothing in this Agreement requires any

Commitment Party to advance capital to any Company Party (as defined in the RSA) or incur any material liability.

Section 26. FURTHER ASSURANCES. Without in any way limiting any other obligation of the Company or any Commitment Party in this Agreement, each Party shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, and as the Company or the Required Commitment Parties, as applicable, may reasonably request, in order to consummate and make effective the transactions contemplated by this Agreement.

Section 27. HIGHBRIDGE FUNDS. The parties hereto acknowledge and agree that (i) Highbridge Capital Management, LLC ("**Highbridge**") is executing this Agreement as of the date hereof not in an individual capacity, but solely on behalf of its managed funds that are Consenting First Lien Lenders (each a "**Highbridge Fund**"), and (ii) no later than four (4) Business Days after the date hereof, Highbridge shall (A) cause each Highbridge Fund to execute and deliver to the other parties hereto a counterpart to this Agreement and (B) deliver an updated **Schedule 1** setting forth the information contemplated thereby with respect to each Highbridge Fund.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Hornbeck Offshore Services, Inc.

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

[Backstop Commitment Party Signature Pages are on file with the Company]

Schedule 1

Backstop Commitment Percentages

[*Schedule 1 is on file with the Company*]

Schedule 2

Debtor Entities

Hornbeck Offshore Services, Inc.
Energy Services Puerto Rico, LLC
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 Holding, LLC
HOS Port, LLC
HOS-IV, LLC
HOS de Mexico, S de R.L. de C.V.
HOS de Mexico II, S de R.L. de C.V.

Exhibit A-1

4(a)(2) Second Lien Rights Offering Procedures

[*attached*]

HORNBECK OFFSHORE SERVICES, INC. (THE "DEBTOR" OR "COMPANY")

4(a)(2) SECOND LIEN RIGHTS OFFERING PROCEDURES

Each of the 4(a)(2) Second Lien Subscription Rights (as defined below) and the 4(a)(2) Second Lien Rights Offering Securities (as defined below) is being distributed or issued, as applicable, by the Debtor without registration under the Securities Act of 1933, as amended (the "Securities Act")[1], in reliance upon the exemption provided by Section 4(a)(2) thereof and/or Regulation D promulgated thereunder. None of the rights to purchase the 4(a)(2) Second Lien Rights Offering Securities (as defined below) (the "4(a)(2) Second Lien Subscription Rights"), which the Reorganized Company will distribute to the holders of Allowed Second Lien Claims (referred to herein as the "Allowed Claims") pursuant to the Plan or the 4(a)(2) Second Lien Rights Offering Securities issuable upon exercise of such rights distributed pursuant to these 4(a)(2) Second Lien Rights Offering Procedures have been or will be registered under the Securities Act, or any state or local law requiring registration for the offer and sale of a security.

Except as provided in the Backstop Commitment Agreement, the 4(a)(2) Second Lien Subscription Rights are not detachable from the Allowed Claims and may not be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (each a "Transfer") separately from the Allowed Claims (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the 4(a)(2) Second Lien Subscription Rights). Except as provided in the Backstop Commitment Agreement, (x) the 4(a)(2) Second Lien Subscription Rights are not detachable from the 4(a)(2) Eligible Claims and (y) if any 4(a)(2) Second Lien Subscription Rights are Transferred by a 4(a)(2) Eligible Holder, except in connection with a Transfer by a 4(a)(2) Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 4(a)(2) Second Lien Subscription Rights will be cancelled and neither such 4(a)(2) Eligible Holder nor the purported transferee will receive any 4(a)(2) Second Lien Rights Offering Shares otherwise purchasable on account of such Transferred 4(a)(2) Second Lien Subscription Rights. No 4(a)(2) Second Lien Rights Offering Securities may be Transferred absent registration under the Securities Act or pursuant to an exemption from registration under the Securities Act.

The Disclosure Statement (as defined below) is concurrently being distributed in

[1] **Capitalized terms used and not defined herein shall have the meaning assigned to them in the *Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc.* (as may be amended, modified, or supplemented from time to time, the "Plan") and the Backstop Commitment Agreement dated as of May 13, 2020, by and among the Company and the Commitment Parties thereto (as may be amended, modified, or supplemented from time to time, the "Backstop Commitment Agreement").**

connection with the Debtor's solicitation of votes to accept or reject the Plan and that document sets forth important information, including risk factors, that should be carefully read and considered by each 4(a)(2) Eligible Holder (as defined below) prior to making a decision to participate in the Rights Offering. Additional copies of the Disclosure Statement are available upon request from Stretto (the "Subscription Agent").

Each of the 4(a)(2) Second Lien Rights Offering Securities issued upon exercise of a 4(a)(2) Second Lien Subscription Right, and each book entry position or certificate issued in exchange for or upon the Transfer of any such 4(a)(2) Second Lien Rights Offering Security, shall be deemed to contain or be stamped or otherwise imprinted with, as applicable, a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND SUCH SECURITIES [AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF SUCH SECURITIES] HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

Only holders of Allowed Claims who are (i) "accredited investors" (as defined in Rule 501(a) promulgated under Regulation D under the Securities Act) ("Accredited Investors") or "qualified institutional buyers" (within the meaning of Rule 144A of the Securities Act) ("QIBs"), and that are acquiring the 4(a)(2) Second Lien Rights Offering Securities for their own account and (ii) hold Allowed Claims in an aggregate amount of at least $50,000 ("4(a)(2) Eligible Holders") will receive 4(a)(2) Second Lien Subscription Rights to participate in the Rights Offering with respect to the 4(a)(2) Second Lien Rights Offering Securities.

The Rights Offering, with respect to the 4(a)(2) Second Lien Rights Offering Securities, is being conducted by the Debtor on behalf of the Reorganized Company and the other Debtors in good faith and in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

4(a)(2) Eligible Holders should note the following times relating to the Rights Offering:

Date	**Calendar Date**	**Event**
Record Date ……	10:59 p.m. Central Time on May 1, 2020	The date and time mutually agreed between the Company and the Required Commitment Parties fixed by the Debtor for the determination of the holders eligible to participate in the Rights Offering.
Subscription Commencement Date ……	May 13, 2020	Commencement of the Rights Offering.
Subscription Expiration Deadline ……	4:00 p.m. Central Time on June 2, 2020	The deadline mutually agreed between the Company and the Required Commitment Parties for 4(a)(2) Eligible Holders to subscribe for 4(a)(2) Second Lien Rights Offering Securities. A 4(a)(2) Eligible Holder's applicable 4(a)(2) Second Lien Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) must be received by the Subscription Agent by the Subscription Expiration Deadline. Your Requisite Documentation (as defined below), if applicable, must also be delivered as explained below. 4(a)(2) Eligible Holders who are not Commitment Parties must deliver the aggregate Purchase Price (as defined below) on or prior to the Subscription Expiration Deadline. 4(a)(2) Eligible Holders who are Commitment Parties must deliver such Commitment Party's applicable portion of the Funding Amount no later than the deadline specified in the Funding Notice (as defined below) in accordance with the terms of the Backstop Commitment Agreement.

To 4(a)(2) Eligible Holders and Wilmington Trust, National Association (the "Agent"):

It is currently expected that on or after May 15, 2020, the Debtor will file the Plan with the United States Bankruptcy Court for the Southern District of Texas Houston Division, and the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc. and its Debtor Affiliates* (as may be amended from time to time in accordance with its terms, the "Disclosure Statement"). Pursuant to the Plan, each 4(a)(2) Eligible Holder has a right to participate in the Rights Offering with respect to the Allowed Claims held or beneficially held by such 4(a)(2) Eligible Holder as of the Record Date (such claims being, "4(a)(2) Eligible Claims") in accordance with the terms and conditions of these 4(a)(2) Second Lien Rights Offering Procedures.

Pursuant to the Plan, each 4(a)(2) Eligible Holder is entitled to subscribe for its *pro rata* portion of the shares of the New Equity issued by the Reorganized Company in the Rights Offering in respect of the 4(a)(2) Eligible Claims (the "4(a)(2) Second Lien Rights Offering Shares") or, to ensure compliance with the Jones Act (as discussed below and in the Disclosure Statement and Plan), Jones Act Warrants in lieu of such 4(a)(2) Second Lien Rights Offering Shares (the "4(a)(2) Second Lien Rights Offering Warrants," together with the 4(a)(2) Second Lien Rights Offering Shares, the "4(a)(2) Second Lien Rights Offering Securities"), in an aggregate amount of $25,000,000 (provided that any unsubscribed portion thereof shall be offered to the holders of Allowed First Lien Claims), provided that it timely and validly completed and returned the 4(a)(2) Second Lien Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to the Subscription Agent in advance of the Subscription Expiration Deadline.

Failure to submit such 4(a)(2) Second Lien Subscription Forms on a timely basis will result in forfeiture of a 4(a)(2) Eligible Holder's rights to participate in the Rights Offering in respect of the 4(a)(2) Second Lien Rights Offering Securities. None of the Debtor, the Subscription Agent or any of the Commitment Parties will have any liability for any such failure. You must also deliver your Requisite Documentation, if applicable, as explained below.

No 4(a)(2) Eligible Holder shall be entitled to participate in the Rights Offering unless the aggregate Purchase Price for the 4(a)(2) Second Lien Rights Offering Securities it subscribes for or applicable portion of the Funding Amount, as applicable, is received by the Subscription Agent (i) in the case of a 4(a)(2) Eligible Holder that is not a Commitment Party, by the Subscription Expiration Deadline, and (ii) in the case of a 4(a)(2) Eligible Holder that is a Commitment Party, no later than the deadline and in the form and manner specified in a written notice (a "Funding Notice") delivered by or on behalf of the Debtor to the Commitment Parties in accordance with Section 1(g) of the Backstop Commitment Agreement (the "Backstop Funding Deadline"), *provided that* the Commitment Parties may deposit their applicable portion of the Funding Amount in the Funding Account pursuant to Section 1(g) of the Backstop Commitment Agreement, in accordance with the terms of the Backstop Commitment Agreement. No interest is payable on any advanced funding of the Purchase Price or Funding Amount. If the Rights Offering is terminated for any reason, the aggregate Purchase Price or Funding Amount, as applicable, previously received by the Subscription Agent will be returned to 4(a)(2) Eligible

Holders and Commitment Parties, as applicable, as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price or Funding Amount. Any 4(a)(2) Eligible Holder who is not a Commitment Party submitting payment via the Subscription Agent must coordinate with the Subscription Agent to ensure the Subscription Agent receives such payment by the Subscription Expiration Deadline.

Jones Act Limitations

Certain of the Debtor's operations are conducted in the U.S. Coastwise Trade and are governed by 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 known collectively as the "Jones Act" 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. The U.S. Coastwise Trade restricts waterborne transportation of goods and passengers between points in the United States to vessels owned and controlled by "citizens of the United States" within the meaning of the Jones Act (such a person, a "U.S. Citizen"). The Debtor could lose its privilege of operating vessels in the Jones Act trade if Non-U.S. Citizens were to own or control, in the aggregate, more than 25% of any class or series of the equity interests in the Debtor. Furthermore, to comply with the Jones Act, the Reorganized Company's New Corporate Governance Documents will provide that Non-U.S. Citizens in the aggregate may not own more than 24% of the New Equity to be issued and outstanding at any time, including the Plan Effective Date. Therefore, as further described in the Plan, in order to ensure that at least 76% of the Reorganized Company's equity interests will be owned by U.S. Citizens, and solely to such extent, holders of Allowed Claims exercising 4(a)(2) Second Lien Subscription Rights or Backstop Commitments pursuant to the Backstop Commitment Agreement and these 4(a)(2) Second Lien Rights Offering Procedures that are Non-U.S. Citizens shall receive 4(a)(2) Second Lien Rights Offering Warrants in lieu of all or a portion of such shares of New Equity in an amount such that, in the aggregate with all other Non-U.S. Citizens affected by this section and all Non-U.S. Citizens entitled to receive New Equity under the Plan, the Jones Act Restriction is satisfied. For the avoidance of doubt, any holder of Allowed Claims to which 4(a)(2) Second Lien Rights Offering Warrants are issued 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 shares of New Equity pursuant hereto. Such 4(a)(2) Second Lien Rights Offering Warrants shall have the terms and be subject to the restrictions as are set forth in the Plan.

For purposes of these 4(a)(2) Second Lien Rights Offering Procedures, a Person (as defined in the Plan) shall be a Non-U.S. Citizen if such Person (i) does not furnish an affidavit of United States citizenship (a "U.S. Citizenship Affidavit") in the form provided with the 4(a)(2) Second Lien Subscription Form and any other documentation as the Debtor, in consultation with the Required Commitment Parties, deems advisable to fulfill the purpose or implement the provisions of the Debtor's New Corporate Governance Documents in order to maintain compliance with the Jones Act (the "Requisite Documentation") or (ii) such Requisite Documentation has been rejected by the Debtor, in consultation with the Required Commitment Parties. In all cases, a 4(a)(2) Eligible Holder that provides the Requisite Documentation and that is determined by the Debtor,

in consultation with the Required Commitment Parties, as set forth above, to be a U.S. Citizen, shall receive New Equity as set forth in the Disclosure Statement and Plan. The maximum aggregate percentage of New Equity that will be issued to Non-U.S. Citizens, and any Persons that fail to deliver the Requisite Documentation, pursuant to the allocation set forth in the Plan shall be 24%. The consultation rights of the Required Commitment Parties under this Section 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 any Persons 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 such Person as a U.S. Citizen or a Non-U.S. Citizen.

In order to participate in the Rights Offering in respect of the 4(a)(2) Second Lien Rights Offering Securities, a 4(a)(2) Eligible Holder must complete all of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline or the Backstop Funding Deadline, as applicable, a 4(a)(2) Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering in respect of the 4(a)(2) Second Lien Rights Offering Securities.

1. Rights Offering

4(a)(2) Eligible Holders have the right, but not the obligation, to participate in the Rights Offering in respect of the 4(a)(2) Second Lien Rights Offering Securities. 4(a)(2) Eligible Holders shall receive rights to subscribe for their *pro rata* portion of the 4(a)(2) Second Lien Rights Offering Securities.

Subject to the terms and conditions set forth in the Plan and these 4(a)(2) Second Lien Rights Offering Procedures, each 4(a)(2) Eligible Holder is entitled to subscribe for up to 20.6212 4(a)(2) Second Lien Rights Offering Securities per $1,000 of principal amount of the 4(a)(2) Eligible Claims. To ensure that the Reorganized Company remains a U.S. Citizen in compliance with the Jones Act, as discussed above, 4(a)(2) Second Lien Rights Offering Warrants may be issued in lieu of 4(a)(2) Second Lien Rights Offering Shares, as described in the Plan. Subscriptions will be made at a purchase price of $10.00 per 4(a)(2) Second Lien Rights Offering Share or 4(a)(2) Second Lien Rights Offering Warrant (the "Purchase Price").

There will be no over-subscription privilege in the Rights Offering. Any 4(a)(2) Second Lien Rights Offering Securities that are unsubscribed by the 4(a)(2) Eligible Holders entitled thereto will not be offered to other 4(a)(2) Eligible Holders but shall be offered to the holders of Allowed First Lien Claims. Any Rights Offering Shares that are unsubscribed will be purchased by the applicable Commitment Parties in accordance with the Backstop Commitment Agreement. Subject to the terms and conditions of the Backstop Commitment Agreement, each Commitment Party has agreed to purchase (on a several and not joint basis) a certain portion of the Backstop Shares.

SUBJECT TO THE TERMS AND CONDITIONS OF THESE 4(a)(2) SECOND LIEN RIGHTS OFFERING PROCEDURES AND THE BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY COMMITMENT PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE 4(a)(2) SECOND LIEN SUBSCRIPTION FORM(S) ARE

IRREVOCABLE.

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each 4(a)(2) Eligible Holder intending to purchase 4(a)(2) Second Lien Rights Offering Securities in the Rights Offering must affirmatively elect to exercise its 4(a)(2) Second Lien Subscription Rights in the manner set forth in the 4(a)(2) Second Lien Subscription Form by the Subscription Expiration Deadline.

Any exercise of 4(a)(2) Second Lien Subscription Rights by a 4(a)(2) Eligible Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Subscription Expiration Deadline may be extended with the consent of the Required Commitment Parties, or as required by law.

3. Delivery of Subscription Documents

Each 4(a)(2) Eligible Holder may exercise all or any portion of such 4(a)(2) Eligible Holder's 4(a)(2) Second Lien Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the 4(a)(2) Second Lien Subscription Rights, beginning on the Subscription Commencement Date, the 4(a)(2) Second Lien Subscription Form and these 4(a)(2) Second Lien Rights Offering Procedures will be sent to the Agent and each 4(a)(2) Eligible Holder, together with appropriate instructions for the proper completion, due execution and timely delivery of the executed 4(a)(2) Second Lien Subscription Form and the payment of the applicable aggregate Purchase Price for its 4(a)(2) Second Lien Rights Offering Securities.

4. Exercise of 4(a)(2) Second Lien Subscription Rights

(a) In order to validly exercise its 4(a)(2) Second Lien Subscription Rights, each 4(a)(2) Eligible Holder that is not a Commitment Party must:

i. return duly completed and executed 4(a)(2) Second Lien Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline and, to the extent applicable, deliver its Requisite Documentation as explained below; and

ii. at the same time it returns its 4(a)(2) Second Lien Subscription Form(s) to the Subscription Agent, but in no event later than the Subscription Expiration Deadline, pay, or have paid, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the 4(a)(2) Second Lien Subscription Form(s).

(b) In order to validly exercise its 4(a)(2) Second Lien Subscription Rights, each

4(a)(2) Eligible Holder that is a Commitment Party must:

i. return duly completed and executed applicable 4(a)(2) Second Lien Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and an Investor Questionnaire), so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline and, to the extent applicable, deliver its Requisite Documentation as explained below; and

ii. no later than the Backstop Funding Deadline, pay its applicable portion of the Funding Amount to the Funding Account, by wire transfer **ONLY** of immediately available funds in accordance with the wire instructions included in the Funding Notice.

ALL COMMITMENT PARTIES MUST PAY THEIR APPLICABLE PORTION OF THE FUNDING AMOUNT DIRECTLY TO THE FUNDING ACCOUNT.

(c) With respect to 4(a) and (b) above, each 4(a)(2) Eligible Holder must duly complete, execute and return to the Subscription Agent the applicable completed 4(a)(2) Second Lien Subscription Form(s) in accordance with the instructions herein (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) and, solely with respect to the 4(a)(2) Eligible Holders that are not Commitment Parties, payment of the applicable Purchase Price, payable for the 4(a)(2) Second Lien Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder, by the Subscription Expiration Deadline and, to the extent applicable, deliver its Requisite Documentation as explained below. 4(a)(2) Eligible Holders that are Commitment Parties must deliver the payment of their applicable portion of the Funding Amount payable for the 4(a)(2) Second Lien Rights Offering Securities elected to be purchased by such Commitment Party directly to the Funding Account no later than the Backstop Funding Deadline.

(d) In the event that the funds received by the Subscription Agent or the Funding Account, as applicable, from any 4(a)(2) Eligible Holder do not correspond to the Purchase Price or applicable portion of the Funding Amount, as applicable, payable for the 4(a)(2) Second Lien Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder, the number of the 4(a)(2) Second Lien Rights Offering Securities deemed to be purchased by such 4(a)(2) Eligible Holder will be the lesser of (a) the number of the 4(a)(2) Second Lien Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder and (b) a number of the 4(a)(2) Second Lien Rights Offering Securities determined by dividing the amount of the funds received by the Purchase Price, in each case up to such 4(a)(2) Eligible Holder's *pro rata* portion of 4(a)(2) Second Lien Rights Offering Securities.

(e) The cash paid to the Subscription Agent in accordance with these 4(a)(2) Second Lien Rights Offering Procedures (and with respect to the Commitment Parties, the Backstop Commitment Agreement) will be deposited and held by the Subscription Agent in a segregated account until released to the Debtor in connection with the settlement of the Rights Offering on the Plan Effective Date. The Subscription

Agent may not use such cash for any other purpose prior to the Plan Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtor's bankruptcy estates.

5. Transfer Restriction; Revocation

Except as provided in the Backstop Commitment Agreement, (x) the 4(a)(2) Second Lien Subscription Rights are not detachable from the 4(a)(2) Eligible Claims and (y) if any 4(a)(2) Second Lien Subscription Rights are Transferred by a 4(a)(2) Eligible Holder, except in connection with a Transfer by a 4(a)(2) Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 4(a)(2) Second Lien Subscription Rights will be cancelled and neither such 4(a)(2) Eligible Holder nor the purported transferee will receive any 4(a)(2) Second Lien Rights Offering Shares otherwise purchasable on account of such Transferred 4(a)(2) Second Lien Subscription Rights.

Once a 4(a)(2) Eligible Holder has properly exercised its 4(a)(2) Second Lien Subscription Rights, subject to the terms and conditions contained in these 4(a)(2) Second Lien Rights Offering Procedures and the Backstop Commitment Agreement in the case of any Commitment Party, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Plan Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the Restructuring Support Agreement in accordance with its terms, (iii) termination of the Backstop Commitment Agreement in accordance with its terms and (iv) the Outside Date (as defined in the Backstop Commitment Agreement) (as such date may be extended pursuant to the terms of the Backstop Commitment Agreement). In the event the Rights Offering is terminated, any payments received pursuant to these 4(a)(2) Second Lien Rights Offering Procedures will be returned, without interest, to the applicable 4(a)(2) Eligible Holder as soon as reasonably practicable, but in any event, within seven (7) Business Days after the date of termination.

7. Settlement of the Rights Offering and Distribution of the 4(a)(2) Second Lien Rights Offering Securities

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtor with these 4(a)(2) Second Lien Rights Offering Procedures, and the simultaneous occurrence of the Plan Effective Date.

The 4(a)(2) Second Lien Rights Offering Securities will be issued to the 4(a)(2) Eligible Holders and/or to any party that a 4(a)(2) Eligible Holder so designates in the 4(a)(2) Second Lien Subscription Form(s), at the option of the Required Commitment Parties (in consultation with the Debtor), in book-entry form, with DTC, or its nominee, as the holder of record thereof, or on the

books and records of the Reorganized Company.

For the avoidance of doubt, any such 4(a)(2) Eligible Holder, and not a designee, shall remain responsible for the exercise and payment of its 4(a)(2) Second Lien Subscription Rights.

8. Fractional Shares

No fractional 4(a)(2) Second Lien Subscription Rights or 4(a)(2) Second Lien Rights Offering Securities will be issued in the Rights Offering. All share allocations (including each 4(a)(2) Eligible Holder's 4(a)(2) Second Lien Rights Offering Securities) will be calculated and rounded down to the nearest whole share, and the Purchase Price shall be adjusted accordingly. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Validity of Exercise of 4(a)(2) Second Lien Subscription Rights and Delivery of Rights Offering Materials

Except as otherwise provided herein, including under "Jones Act Limitations," all questions concerning the timeliness, viability, form and eligibility of any exercise of 4(a)(2) Second Lien Subscription Rights will be determined in good faith by the Debtor with the prior written consent of the Required Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Except as otherwise provided herein, the Debtor, with the written consent of the Required Commitment Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any 4(a)(2) Second Lien Subscription Rights. Except as otherwise provided herein, 4(a)(2) Second Lien Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtor determines in good faith with the written consent of the Required Commitment Parties.

Before exercising any 4(a)(2) Second Lien Subscription Rights, 4(a)(2) Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtor and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of (i) the value of any 4(a)(2) Eligible Holder's 4(a)(2) Eligible Claims for the purposes of the Rights Offering and (ii) any 4(a)(2) Eligible Holder's 4(a)(2) Second Lien Rights Offering Securities, shall be made in good faith by the Debtor with the written consent of the Required Commitment Parties and in each case in accordance with any Allowed Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

10. Modification of Procedures

With the prior written consent of the Required Commitment Parties, the Debtor reserves

the right to modify these 4(a)(2) Second Lien Rights Offering Procedures, or adopt additional procedures consistent with these 4(a)(2) Second Lien Rights Offering Procedures to effectuate the Rights Offering and to issue the 4(a)(2) Second Lien Rights Offering Securities, provided, however, that the Debtor shall provide prompt written notice to each 4(a)(2) Eligible Holder of any material modification to these 4(a)(2) Second Lien Rights Offering Procedures made after the Subscription Commencement Date, provided further that any amendments or modifications to the terms of the Rights Offering are subject to the provisions of Section 21 of the Backstop Commitment Agreement. In so doing, and subject to the consent of the Required Commitment Parties, the Debtor may execute and enter into agreements and take further action that the Debtor determines in good faith is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the 4(a)(2) Second Lien Rights Offering Securities.

11. Inquiries and Transmittal of Documents; Subscription Agent

The 4(a)(2) Second Lien Rights Offering Instructions for 4(a)(2) Eligible Holders attached hereto should be carefully read and strictly followed by the 4(a)(2) Eligible Holders.

Questions relating to the Rights Offering should be directed to the Subscription Agent via email to HornbeckOffers@Stretto.com (please reference "HOS 4(a)(2) Second Lien Rights Offering" in the subject line) or at the following phone number: (888) 448-3917 (domestic) or (949) 317-1839 (international).

The risk of non-delivery of all documents and payments to the Subscription Agent or the Funding Account is on the 4(a)(2) Eligible Holder electing to exercise its 4(a)(2) Second Lien Subscription Rights and not the Debtor, the Subscription Agent, or the Commitment Parties.

12. Failure to Exercise 4(a)(2) Second Lien Subscription Rights

Unexercised 4(a)(2) Second Lien Subscription Rights in respect of 4(a)(2) Second Lien Rights Offering Securities will be relinquished on the Subscription Expiration Deadline. If, on or prior to the Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from a 4(a)(2) Eligible Holder a duly completed applicable 4(a)(2) Second Lien Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire), such 4(a)(2) Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering in respect of 4(a)(2) Second Lien Rights Offering Securities.

Any attempt to exercise 4(a)(2) Second Lien Subscription Rights after the Subscription Expiration Deadline in respect of 4(a)(2) Second Lien Rights Offering Securities shall be null and void and the Company shall not be obligated to honor any such purported exercise received by the Subscription Agent after the Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

The method of delivery of the applicable 4(a)(2) Second Lien Subscription Form and any other required documents is at each 4(a)(2) Eligible Holder's option and sole risk, and delivery will be considered made only when actually received by the Subscription Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is

encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery by 4:00 p.m. (Central Time) on the Subscription Expiration Deadline.

HORNBECK OFFSHORE SERVICES, INC.
4(a)(2) SECOND LIEN RIGHTS OFFERING INSTRUCTIONS
FOR 4(a)(2) ELIGIBLE HOLDERS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Check** the principal amount of the Allowed Claims that you held as of the Record Date which has been pre-populated in Item 1 of your 4(a)(2) Second Lien Subscription Form(s), based on the information provided by the Agent.

2. **Complete** the calculation in Item 2a of your 4(a)(2) Second Lien Subscription Form(s), which calculates the maximum number of 4(a)(2) Second Lien Rights Offering Securities available for you to purchase. Such amount must be rounded down to the nearest whole share.

3. **Complete** the calculation in Item 2b of your 4(a)(2) Second Lien Subscription Form(s) to indicate the number of 4(a)(2) Second Lien Rights Offering Securities that you elect to purchase and calculate the aggregate Purchase Price for the 4(a)(2) Second Lien Rights Offering Securities that you elect to purchase.

4. **Read and complete** the certification in Item 2c of your 4(a)(2) Second Lien Subscription Form(s) certifying whether you or any designee are a U.S. Citizen.

5. **Read and complete** the certification in Item 2d and Exhibit A of your 4(a)(2) Second Lien Subscription Form(s) certifying that you are an Accredited Investor or a QIB and you are acquiring the 4(a)(2) Second Lien Rights Offering Securities for your own account.

6. **Confirm** whether you are a Commitment Party pursuant to the representation in Item 3 of your 4(a)(2) Second Lien Subscription Form(s). (*This section is only for Commitment Parties, each of whom is aware of their status as a Commitment Party.*)

7. **Read** the certifications, representations, warranties and agreements in Item 4 of your 4(a)(2) Second Lien Subscription Form(s).

8. **Read, complete and sign** the certification in Item 6 of your 4(a)(2) Second Lien Subscription Form(s). Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these 4(a)(2) Second Lien Rights Offering Procedures.

9. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

10. **Read, complete and sign**, if you are a U.S. Citizen, the U.S. Citizenship Affidavit provided with the 4(a)(2) Second Lien Subscription Form. If you do not return the Requisite

Documentation by the Subscription Expiration Date, you will be treated as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act. The Requisite Documentation must also be provided for any designee specified in the 4(a)(2) Second Lien Subscription Form that is a U.S. Citizen. Failure to provide the Requisite Documentation for such designee will result in treatment of such designee as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act.

11. **Return** your signed 4(a)(2) Second Lien Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire), to the Subscription Agent by the Subscription Expiration Deadline.

12. **Arrange for full payment** of the aggregate Purchase Price or the applicable portion of the Funding Amount, as applicable, by wire transfer of immediately available funds, calculated in accordance with Item 2b of your 4(a)(2) Second Lien Subscription Form(s) or, with respect to the Commitment Parties, in accordance with the Funding Notice. For 4(a)(2) Eligible Holders that are not Commitment Parties, please transmit and deliver such payment to the Subscription Agent by the Subscription Expiration Deadline. Any Commitment Party should follow the payment instructions that will be provided in the Funding Notice for the payment of their applicable portion of the Funding Amount.

The Subscription Expiration Deadline is 4:00 p.m. Central Time on June 2, 2020.

Please note that the 4(a)(2) Second Lien Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) must be received by the Subscription Agent by the Subscription Expiration Deadline, along with the appropriate funding (with respect to 4(a)(2) Eligible Holders that are not Commitment Parties) or the subscription represented by your applicable 4(a)(2) Second Lien Subscription Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering. You must also deliver the Requisite Documentation, if applicable, as explained above.

4(a)(2) Eligible Holders that are Commitment Parties must deliver the appropriate funding directly to the Funding Account pursuant to the Funding Notice no later than the Backstop Funding Deadline.

Please email your Requisite Documentation to the email address below, and email, mail or deliver your completed 4(a)(2) Second Lien Subscription Form (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to the following address or email address. **YOUR COMPLETED 4(a)(2) SECOND LIEN SUBSCRIPTION FORM SHOULD ONLY BE SUBMITTED VIA ONE APPROVED METHOD OF RETURN. PLEASE DO NOT MAIL YOUR COMPLETED 4(a)(2) SECOND LIEN SUBSCRIPTION FORMS IF SUBMITTING THEM VIA EMAIL.**

HOS Rights Offering

Hornbeck Offshore Service, Inc.
c/o Stretto
Re: 4(a)(2) Second Lien Rights Offering
410 Exchange, Suite 100
Irvine, California 92602
Domestic: (888) 448-3917
International: (949) 317-1839

Preferred Method
If submitting via email: HornbeckOffers@Stretto.com

Exhibit A-2

4(a)(2) 2020 Notes Rights Offering Procedures

[*attached*]

HORNBECK OFFSHORE SERVICES, INC. (THE "DEBTOR" OR "COMPANY")

4(a)(2) 2020 NOTES RIGHTS OFFERING PROCEDURES

Each of the 4(a)(2) 2020 Notes Subscription Rights (as defined below) and the 4(a)(2) 2020 Notes Rights Offering Securities (as defined below) is being distributed or issued, as applicable, by the Debtor without registration under the Securities Act of 1933, as amended (the "Securities Act")[1], in reliance upon the exemption provided by Section 4(a)(2) thereof and/or Regulation D promulgated thereunder. None of the rights to purchase the 4(a)(2) 2020 Notes Rights Offering Securities (as defined below) (the "4(a)(2) 2020 Notes Subscription Rights"), which the Reorganized Company will distribute to the holders of Allowed 2020 Notes Claims (referred to herein as the "Allowed Claims") pursuant to the Plan or the 4(a)(2) 2020 Notes Rights Offering Securities issuable upon exercise of such rights distributed pursuant to these 4(a)(2) 2020 Notes Rights Offering Procedures have been or will be registered under the Securities Act, or any state or local law requiring registration for the offer and sale of a security.

Except as provided in the Backstop Commitment Agreement, the 4(a)(2) 2020 Notes Subscription Rights are not detachable from the Allowed Claims and may not be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (each a "Transfer") separately from the Allowed Claims (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the 4(a)(2) 2020 Notes Subscription Rights). The 4(a)(2) 2020 Notes Subscription Rights are not detachable from the 4(a)(2) Eligible Claims (as defined below) and if any 4(a)(2) 2020 Notes Subscription Rights are Transferred by a 4(a)(2) Eligible Holder, except in connection with a Transfer by a 4(a)(2) Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 4(a)(2) 2020 Notes Subscription Rights will be cancelled and neither such 4(a)(2) Eligible Holder nor the purported transferee will receive any 4(a)(2) 2020 Notes Rights Offering Shares otherwise purchasable on account of such Transferred 4(a)(2) 2020 Notes Subscription Rights. No 4(a)(2) 2020 Notes Rights Offering Securities may be Transferred absent registration under the Securities Act or pursuant to an exemption from registration under the Securities Act.

[1] **Capitalized terms used and not defined herein shall have the meaning assigned to them in the *Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc.* (as may be amended, modified, or supplemented from time to time, the "Plan") and the Backstop Commitment Agreement dated as of May 13, 2020, by and among the Company and the Commitment Parties thereto (as may be amended, modified, or supplemented from time to time, the "Backstop Commitment Agreement").**

The Disclosure Statement (as defined below) is concurrently being distributed in connection with the Debtor's solicitation of votes to accept or reject the Plan and that document sets forth important information, including risk factors, that should be carefully read and considered by each 4(a)(2) Eligible Holder (as defined below) prior to making a decision to participate in the Rights Offering. Additional copies of the Disclosure Statement are available upon request from Stretto (the "Subscription Agent").

Each of the 4(a)(2) 2020 Notes Rights Offering Securities issued upon exercise of a 4(a)(2) 2020 Notes Subscription Right, and each book entry position or certificate issued in exchange for or upon the Transfer of any such 4(a)(2) 2020 Notes Rights Offering Security, shall be deemed to contain or be stamped or otherwise imprinted with, as applicable, a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND SUCH SECURITIES [AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF SUCH SECURITIES] HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

Only holders of Allowed Claims who are (i) "accredited investors" (as defined in Rule 501(a) promulgated under Regulation D under the Securities Act) ("Accredited Investors") or "qualified institutional buyers" (within the meaning of Rule 144A of the Securities Act) ("QIBs"), and that are acquiring the 4(a)(2) 2020 Notes Rights Offering Securities for their own account and (ii) hold Allowed Claims in an aggregate amount of at least $50,000 ("4(a)(2) Eligible Holders") will receive 4(a)(2) 2020 Notes Subscription Rights to participate in the Rights Offering with respect to the 4(a)(2) 2020 Notes Rights Offering Securities.

The Rights Offering, with respect to the 4(a)(2) 2020 Notes Rights Offering Securities, is being conducted by the Debtor on behalf of the Reorganized Company and the other Debtors in good faith and in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

4(a)(2) Eligible Holders should note the following times relating to the Rights Offering:

Date	**Calendar Date**	**Event**
Record Date ……	10:59 p.m. Central Time on May 1, 2020	The date and time mutually agreed between the Company and the Required Commitment Parties fixed by the Debtor for the determination of the holders eligible to participate in the Rights Offering.
Subscription Commencement Date ……	May 13, 2020	Commencement of the Rights Offering.
Subscription Expiration Deadline ……	4:00 p.m. Central Time on June 2, 2020	The deadline mutually agreed between the Company and the Required Commitment Parties for 4(a)(2) Eligible Holders to subscribe for 4(a)(2) 2020 Notes Rights Offering Securities. A 4(a)(2) Eligible Holder's applicable 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Questionnaire and, if applicable, the Requisite Documentation (as defined below)) must be received by the 4(a)(2) Eligible Holder's Nominee (as defined below) in sufficient time to allow such Nominee to deliver the Master 4(a)(2) Subscription Form to the Subscription Agent by the Subscription Expiration Deadline. 4(a)(2) Eligible Holders who are not Commitment Parties must deliver the aggregate Purchase Price (as defined below) on or prior to the Subscription Expiration Deadline. 4(a)(2) Eligible Holders who are Commitment Parties must deliver such Commitment Party's applicable portion of the Funding Amount no later than the deadline specified in the Funding Notice (as defined below) in accordance with the terms of the Backstop Commitment

Agreement.

To 4(a)(2) Eligible Holders and Nominees of 4(a)(2) Eligible Holders:

It is currently expected that on or after May 15, 2020, the Debtor will file the Plan with the United States Bankruptcy Court for the Southern District of Texas Houston Division, and the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc. and its Debtor Affiliates* (as may be amended from time to time in accordance with its terms, the "Disclosure Statement"). Pursuant to the Plan, each 4(a)(2) Eligible Holder has a right to participate in the Rights Offering with respect to the Allowed Claims held or beneficially held by such 4(a)(2) Eligible Holder as of the Record Date (such claims being, "4(a)(2) Eligible Claims") in accordance with the terms and conditions of these 4(a)(2) 2020 Notes Rights Offering Procedures.

Pursuant to the Plan, each 4(a)(2) Eligible Holder is entitled to subscribe for its *pro rata* portion of the shares of the New Equity issued by the Reorganized Company in the Rights Offering in respect of the 4(a)(2) Eligible Claims (the "4(a)(2) 2020 Notes Rights Offering Shares") or, to ensure compliance with the Jones Act (as discussed below and in the Disclosure Statement and Plan), Jones Act Warrants in lieu of such 4(a)(2) 2020 Notes Rights Offering Shares (the "4(a)(2) 2020 Notes Rights Offering Warrants," together with the 4(a)(2) 2020 Notes Rights Offering Shares, the "4(a)(2) 2020 Notes Rights Offering Securities"), in an aggregate amount of $24,949,060, provided that it timely and properly executes and delivers its applicable 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to its Nominee in advance of the Subscription Expiration Deadline. Each such Nominee will receive a Master 4(a)(2) Subscription Form which it shall use to summarize the 4(a)(2) 2020 Notes Subscription Rights exercised by each 4(a)(2) Eligible Holder that timely returns the applicable properly filled out 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) to such Nominee. 4(a)(2) 2020 Notes Beneficial Holder Subscription Forms should not be returned directly to the Subscription Agent because no beneficial holders hold their 2020 Notes Claim directly on the books of the indenture trustee.

Please note that all 4(a)(2) 2020 Notes Beneficial Holder Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Questionnaire and, if applicable, the Requisite Documentation) must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the Master 4(a)(2) Subscription Form and copies of all 4(a)(2) 2020 Notes Beneficial Holder Subscription Forms, and the accompanying IRS Forms, Investor Questionnaires and, if applicable, the Requisite Documentation prior to the Subscription Expiration Deadline. To the extent of any discrepancy between the Master 4(a)(2) Subscription Form and the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) regarding the 4(a)(2) Eligible Holder's principal amount, the Master 4(a)(2) Subscription Form shall govern. While the amount of time necessary for a Nominee to process and deliver the Master 4(a)(2) Subscription Form to the Subscription Agent will vary from Nominee to Nominee, 4(a)(2) Eligible Holders are urged to

consult with their Nominees to determine the necessary deadline to return their 4(a)(2) 2020 Notes Beneficial Holder Subscription Forms. Failure to submit such 4(a)(2) 2020 Notes Beneficial Holder Subscription Forms on a timely basis will result in forfeiture of a 4(a)(2) Eligible Holder's rights to participate in the Rights Offering in respect of the 4(a)(2) 2020 Notes Rights Offering Securities. None of the Debtor, the Subscription Agent or any of the Commitment Parties will have any liability for any such failure.

No 4(a)(2) Eligible Holder shall be entitled to participate in the Rights Offering unless the aggregate Purchase Price for the 4(a)(2) 2020 Notes Rights Offering Securities it subscribes for or applicable portion of the Funding Amount, as applicable, is received by the Subscription Agent (i) in the case of a 4(a)(2) Eligible Holder that is not a Commitment Party, by the Subscription Expiration Deadline, and (ii) in the case of a 4(a)(2) Eligible Holder that is a Commitment Party, no later than the deadline and in the form and manner specified in a written notice (a "Funding Notice") delivered by or on behalf of the Debtor to the Commitment Parties in accordance with Section 1(g) of the Backstop Commitment Agreement (the "Backstop Funding Deadline"), *provided that* the Commitment Parties may deposit their applicable portion of the Funding Amount in the Funding Account pursuant to Section 1(g) of the Backstop Commitment Agreement, in accordance with the terms of the Backstop Commitment Agreement. No interest is payable on any advanced funding of the Purchase Price or Funding Amount. If the Rights Offering is terminated for any reason, the aggregate Purchase Price or Funding Amount, as applicable, previously received by the Subscription Agent will be returned to 4(a)(2) Eligible Holders and Commitment Parties, as applicable, as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price or Funding Amount. Any 4(a)(2) Eligible Holder who is not a Commitment Party submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent by the Subscription Expiration Deadline.

Jones Act Limitations

Certain of the Debtor's operations are conducted in the U.S. Coastwise Trade and are governed by 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 known collectively as the "Jones Act" 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. The U.S. Coastwise Trade restricts waterborne transportation of goods and passengers between points in the United States to vessels owned and controlled by "citizens of the United States" within the meaning of the Jones Act (such a person, a "U.S. Citizen"). The Debtor could lose its privilege of operating vessels in the Jones Act trade if Non-U.S. Citizens were to own or control, in the aggregate, more than 25% of any class or series of the equity interests in the Debtor. Furthermore, to comply with the Jones Act, the Reorganized Company's New Corporate Governance Documents will provide that Non-U.S. Citizens in the aggregate may not own more than 24% of the New Equity to be issued and outstanding at any time, including the Plan Effective Date. Therefore, as further described in the Plan, in order to ensure that at least 76% of the Reorganized Company's equity interests will be owned by U.S. Citizens, and solely to such

extent, holders of Allowed Claims exercising 4(a)(2) 2020 Notes Subscription Rights or Backstop Commitments pursuant to the Backstop Commitment Agreement and these 4(a)(2) 2020 Notes Rights Offering Procedures that are Non-U.S. Citizens shall receive 4(a)(2) 2020 Notes Rights Offering Warrants in lieu of all or a portion of such shares of New Equity in an amount such that, in the aggregate with all other Non-U.S. Citizens affected by this section and all Non-U.S. Citizens entitled to receive New Equity under the Plan, the Jones Act Restriction is satisfied. For the avoidance of doubt, any holder of Allowed Claims to which 4(a)(2) 2020 Notes Rights Offering Warrants are issued 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 shares of New Equity pursuant hereto. Such 4(a)(2) 2020 Notes Rights Offering Warrants shall have the terms and be subject to the restrictions as are set forth in the Plan.

For purposes of these 4(a)(2) 2020 Notes Rights Offering Procedures, a Person (as defined in the Plan) shall be a Non-U.S. Citizen if such Person (i) does not furnish an affidavit of United States citizenship (a "U.S. Citizenship Affidavit") in the form provided with the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form and any other documentation as the Debtor, in consultation with the Required Commitment Parties, deems advisable to fulfill the purpose or implement the provisions of the Debtor's New Corporate Governance Documents in order to maintain compliance with the Jones Act (the "Requisite Documentation") or (ii) such Requisite Documentation has been rejected by the Debtor, in consultation with the Required Commitment Parties. In all cases, a 4(a)(2) Eligible Holder that provides the Requisite Documentation and that is determined by the Debtor, in consultation with the Required Commitment Parties, as set forth above, to be a U.S. Citizen, shall receive New Equity as set forth in the Disclosure Statement and Plan. The maximum aggregate percentage of New Equity that will be issued to Non-U.S. Citizens, and any Persons that fail to deliver the Requisite Documentation, pursuant to the allocation set forth in the Plan shall be 24%. The consultation rights of the Required Commitment Parties under this Section 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 any Persons 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 such Person as a U.S. Citizen or a Non-U.S. Citizen.

In order to participate in the Rights Offering in respect of the 4(a)(2) 2020 Notes Rights Offering Securities, a 4(a)(2) Eligible Holder (or its Nominee) must complete all of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline or the Backstop Funding Deadline, as applicable, a 4(a)(2) Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering in respect of the 4(a)(2) 2020 Notes Rights Offering Securities.

1. Rights Offering

4(a)(2) Eligible Holders have the right, but not the obligation, to participate in the Rights Offering in respect of the 4(a)(2) 2020 Notes Rights Offering Securities. 4(a)(2) Eligible Holders shall receive rights to subscribe for their *pro rata* portion of the 4(a)(2) 2020 Notes Rights

Offering Securities.

Subject to the terms and conditions set forth in the Plan and these 4(a)(2) 2020 Notes Rights Offering Procedures, each 4(a)(2) Eligible Holder is entitled to subscribe for up to 11.1224 4(a)(2) 2020 Notes Rights Offering Securities per $1,000 of principal amount of the 4(a)(2) Eligible Claims. To ensure that the Reorganized Company remains a U.S. Citizen in compliance with the Jones Act, as discussed above, 4(a)(2) 2020 Notes Rights Offering Warrants may be issued in lieu of 4(a)(2) 2020 Notes Rights Offering Shares, as described in the Plan. Subscriptions will be made at a purchase price of $10.00 per 4(a)(2) 2020 Notes Rights Offering Share or 4(a)(2) 2020 Notes Rights Offering Warrant (the "Purchase Price").

There will be no over-subscription privilege in the Rights Offering. Any 4(a)(2) 2020 Notes Rights Offering Securities that are unsubscribed by the 4(a)(2) Eligible Holders entitled thereto will not be offered to other 4(a)(2) Eligible Holders but will be purchased by the applicable Commitment Parties in accordance with the Backstop Commitment Agreement. Subject to the terms and conditions of the Backstop Commitment Agreement, each Commitment Party has agreed to purchase (on a several and not joint basis) a certain portion of the Backstop Shares.

SUBJECT TO THE TERMS AND CONDITIONS OF THESE 4(a)(2) 2020 NOTES RIGHTS OFFERING PROCEDURES AND THE BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY COMMITMENT PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE 4(a)(2) 2020 NOTES BENEFICIAL HOLDER SUBSCRIPTION FORM(S) ARE IRREVOCABLE.

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each 4(a)(2) Eligible Holder intending to purchase 4(a)(2) 2020 Notes Rights Offering Securities in the Rights Offering must affirmatively elect to exercise its 4(a)(2) 2020 Notes Subscription Rights in the manner set forth in the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form by the Subscription Expiration Deadline.

Any exercise of 4(a)(2) 2020 Notes Subscription Rights by a 4(a)(2) Eligible Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Subscription Expiration Deadline may be extended with the consent of the Required Commitment Parties, or as required by law.

3. Delivery of Subscription Documents

Each 4(a)(2) Eligible Holder may exercise all or any portion of such 4(a)(2) Eligible Holder's 4(a)(2) 2020 Notes Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the 4(a)(2) 2020 Notes Subscription Rights, beginning on the Subscription Commencement Date, the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form and these 4(a)(2) 2020 Notes Rights Offering Procedures will be sent to the Nominees of each 4(a)(2) Eligible Holder, with instructions for such Nominees to forward the 4(a)(2) Subscription Form and these 4(a)(2) 2020 Notes Rights Offering Procedures to the 4(a)(2) Eligible Holder, together with appropriate instructions for the proper completion, due execution and timely delivery of the executed 4(a)(2) 2020 Notes Beneficial Holder Subscription Form and the payment of the applicable aggregate Purchase Price for its 4(a)(2) 2020 Notes Rights Offering Securities.

4. Exercise of 4(a)(2) 2020 Notes Subscription Rights

(a) In order to validly exercise its 4(a)(2) 2020 Notes Subscription Rights, each 4(a)(2) Eligible Holder that is not a Commitment Party must:

i. return duly completed and executed 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to its Nominee so that such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. at the same time it returns its 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) to its Nominee, but in no event later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s).

(b) In order to validly exercise its 4(a)(2) 2020 Notes Subscription Rights, each 4(a)(2) Eligible Holder that is a Commitment Party must:

i. return duly completed and executed applicable 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to its Nominee so that such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. no later than the Backstop Funding Deadline, pay its applicable portion of the Funding Amount to the Funding Account, by wire transfer **ONLY** of immediately available funds in accordance with the wire instructions included in the Funding Notice.

ALL COMMITMENT PARTIES MUST PAY THEIR APPLICABLE PORTION OF THE FUNDING AMOUNT DIRECTLY TO THE FUNDING ACCOUNT AND SHOULD NOT PAY THEIR NOMINEE(S).

(c) With respect to 4(a) and (b) above, each 4(a)(2) Eligible Holder must duly complete, execute and return the applicable 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) in accordance with the instructions herein to its Nominee in sufficient time to allow its Nominee to process its instructions and deliver to the Subscription Agent the Master 4(a)(2) Subscription Form its completed 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Questionnaire and, if applicable, the Requisite Documentation) and, solely with respect to the 4(a)(2) Eligible Holders that are not Commitment Parties, payment of the applicable Purchase Price, payable for the 4(a)(2) 2020 Notes Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder, by the Subscription Expiration Deadline. 4(a)(2) Eligible Holders that are Commitment Parties must deliver the payment of their applicable portion of the Funding Amount payable for the 4(a)(2) 2020 Notes Rights Offering Securities elected to be purchased by such Commitment Party directly to the Funding Account no later than the Backstop Funding Deadline.

(d) In the event that the funds received by the Subscription Agent or the Funding Account, as applicable, from any 4(a)(2) Eligible Holder do not correspond to the Purchase Price or applicable portion of the Funding Amount, as applicable, payable for the 4(a)(2) 2020 Notes Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder, the number of the 4(a)(2) 2020 Notes Rights Offering Securities deemed to be purchased by such 4(a)(2) Eligible Holder will be the lesser of (a) the number of the 4(a)(2) 2020 Notes Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder and (b) a number of the 4(a)(2) 2020 Notes Rights Offering Securities determined by dividing the amount of the funds received by the Purchase Price, in each case up to such 4(a)(2) Eligible Holder's *pro rata* portion of 4(a)(2) 2020 Notes Rights Offering Securities.

(e) The cash paid to the Subscription Agent in accordance with these 4(a)(2) 2020 Notes Rights Offering Procedures (and with respect to the Commitment Parties, the Backstop Commitment Agreement) will be deposited and held by the Subscription Agent in a segregated account until released to the Debtor in connection with the settlement of the Rights Offering on the Plan Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Plan Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtor's bankruptcy estates.

5. Transfer Restriction; Revocation

The 4(a)(2) 2020 Notes Subscription Rights are not detachable from the 4(a)(2) Eligible Claims and if any 4(a)(2) 2020 Notes Subscription Rights are Transferred by a 4(a)(2) Eligible Holder, except in connection with a Transfer by a 4(a)(2) Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 4(a)(2) 2020 Notes Subscription Rights will be cancelled and neither such 4(a)(2) Eligible Holder nor the purported transferee will receive any 4(a)(2) 2020 Notes Rights Offering Shares otherwise purchasable on account of such Transferred 4(a)(2) 2020 Notes Subscription Rights.

Once a 4(a)(2) Eligible Holder has properly exercised its 4(a)(2) 2020 Notes Subscription Rights, subject to the terms and conditions contained in these 4(a)(2) 2020 Notes Rights Offering Procedures and the Backstop Commitment Agreement in the case of any Commitment Party, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Plan Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the Restructuring Support Agreement in accordance with its terms, (iii) termination of the Backstop Commitment Agreement in accordance with its terms and (iv) the Outside Date (as defined in the Backstop Commitment Agreement) (as such date may be extended pursuant to the terms of the Backstop Commitment Agreement). In the event the Rights Offering is terminated, any payments received pursuant to these 4(a)(2) 2020 Notes Rights Offering Procedures will be returned, without interest, to the applicable 4(a)(2) Eligible Holder as soon as reasonably practicable, but in any event, within seven (7) Business Days after the date of termination.

7. Settlement of the Rights Offering and Distribution of the 4(a)(2) 2020 Notes Rights Offering Securities

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtor with these 4(a)(2) 2020 Notes Rights Offering Procedures, and the simultaneous occurrence of the Plan Effective Date.

The 4(a)(2) 2020 Notes Rights Offering Securities will be issued to the 4(a)(2) Eligible Holders and/or to any party that a 4(a)(2) Eligible Holder so designates in the 4(a)(2) 2020 Notes Subscription Form(s), at the option of the Required Commitment Parties (in consultation with the Debtor), in book-entry form, with DTC, or its nominee, as the holder of record thereof, or on the books and records of the Reorganized Company.

For the avoidance of doubt, any such 4(a)(2) Eligible Holder, and not a designee, shall remain responsible for the exercise and payment of its 4(a)(2) 2020 Notes Subscription Rights.

8. Fractional Shares

No fractional 4(a)(2) 2020 Notes Subscription Rights or 4(a)(2) 2020 Notes Rights Offering Securities will be issued in the Rights Offering. All share allocations (including each 4(a)(2) Eligible Holder's 4(a)(2) 2020 Notes Rights Offering Securities) will be calculated and rounded down to the nearest whole share, and the Purchase Price shall be adjusted accordingly. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Validity of Exercise of 4(a)(2) 2020 Notes Subscription Rights and Delivery of Rights Offering Materials

Except as otherwise provided herein, including under "Jones Act Limitations," all questions concerning the timeliness, viability, form and eligibility of any exercise of 4(a)(2) 2020 Notes Subscription Rights will be determined in good faith by the Debtor with the prior written consent of the Required Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Except as otherwise provided herein, the Debtor, with the written consent of the Required Commitment Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any 4(a)(2) 2020 Notes Subscription Rights. Except as otherwise provided herein, 4(a)(2) 2020 Notes Beneficial Holder Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtor determines in good faith with the written consent of the Required Commitment Parties.

Before exercising any 4(a)(2) 2020 Notes Subscription Rights, 4(a)(2) Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtor and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of (i) the value of any 4(a)(2) Eligible Holder's 4(a)(2) Eligible Claims for the purposes of the Rights Offering and (ii) any 4(a)(2) Eligible Holder's 4(a)(2) 2020 Notes Rights Offering Securities, shall be made in good faith by the Debtor with the written consent of the Required Commitment Parties and in each case in accordance with any Allowed Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

Delivery by the Subscription Agent of the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form and these 4(a)(2) 2020 Notes Rights Offering Procedures to the Nominees as of the Record Date (with instructions to forward such documents to the Nominees' 4(a)(2) Eligible Holder clients) shall constitute valid and sufficient delivery of such documents, and satisfy the obligations of the Subscription Agent with respect thereto. Nominees may utilize an agent to distribute the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form and these 4(a)(2) 2020 Notes Rights Offering Procedures to their client 4(a)(2) Eligible Holders and seek reasonable reimbursement of the costs associated therewith by submitting a timely invoice to the Subscription Agent.

10. Modification of Procedures

With the prior written consent of the Required Commitment Parties, the Debtor reserves the right to modify these 4(a)(2) 2020 Notes Rights Offering Procedures, or adopt additional procedures consistent with these 4(a)(2) 2020 Notes Rights Offering Procedures to effectuate the Rights Offering and to issue the 4(a)(2) 2020 Notes Rights Offering Securities, provided, however, that the Debtor shall provide prompt written notice to each 4(a)(2) Eligible Holder of any material modification to these 4(a)(2) 2020 Notes Rights Offering Procedures made after the Subscription Commencement Date, provided further that any amendments or modifications to the terms of the Rights Offering are subject to the provisions of Section 21 of the Backstop Commitment Agreement. In so doing, and subject to the consent of the Required Commitment Parties, the Debtor may execute and enter into agreements and take further action that the Debtor determines in good faith is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the 4(a)(2) 2020 Notes Rights Offering Securities.

11. Inquiries and Transmittal of Documents; Subscription Agent

The 4(a)(2) 2020 Notes Rights Offering Instructions for 4(a)(2) Eligible Holders attached hereto should be carefully read and strictly followed by the 4(a)(2) Eligible Holders.

Questions relating to the Rights Offering should be directed to the Subscription Agent via email to HornbeckOffers@Stretto.com (please reference "HOS 4(a)(2) 2020 Notes Rights Offering" in the subject line) or at the following phone number: (888) 448-3917 (domestic) or (949) 317-1839 (international).

The risk of non-delivery of all documents and payments to the Subscription Agent or the Funding Account and any Nominee is on the 4(a)(2) Eligible Holder electing to exercise its 4(a)(2) 2020 Notes Subscription Rights and not the Debtor, the Subscription Agent, or the Commitment Parties.

12. Failure to Exercise 4(a)(2) 2020 Notes Subscription Rights

Unexercised 4(a)(2) 2020 Notes Subscription Rights in respect of 4(a)(2) 2020 Notes Rights Offering Securities will be relinquished on the Subscription Expiration Deadline. If, on or prior to the Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from a 4(a)(2) Eligible Holder a duly completed applicable 4(a)(2) 2020 Notes Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire), such 4(a)(2) Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering in respect of 4(a)(2) 2020 Notes Rights Offering Securities.

Any attempt to exercise 4(a)(2) 2020 Notes Subscription Rights after the Subscription Expiration Deadline in respect of 4(a)(2) 2020 Notes Rights Offering Securities shall be null and void and the Company shall not be obligated to honor any such purported exercise received by the Subscription Agent after the Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

The method of delivery of the applicable 4(a)(2) 2020 Notes Beneficial Holder Subscription Form and any other required documents is at each 4(a)(2) Eligible Holder's option and sole risk, and delivery will be considered made only when actually received by the Subscription Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery by 4:00 p.m. (Central Time) on the Subscription Expiration Deadline.

HORNBECK OFFSHORE SERVICES, INC.
4(a)(2) 2020 NOTES RIGHTS OFFERING INSTRUCTIONS
FOR 4(a)(2) ELIGIBLE HOLDERS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** the principal amount of the Allowed Claims that you held as of the Record Date in Item 1 of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (if you do not know such amount, please contact your Nominee immediately).

2. **Complete** the calculation in Item 2a of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s), which calculates the maximum number of 4(a)(2) 2020 Notes Rights Offering Securities available for you to purchase. Such amount must be rounded down to the nearest whole share.

3. **Complete** the calculation in Item 2b of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) to indicate the number of 4(a)(2) 2020 Notes Rights Offering Securities that you elect to purchase and calculate the aggregate Purchase Price for the 4(a)(2) 2020 Notes Rights Offering Securities that you elect to purchase.

4. **Read and complete** the certification in Item 2c of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) certifying whether you or any designee are a U.S. Citizen.

5. **Read and complete** the certification in Item 2d and Exhibit A of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) certifying that you are an Accredited Investor or a QIB and you are acquiring the 4(a)(2) 2020 Notes Rights Offering Securities for your own account.

6. **Confirm** whether you are a Commitment Party pursuant to the representation in Item 3 of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s). (*This section is only for Commitment Parties, each of whom is aware of their status as a Commitment Party*.)

7. **Read** the certifications, representations, warranties and agreements in Item 4 of your 4(a)(2) 2020 Notes Subscription Form(s).

8. **Read, complete and sign** the certification in Item 6 of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s). Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these 4(a)(2) 2020 Notes Rights Offering Procedures.

9. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

10. **Read, complete and sign**, if you are a U.S. Citizen, the U.S. Citizenship Affidavit provided with the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form. If you do not return the Requisite Documentation by the Subscription Expiration Deadline, you will be treated as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act. The Requisite Documentation must also be provided for any designee specified in the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form that is a U.S. Citizen. Failure to provide the Requisite Documentation for such designee will result in treatment of such designee as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act.

11. **Return** your signed 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire and, if applicable, the Requisite Documentation) to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the Master 4(a)(2) Subscription Form to the Subscription Agent by the Subscription Expiration Deadline.

12. **Arrange for full payment** of the aggregate Purchase Price or the applicable portion of the Funding Amount, as applicable, by wire transfer of immediately available funds, calculated in accordance with Item 2b of your 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) or, with respect to the Commitment Parties, in accordance with the Funding Notice. For 4(a)(2) Eligible Holders that are not Commitment Parties, please instruct your Nominee to coordinate payment of the Purchase Price and transmit and deliver such payment to the Subscription Agent by the Subscription Expiration Deadline. The Nominee of a 4(a)(2) Eligible Holder that is not a Commitment Party should follow the payment instructions as provided in the Master 4(a)(2) Subscription Form. Any Commitment Party should follow the payment instructions that will be provided in the Funding Notice for the payment of their applicable portion of the Funding Amount.

The Subscription Expiration Deadline is 4:00 p.m. Central Time on June 2, 2020.

Please note that the 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire and, if applicable, the Requisite Documentation) must be received by your broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the "Nominee") in sufficient time to allow such Nominee to process and deliver the Master 4(a)(2) Subscription Form to the Subscription Agent, by the Subscription Expiration Deadline, along with the appropriate funding (with respect to 4(a)(2) Eligible Holders that are not Commitment Parties) or the subscription represented by your applicable 4(a)(2) 2020 Notes Beneficial Holder Subscription Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering. You must also deliver the Requisite Documentation, if applicable, as explained above.

4(a)(2) Eligible Holders that are Commitment Parties must deliver the appropriate funding

directly to the Funding Account pursuant to the Funding Notice no later than the Backstop Funding Deadline.

Exhibit A-3

4(a)(2) 2021 Notes Rights Offering Procedures

[*attached*]

HORNBECK OFFSHORE SERVICES, INC. (THE "DEBTOR" OR "COMPANY")

4(a)(2) 2021 NOTES RIGHTS OFFERING PROCEDURES

Each of the 4(a)(2) 2021 Notes Subscription Rights (as defined below) and the 4(a)(2) 2021 Notes Rights Offering Securities (as defined below) is being distributed or issued, as applicable, by the Debtor without registration under the Securities Act of 1933, as amended (the "Securities Act")[1], in reliance upon the exemption provided by Section 4(a)(2) thereof and/or Regulation D promulgated thereunder. None of the rights to purchase the 4(a)(2) 2021 Notes Rights Offering Securities (as defined below) (the "4(a)(2) 2021 Notes Subscription Rights"), which the Reorganized Company will distribute to the holders of Allowed 2021 Notes Claims (referred to herein as the "Allowed Claims") pursuant to the Plan or the 4(a)(2) 2021 Notes Rights Offering Securities issuable upon exercise of such rights distributed pursuant to these 4(a)(2) 2021 Notes Rights Offering Procedures have been or will be registered under the Securities Act, or any state or local law requiring registration for the offer and sale of a security.

Except as provided in the Backstop Commitment Agreement, the 4(a)(2) 2021 Notes Subscription Rights are not detachable from the Allowed Claims and may not be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (each a "Transfer") separately from the Allowed Claims (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the 4(a)(2) 2021 Notes Subscription Rights). The 4(a)(2) 2021 Notes Subscription Rights are not detachable from the 4(a)(2) Eligible Claims (as defined below) and if any 4(a)(2) 2021 Notes Subscription Rights are Transferred by a 4(a)(2) Eligible Holder, except in connection with a Transfer by a 4(a)(2) Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 4(a)(2) 2021 Notes Subscription Rights will be cancelled and neither such 4(a)(2) Eligible Holder nor the purported transferee will receive any 4(a)(2) 2021 Notes Rights Offering Shares otherwise purchasable on account of such Transferred 4(a)(2) 2021 Notes Subscription Rights. No 4(a)(2) 2021 Notes Rights Offering Securities may be Transferred absent registration under the Securities Act or pursuant to an exemption from registration under the Securities Act.

[1] **Capitalized terms used and not defined herein shall have the meaning assigned to them in the *Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc.* (as may be amended, modified, or supplemented from time to time, the "Plan") and the Backstop Commitment Agreement dated as of May 13, 2020, by and among the Company and the Commitment Parties thereto (as may be amended, modified, or supplemented from time to time, the "Backstop Commitment Agreement").**

The Disclosure Statement (as defined below) is concurrently being distributed in connection with the Debtor's solicitation of votes to accept or reject the Plan and that document sets forth important information, including risk factors, that should be carefully read and considered by each 4(a)(2) Eligible Holder (as defined below) prior to making a decision to participate in the Rights Offering. Additional copies of the Disclosure Statement are available upon request from Stretto (the "Subscription Agent").

Each of the 4(a)(2) 2021 Notes Rights Offering Securities issued upon exercise of a 4(a)(2) 2021 Notes Subscription Right, and each book entry position or certificate issued in exchange for or upon the Transfer of any such 4(a)(2) 2021 Notes Rights Offering Security, shall be deemed to contain or be stamped or otherwise imprinted with, as applicable, a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [ISSUANCE DATE], AND SUCH SECURITIES [AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF SUCH SECURITIES] HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

Only holders of Allowed Claims who are (i) "accredited investors" (as defined in Rule 501(a) promulgated under Regulation D under the Securities Act) ("Accredited Investors") or "qualified institutional buyers" (within the meaning of Rule 144A of the Securities Act) ("QIBs"), and that are acquiring the 4(a)(2) 2021 Notes Rights Offering Securities for their own account and (ii) hold Allowed Claims in an aggregate amount of at least $50,000 ("4(a)(2) Eligible Holders") will receive 4(a)(2) 2021 Notes Subscription Rights to participate in the Rights Offering with respect to the 4(a)(2) 2021 Notes Rights Offering Securities.

The Rights Offering, with respect to the 4(a)(2) 2021 Notes Rights Offering Securities, is being conducted by the Debtor on behalf of the Reorganized Company and the other Debtors in good faith and in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

4(a)(2) Eligible Holders should note the following times relating to the Rights Offering:

Date	**Calendar Date**	**Event**
Record Date ……	10:59 p.m. Central Time on May 1, 2020	The date and time mutually agreed between the Company and the Required Commitment Parties fixed by the Debtor for the determination of the holders eligible to participate in the Rights Offering.
Subscription Commencement Date ……	May 13, 2020	Commencement of the Rights Offering.
Subscription Expiration Deadline ……	4:00 p.m. Central Time on June 2, 2020	The deadline mutually agreed between the Company and the Required Commitment Parties for 4(a)(2) Eligible Holders to subscribe for 4(a)(2) 2021 Notes Rights Offering Securities. A 4(a)(2) Eligible Holder's applicable 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Questionnaire and, if applicable, the Requisite Documentation (as defined below)) must be received by the 4(a)(2) Eligible Holder's Nominee (as defined below) in sufficient time to allow such Nominee to deliver the Master 4(a)(2) Subscription Form to the Subscription Agent by the Subscription Expiration Deadline. 4(a)(2) Eligible Holders who are not Commitment Parties must deliver the aggregate Purchase Price (as defined below) on or prior to the Subscription Expiration Deadline. 4(a)(2) Eligible Holders who are Commitment Parties must deliver such Commitment Party's applicable portion of the Funding Amount no later than the deadline specified in the Funding Notice (as defined below) in accordance with the terms of the Backstop Commitment

Agreement.

To 4(a)(2) Eligible Holders and Nominees of 4(a)(2) Eligible Holders:

It is currently expected that on or after May 15, 2020, the Debtor will file the Plan with the United States Bankruptcy Court for the Southern District of Texas Houston Division, and the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc. and its Debtor Affiliates* (as may be amended from time to time in accordance with its terms, the "Disclosure Statement"). Pursuant to the Plan, each 4(a)(2) Eligible Holder has a right to participate in the Rights Offering with respect to the Allowed Claims held or beneficially held by such 4(a)(2) Eligible Holder as of the Record Date (such claims being, "4(a)(2) Eligible Claims") in accordance with the terms and conditions of these 4(a)(2) 2021 Notes Rights Offering Procedures.

Pursuant to the Plan, each 4(a)(2) Eligible Holder is entitled to subscribe for its *pro rata* portion of the shares of the New Equity issued by the Reorganized Company in the Rights Offering in respect of the 4(a)(2) Eligible Claims (the "4(a)(2) 2021 Notes Rights Offering Shares") or, to ensure compliance with the Jones Act (as discussed below and in the Disclosure Statement and Plan), Jones Act Warrants in lieu of such 4(a)(2) 2021 Notes Rights Offering Shares (the "4(a)(2) 2021 Notes Rights Offering Warrants," together with the 4(a)(2) 2021 Notes Rights Offering Shares, the "4(a)(2) 2021 Notes Rights Offering Securities"), in an aggregate amount of $50,050,940, provided that it timely and properly executes and delivers its applicable 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to its Nominee in advance of the Subscription Expiration Deadline. Each such Nominee will receive a Master 4(a)(2) Subscription Form which it shall use to summarize the 4(a)(2) 2021 Notes Subscription Rights exercised by each 4(a)(2) Eligible Holder that timely returns the applicable properly filled out 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) to such Nominee. 4(a)(2) 2021 Notes Beneficial Holder Subscription Forms should not be returned directly to the Subscription Agent because no beneficial holders hold their 2021 Notes Claim directly on the books of the indenture trustee.

Please note that all 4(a)(2) 2021 Notes Beneficial Holder Subscription Forms (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Questionnaire and, if applicable, the Requisite Documentation) must be returned to the applicable Nominee in sufficient time to allow such Nominee to process and deliver the Master 4(a)(2) Subscription Form and copies of all 4(a)(2) 2021 Notes Beneficial Holder Subscription Forms, and the accompanying IRS Forms, Investor Questionnaires and, if applicable, the Requisite Documentation prior to the Subscription Expiration Deadline. To the extent of any discrepancy between the Master 4(a)(2) Subscription Form and the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) regarding the 4(a)(2) Eligible Holder's principal amount, the Master 4(a)(2) Subscription Form shall govern. While the amount of time necessary for a Nominee to process and deliver the Master 4(a)(2) Subscription Form to the Subscription Agent will vary from Nominee to Nominee, 4(a)(2) Eligible Holders are urged to

consult with their Nominees to determine the necessary deadline to return their 4(a)(2) 2021 Notes Beneficial Holder Subscription Forms. Failure to submit such 4(a)(2) 2021 Notes Beneficial Holder Subscription Forms on a timely basis will result in forfeiture of a 4(a)(2) Eligible Holder's rights to participate in the Rights Offering in respect of the 4(a)(2) 2021 Notes Rights Offering Securities. None of the Debtor, the Subscription Agent or any of the Commitment Parties will have any liability for any such failure.

No 4(a)(2) Eligible Holder shall be entitled to participate in the Rights Offering unless the aggregate Purchase Price for the 4(a)(2) 2021 Notes Rights Offering Securities it subscribes for or applicable portion of the Funding Amount, as applicable, is received by the Subscription Agent (i) in the case of a 4(a)(2) Eligible Holder that is not a Commitment Party, by the Subscription Expiration Deadline, and (ii) in the case of a 4(a)(2) Eligible Holder that is a Commitment Party, no later than the deadline and in the form and manner specified in a written notice (a "Funding Notice") delivered by or on behalf of the Debtor to the Commitment Parties in accordance with Section 1(g) of the Backstop Commitment Agreement (the "Backstop Funding Deadline"), *provided that* the Commitment Parties may deposit their applicable portion of the Funding Amount in the Funding Account pursuant to Section 1(g) of the Backstop Commitment Agreement, in accordance with the terms of the Backstop Commitment Agreement. No interest is payable on any advanced funding of the Purchase Price or Funding Amount. If the Rights Offering is terminated for any reason, the aggregate Purchase Price or Funding Amount, as applicable, previously received by the Subscription Agent will be returned to 4(a)(2) Eligible Holders and Commitment Parties, as applicable, as provided in Section 6 hereof. No interest will be paid on any returned Purchase Price or Funding Amount. Any 4(a)(2) Eligible Holder who is not a Commitment Party submitting payment via its Nominee must coordinate such payment with its Nominee in sufficient time to allow the Nominee to forward such payment to the Subscription Agent by the Subscription Expiration Deadline.

Jones Act Limitations

Certain of the Debtor's operations are conducted in the U.S. Coastwise Trade and are governed by 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 known collectively as the "Jones Act" 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. The U.S. Coastwise Trade restricts waterborne transportation of goods and passengers between points in the United States to vessels owned and controlled by "citizens of the United States" within the meaning of the Jones Act (such a person, a "U.S. Citizen"). The Debtor could lose its privilege of operating vessels in the Jones Act trade if Non-U.S. Citizens were to own or control, in the aggregate, more than 25% of any class or series of the equity interests in the Debtor. Furthermore, to comply with the Jones Act, the Reorganized Company's New Corporate Governance Documents will provide that Non-U.S. Citizens in the aggregate may not own more than 24% of the New Equity to be issued and outstanding at any time, including the Plan Effective Date. Therefore, as further described in the Plan, in order to ensure that at least 76% of the Reorganized Company's equity interests will be owned by U.S. Citizens, and solely to such

extent, holders of Allowed Claims exercising 4(a)(2) 2021 Notes Subscription Rights or Backstop Commitments pursuant to the Backstop Commitment Agreement and these 4(a)(2) 2021 Notes Rights Offering Procedures that are Non-U.S. Citizens shall receive 4(a)(2) 2021 Notes Rights Offering Warrants in lieu of all or a portion of such shares of New Equity in an amount such that, in the aggregate with all other Non-U.S. Citizens affected by this section and all Non-U.S. Citizens entitled to receive New Equity under the Plan, the Jones Act Restriction is satisfied. For the avoidance of doubt, any holder of Allowed Claims to which 4(a)(2) 2021 Notes Rights Offering Warrants are issued 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 shares of New Equity pursuant hereto. Such 4(a)(2) 2021 Notes Rights Offering Warrants shall have the terms and be subject to the restrictions as are set forth in the Plan.

For purposes of these 4(a)(2) 2021 Notes Rights Offering Procedures, a Person (as defined in the Plan) shall be a Non-U.S. Citizen if such Person (i) does not furnish an affidavit of United States citizenship (a "U.S. Citizenship Affidavit") in the form provided with the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form and any other documentation as the Debtor, in consultation with the Required Commitment Parties, deems advisable to fulfill the purpose or implement the provisions of the Debtor's New Corporate Governance Documents in order to maintain compliance with the Jones Act (the "Requisite Documentation") or (ii) such Requisite Documentation has been rejected by the Debtor, in consultation with the Required Commitment Parties. In all cases, a 4(a)(2) Eligible Holder that provides the Requisite Documentation and that is determined by the Debtor, in consultation with the Required Commitment Parties, as set forth above, to be a U.S. Citizen, shall receive New Equity as set forth in the Disclosure Statement and Plan. The maximum aggregate percentage of New Equity that will be issued to Non-U.S. Citizens, and any Persons that fail to deliver the Requisite Documentation, pursuant to the allocation set forth in the Plan shall be 24%. The consultation rights of the Required Commitment Parties under this Section 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 any Persons 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 such Person as a U.S. Citizen or a Non-U.S. Citizen.

In order to participate in the Rights Offering in respect of the 4(a)(2) 2021 Notes Rights Offering Securities, a 4(a)(2) Eligible Holder (or its Nominee) must complete all of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline or the Backstop Funding Deadline, as applicable, a 4(a)(2) Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering in respect of the 4(a)(2) 2021 Notes Rights Offering Securities.

1. Rights Offering

4(a)(2) Eligible Holders have the right, but not the obligation, to participate in the Rights Offering in respect of the 4(a)(2) 2021 Notes Rights Offering Securities. 4(a)(2) Eligible Holders shall receive rights to subscribe for their *pro rata* portion of the 4(a)(2) 2021 Notes Rights

Offering Securities.

Subject to the terms and conditions set forth in the Plan and these 4(a)(2) 2021 Notes Rights Offering Procedures, each 4(a)(2) Eligible Holder is entitled to subscribe for up to 11.1224 4(a)(2) 2021 Notes Rights Offering Securities per $1,000 of principal amount of the 4(a)(2) Eligible Claims. To ensure that the Reorganized Company remains a U.S. Citizen in compliance with the Jones Act, as discussed above, 4(a)(2) 2021 Notes Rights Offering Warrants may be issued in lieu of 4(a)(2) 2021 Notes Rights Offering Shares, as described in the Plan. Subscriptions will be made at a purchase price of $10.00 per 4(a)(2) 2021 Notes Rights Offering Share or 4(a)(2) 2021 Notes Rights Offering Warrant (the "Purchase Price").

There will be no over-subscription privilege in the Rights Offering. Any 4(a)(2) 2021 Notes Rights Offering Securities that are unsubscribed by the 4(a)(2) Eligible Holders entitled thereto will not be offered to other 4(a)(2) Eligible Holders but will be purchased by the applicable Commitment Parties in accordance with the Backstop Commitment Agreement. Subject to the terms and conditions of the Backstop Commitment Agreement, each Commitment Party has agreed to purchase (on a several and not joint basis) a certain portion of the Backstop Shares.

SUBJECT TO THE TERMS AND CONDITIONS OF THESE 4(a)(2) 2021 NOTES RIGHTS OFFERING PROCEDURES AND THE BACKSTOP COMMITMENT AGREEMENT IN THE CASE OF ANY COMMITMENT PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE 4(a)(2) 2021 NOTES BENEFICIAL HOLDER SUBSCRIPTION FORM(S) ARE IRREVOCABLE.

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each 4(a)(2) Eligible Holder intending to purchase 4(a)(2) 2021 Notes Rights Offering Securities in the Rights Offering must affirmatively elect to exercise its 4(a)(2) 2021 Notes Subscription Rights in the manner set forth in the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form by the Subscription Expiration Deadline.

Any exercise of 4(a)(2) 2021 Notes Subscription Rights by a 4(a)(2) Eligible Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Subscription Expiration Deadline may be extended with the consent of the Required Commitment Parties, or as required by law.

3. Delivery of Subscription Documents

Each 4(a)(2) Eligible Holder may exercise all or any portion of such 4(a)(2) Eligible Holder's 4(a)(2) 2021 Notes Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the 4(a)(2) 2021 Notes Subscription Rights, beginning on the Subscription Commencement Date, the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form and these 4(a)(2) 2021 Notes Rights Offering Procedures will be sent to the Nominees of each 4(a)(2) Eligible Holder, with instructions for such Nominees to forward the 4(a)(2) Subscription Form and these 4(a)(2) 2021 Notes Rights Offering Procedures to the 4(a)(2) Eligible Holder, together with appropriate instructions for the proper completion, due execution and timely delivery of the executed 4(a)(2) 2021 Notes Beneficial Holder Subscription Form and the payment of the applicable aggregate Purchase Price for its 4(a)(2) 2021 Notes Rights Offering Securities.

4. Exercise of 4(a)(2) 2021 Notes Subscription Rights

(a) In order to validly exercise its 4(a)(2) 2021 Notes Subscription Rights, each 4(a)(2) Eligible Holder that is not a Commitment Party must:

i. return duly completed and executed 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to its Nominee so that such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. at the same time it returns its 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) to its Nominee, but in no event later than the Subscription Expiration Deadline, pay, or arrange for the payment by its Nominee of, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s).

(b) In order to validly exercise its 4(a)(2) 2021 Notes Subscription Rights, each 4(a)(2) Eligible Holder that is a Commitment Party must:

i. return duly completed and executed applicable 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to its Nominee so that such documents may be transmitted to the Subscription Agent by the Nominee, so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline; and

ii. no later than the Backstop Funding Deadline, pay its applicable portion of the Funding Amount to the Funding Account, by wire transfer **ONLY** of immediately available funds in accordance with the wire instructions included in the Funding Notice.

ALL COMMITMENT PARTIES MUST PAY THEIR APPLICABLE PORTION OF THE FUNDING AMOUNT DIRECTLY TO THE FUNDING ACCOUNT AND SHOULD NOT PAY THEIR NOMINEE(S).

(c) With respect to 4(a) and (b) above, each 4(a)(2) Eligible Holder must duly complete, execute and return the applicable 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) in accordance with the instructions herein to its Nominee in sufficient time to allow its Nominee to process its instructions and deliver to the Subscription Agent the Master 4(a)(2) Subscription Form its completed 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, Investor Questionnaire and, if applicable, the Requisite Documentation) and, solely with respect to the 4(a)(2) Eligible Holders that are not Commitment Parties, payment of the applicable Purchase Price, payable for the 4(a)(2) 2021 Notes Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder, by the Subscription Expiration Deadline. 4(a)(2) Eligible Holders that are Commitment Parties must deliver the payment of their applicable portion of the Funding Amount payable for the 4(a)(2) 2021 Notes Rights Offering Securities elected to be purchased by such Commitment Party directly to the Funding Account no later than the Backstop Funding Deadline.

(d) In the event that the funds received by the Subscription Agent or the Funding Account, as applicable, from any 4(a)(2) Eligible Holder do not correspond to the Purchase Price or applicable portion of the Funding Amount, as applicable, payable for the 4(a)(2) 2021 Notes Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder, the number of the 4(a)(2) 2021 Notes Rights Offering Securities deemed to be purchased by such 4(a)(2) Eligible Holder will be the lesser of (a) the number of the 4(a)(2) 2021 Notes Rights Offering Securities elected to be purchased by such 4(a)(2) Eligible Holder and (b) a number of the 4(a)(2) 2021 Notes Rights Offering Securities determined by dividing the amount of the funds received by the Purchase Price, in each case up to such 4(a)(2) Eligible Holder's *pro rata* portion of 4(a)(2) 2021 Notes Rights Offering Securities.

(e) The cash paid to the Subscription Agent in accordance with these 4(a)(2) 2021 Notes Rights Offering Procedures (and with respect to the Commitment Parties, the Backstop Commitment Agreement) will be deposited and held by the Subscription Agent in a segregated account until released to the Debtor in connection with the settlement of the Rights Offering on the Plan Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Plan Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtor's bankruptcy estates.

5. Transfer Restriction; Revocation

The 4(a)(2) 2021 Notes Subscription Rights are not detachable from the 4(a)(2) Eligible Claims and if any 4(a)(2) 2021 Notes Subscription Rights are Transferred by a 4(a)(2) Eligible Holder, except in connection with a Transfer by a 4(a)(2) Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 4(a)(2) 2021 Notes Subscription Rights will be cancelled and neither such 4(a)(2) Eligible Holder nor the purported transferee will receive any 4(a)(2) 2021 Notes Rights Offering Shares otherwise purchasable on account of such Transferred 4(a)(2) 2021 Notes Subscription Rights.

Once a 4(a)(2) Eligible Holder has properly exercised its 4(a)(2) 2021 Notes Subscription Rights, subject to the terms and conditions contained in these 4(a)(2) 2021 Notes Rights Offering Procedures and the Backstop Commitment Agreement in the case of any Commitment Party, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Plan Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the Restructuring Support Agreement in accordance with its terms, (iii) termination of the Backstop Commitment Agreement in accordance with its terms and (iv) the Outside Date (as defined in the Backstop Commitment Agreement) (as such date may be extended pursuant to the terms of the Backstop Commitment Agreement). In the event the Rights Offering is terminated, any payments received pursuant to these 4(a)(2) 2021 Notes Rights Offering Procedures will be returned, without interest, to the applicable 4(a)(2) Eligible Holder as soon as reasonably practicable, but in any event, within seven (7) Business Days after the date of termination.

7. Settlement of the Rights Offering and Distribution of the 4(a)(2) 2021 Notes Rights Offering Securities

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtor with these 4(a)(2) 2021 Notes Rights Offering Procedures, and the simultaneous occurrence of the Plan Effective Date.

The 4(a)(2) 2021 Notes Rights Offering Securities will be issued to the 4(a)(2) Eligible Holders and/or to any party that a 4(a)(2) Eligible Holder so designates in the 4(a)(2) 2021 Notes Subscription Form(s), at the option of the Required Commitment Parties (in consultation with the Debtor), in book-entry form, with DTC, or its nominee, as the holder of record thereof, or on the books and records of the Reorganized Company.

For the avoidance of doubt, any such 4(a)(2) Eligible Holder, and not a designee, shall remain responsible for the exercise and payment of its 4(a)(2) 2021 Notes Subscription Rights.

8. Fractional Shares

No fractional 4(a)(2) 2021 Notes Subscription Rights or 4(a)(2) 2021 Notes Rights Offering Securities will be issued in the Rights Offering. All share allocations (including each 4(a)(2) Eligible Holder's 4(a)(2) 2021 Notes Rights Offering Securities) will be calculated and rounded down to the nearest whole share, and the Purchase Price shall be adjusted accordingly. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Validity of Exercise of 4(a)(2) 2021 Notes Subscription Rights and Delivery of Rights Offering Materials

Except as otherwise provided herein, including under "Jones Act Limitations," all questions concerning the timeliness, viability, form and eligibility of any exercise of 4(a)(2) 2021 Notes Subscription Rights will be determined in good faith by the Debtor with the prior written consent of the Required Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Except as otherwise provided herein, the Debtor, with the written consent of the Required Commitment Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any 4(a)(2) 2021 Notes Subscription Rights. Except as otherwise provided herein, 4(a)(2) 2021 Notes Beneficial Holder Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtor determines in good faith with the written consent of the Required Commitment Parties.

Before exercising any 4(a)(2) 2021 Notes Subscription Rights, 4(a)(2) Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtor and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of (i) the value of any 4(a)(2) Eligible Holder's 4(a)(2) Eligible Claims for the purposes of the Rights Offering and (ii) any 4(a)(2) Eligible Holder's 4(a)(2) 2021 Notes Rights Offering Securities, shall be made in good faith by the Debtor with the written consent of the Required Commitment Parties and in each case in accordance with any Allowed Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

Delivery by the Subscription Agent of the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form and these 4(a)(2) 2021 Notes Rights Offering Procedures to the Nominees as of the Record Date (with instructions to forward such documents to the Nominees' 4(a)(2) Eligible Holder clients) shall constitute valid and sufficient delivery of such documents, and satisfy the obligations of the Subscription Agent with respect thereto. Nominees may utilize an agent to distribute the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form and these 4(a)(2) 2021 Notes Rights Offering Procedures to their client 4(a)(2) Eligible Holders and seek reasonable reimbursement of the costs associated therewith by submitting a timely invoice to the Subscription Agent.

10. Modification of Procedures

With the prior written consent of the Required Commitment Parties, the Debtor reserves the right to modify these 4(a)(2) 2021 Notes Rights Offering Procedures, or adopt additional procedures consistent with these 4(a)(2) 2021 Notes Rights Offering Procedures to effectuate the Rights Offering and to issue the 4(a)(2) 2021 Notes Rights Offering Securities, provided, however, that the Debtor shall provide prompt written notice to each 4(a)(2) Eligible Holder of any material modification to these 4(a)(2) 2021 Notes Rights Offering Procedures made after the Subscription Commencement Date, provided further that any amendments or modifications to the terms of the Rights Offering are subject to the provisions of Section 21 of the Backstop Commitment Agreement. In so doing, and subject to the consent of the Required Commitment Parties, the Debtor may execute and enter into agreements and take further action that the Debtor determines in good faith is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the 4(a)(2) 2021 Notes Rights Offering Securities.

11. Inquiries and Transmittal of Documents; Subscription Agent

The 4(a)(2) 2021 Notes Rights Offering Instructions for 4(a)(2) Eligible Holders attached hereto should be carefully read and strictly followed by the 4(a)(2) Eligible Holders.

Questions relating to the Rights Offering should be directed to the Subscription Agent via email to HornbeckOffers@Stretto.com (please reference "HOS 4(a)(2) 2021 Notes Rights Offering" in the subject line) or at the following phone number: (888) 448-3917 (domestic) or (949) 317-1839 (international).

The risk of non-delivery of all documents and payments to the Subscription Agent or the Funding Account and any Nominee is on the 4(a)(2) Eligible Holder electing to exercise its 4(a)(2) 2021 Notes Subscription Rights and not the Debtor, the Subscription Agent, or the Commitment Parties.

12. Failure to Exercise 4(a)(2) 2021 Notes Subscription Rights

Unexercised 4(a)(2) 2021 Notes Subscription Rights in respect of 4(a)(2) 2021 Notes Rights Offering Securities will be relinquished on the Subscription Expiration Deadline. If, on or prior to the Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from a 4(a)(2) Eligible Holder a duly completed applicable 4(a)(2) 2021 Notes Beneficial Holder Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire), such 4(a)(2) Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering in respect of 4(a)(2) 2021 Notes Rights Offering Securities.

Any attempt to exercise 4(a)(2) 2021 Notes Subscription Rights after the Subscription Expiration Deadline in respect of 4(a)(2) 2021 Notes Rights Offering Securities shall be null and void and the Company shall not be obligated to honor any such purported exercise received by the Subscription Agent after the Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

The method of delivery of the applicable 4(a)(2) 2021 Notes Beneficial Holder Subscription Form and any other required documents is at each 4(a)(2) Eligible Holder's option and sole risk, and delivery will be considered made only when actually received by the Subscription Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery by 4:00 p.m. (Central Time) on the Subscription Expiration Deadline.

HORNBECK OFFSHORE SERVICES, INC.
4(a)(2) 2021 NOTES RIGHTS OFFERING INSTRUCTIONS
FOR 4(a)(2) ELIGIBLE HOLDERS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Insert** the principal amount of the Allowed Claims that you held as of the Record Date in Item 1 of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (if you do not know such amount, please contact your Nominee immediately).

2. **Complete** the calculation in Item 2a of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s), which calculates the maximum number of 4(a)(2) 2021 Notes Rights Offering Securities available for you to purchase. Such amount must be rounded down to the nearest whole share.

3. **Complete** the calculation in Item 2b of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) to indicate the number of 4(a)(2) 2021 Notes Rights Offering Securities that you elect to purchase and calculate the aggregate Purchase Price for the 4(a)(2) 2021 Notes Rights Offering Securities that you elect to purchase.

4. **Read and complete** the certification in Item 2c of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) certifying whether you or any designee are a U.S. Citizen.

5. **Read and complete** the certification in Item 2d and Exhibit A of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) certifying that you are an Accredited Investor or a QIB and you are acquiring the 4(a)(2) 2021 Notes Rights Offering Securities for your own account.

6. **Confirm** whether you are a Commitment Party pursuant to the representation in Item 3 of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s). (*This section is only for Commitment Parties, each of whom is aware of their status as a Commitment Party*.)

7. **Read** the certifications, representations, warranties and agreements in Item 4 of your 4(a)(2) 2021 Notes Subscription Form(s).

8. **Read, complete and sign** the certification in Item 6 of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s). Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these 4(a)(2) 2021 Notes Rights Offering Procedures.

9. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

10. **Read, complete and sign**, if you are a U.S. Citizen, the U.S. Citizenship Affidavit provided with the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form. If you do not return the Requisite Documentation by the Subscription Expiration Deadline, you will be treated as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act. The Requisite Documentation must also be provided for any designee specified in the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form that is a U.S. Citizen. Failure to provide the Requisite Documentation for such designee will result in treatment of such designee as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act.

11. **Return** your signed 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire and, if applicable, the Requisite Documentation) to your Nominee in sufficient time to allow your Nominee to process your instructions and prepare and deliver the Master 4(a)(2) Subscription Form to the Subscription Agent by the Subscription Expiration Deadline.

12. **Arrange for full payment** of the aggregate Purchase Price or the applicable portion of the Funding Amount, as applicable, by wire transfer of immediately available funds, calculated in accordance with Item 2b of your 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) or, with respect to the Commitment Parties, in accordance with the Funding Notice. For 4(a)(2) Eligible Holders that are not Commitment Parties, please instruct your Nominee to coordinate payment of the Purchase Price and transmit and deliver such payment to the Subscription Agent by the Subscription Expiration Deadline. The Nominee of a 4(a)(2) Eligible Holder that is not a Commitment Party should follow the payment instructions as provided in the Master 4(a)(2) Subscription Form. Any Commitment Party should follow the payment instructions that will be provided in the Funding Notice for the payment of their applicable portion of the Funding Amount.

The Subscription Expiration Deadline is 4:00 p.m. Central Time on June 2, 2020.

Please note that the 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire and, if applicable, the Requisite Documentation) must be received by your broker, bank, commercial bank, transfer agent, trust company, dealer, or other agent or nominee (as applicable, the "Nominee") in sufficient time to allow such Nominee to process and deliver the Master 4(a)(2) Subscription Form to the Subscription Agent, by the Subscription Expiration Deadline, along with the appropriate funding (with respect to 4(a)(2) Eligible Holders that are not Commitment Parties) or the subscription represented by your applicable 4(a)(2) 2021 Notes Beneficial Holder Subscription Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering. You must also deliver the Requisite Documentation, if applicable, as explained above.

4(a)(2) Eligible Holders that are Commitment Parties must deliver the appropriate funding

directly to the Funding Account pursuant to the Funding Notice no later than the Backstop Funding Deadline.

Exhibit A-4

1145 Rights Offering Procedures

[*attached*]

HORNBECK OFFSHORE SERVICES, INC. (THE "DEBTOR" OR "COMPANY")

1145 RIGHTS OFFERING PROCEDURES

Each of the 1145 Subscription Rights (as defined below) is being distributed by the Debtor without registration under the Securities Act of 1933, as amended (the "Securities Act")[1], in reliance upon the exemption provided by Section 4(a)(2) thereof and/or Regulation D promulgated thereunder. Each of the 1145 Rights Offering Securities (as defined below) is intended to be issued by the Debtor without registration under the Securities Act in reliance upon the exemption provided by Section 1145 of the Bankruptcy Code. None of the rights to purchase the 1145 Rights Offering Securities (as defined below) (the "1145 Subscription Rights"), which the Reorganized Company will distribute to the holders of Allowed First Lien Claims (referred to herein as the "Allowed Claims") pursuant to the Plan or the 1145 Rights Offering Securities issuable upon exercise of such rights distributed pursuant to these 1145 Rights Offering Procedures have been or will be registered under the Securities Act, or any state or local law requiring registration for the offer and sale of a security.

Except as provided in the Backstop Commitment Agreement, the 1145 Subscription Rights are not detachable from the Allowed Claims and may not be sold, transferred, assigned, pledged, hypothecated, participated, donated or otherwise encumbered or disposed of, directly or indirectly (each a "Transfer") separately from the Allowed Claims (including through derivatives, options, swaps, forward sales or other transactions in which any person receives the right to own or acquire any current or future interest in the 1145 Subscription Rights). Except as provided in the Backstop Commitment Agreement, (x) the 1145 Subscription Rights are not detachable from the 1145 Eligible Claims and (y) if any 1145 Subscription Rights are Transferred by an 1145 Eligible Holder, except in connection with a Transfer by an 1145 Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 1145 Subscription Rights will be cancelled and neither such 1145 Eligible Holder nor the purported transferee will receive any 1145 Rights Offering Shares otherwise purchasable on account of such Transferred 1145 Subscription Rights.

The Disclosure Statement (as defined below) is concurrently being distributed in connection with the Debtor's solicitation of votes to accept or reject the Plan and that document sets forth important information, including risk factors, that should be

[1] **Capitalized terms used and not defined herein shall have the meaning assigned to them in the *Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc.* (as may be amended, modified, or supplemented from time to time, the "Plan") and the Backstop Commitment Agreement dated as of May 13, 2020, by and among the Company and the Commitment Parties thereto (as may be amended, modified, or supplemented from time to time, the "Backstop Commitment Agreement").**

carefully read and considered by each 1145 Eligible Holder (as defined below) prior to making a decision to participate in the Rights Offering. Additional copies of the Disclosure Statement are available upon request from Stretto (the "Subscription Agent").

Only holders of Allowed Claims who are (i) "accredited investors" (as defined in Rule 501(a) promulgated under Regulation D under the Securities Act) ("Accredited Investors") or "qualified institutional buyers" (within the meaning of Rule 144A of the Securities Act) ("QIBs"), and that are acquiring the 1145 Rights Offering Securities for their own account and (ii) hold Allowed Claims in an aggregate amount of at least $50,000 ("1145 Eligible Holders") will receive 1145 Subscription Rights to participate in the Rights Offering with respect to the 1145 Rights Offering Securities.

The Rights Offering, with respect to the 1145 Rights Offering Securities, is being conducted by the Debtor on behalf of the Reorganized Company and the other Debtors in good faith and in reliance on the exemptions from registration provided by (i) Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder and (ii) Section 1145 of the Bankruptcy Code, and in compliance with the Bankruptcy Code. In accordance with Section 1125(e) of the Bankruptcy Code, a debtor or any of its agents that participate, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the plan of the debtor, of an affiliate participating in a joint plan with the debtor, or of a newly organized successor to the debtor under the plan, is not liable, on account of such participation, for violation of any applicable law, rule, or regulation governing the offer, issuance, sale or purchase of securities.

1145 Eligible Holders should note the following times relating to the Rights Offering:

Date	**Calendar Date**	**Event**
Record Date ……	10:59 p.m. Central Time on May 1, 2020	The date and time mutually agreed between the Company and the Required Commitment Parties fixed by the Debtor for the determination of the holders eligible to participate in the Rights Offering.
Subscription Commencement Date ……	May 13, 2020	Commencement of the Rights Offering.
Subscription Expiration Deadline ……	4:00 p.m. Central Time on June 2, 2020	The deadline mutually agreed between the Company and the Required Commitment Parties for 1145 Eligible Holders to subscribe for 1145 Rights Offering Securities. An 1145 Eligible Holder's applicable 1145 Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) must be received by the Subscription Agent by the Subscription Expiration Deadline. Your Requisite Documentation (as defined below), if applicable, must also be delivered as explained below. 1145 Eligible Holders who are not Commitment Parties must deliver the aggregate Purchase Price (as defined below) on or prior to the Subscription Expiration Deadline. 1145 Eligible Holders who are Commitment Parties must deliver such Commitment Party's applicable portion of the Funding Amount no later than the deadline specified in the Funding Notice (as defined below) in accordance with the terms of the Backstop Commitment Agreement.

To 1145 Eligible Holders and Wilmington Trust, National Association (the "Agent"):

It is currently expected that on or after May 15, 2020, the Debtor will file the Plan with the United States Bankruptcy Court for the Southern District of Texas Houston Division, and the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc. and its Debtor Affiliates* (as may be amended from time to time in accordance with its terms, the "Disclosure Statement"). Pursuant to the Plan, each 1145 Eligible Holder has a right to participate in the Rights Offering with respect to the Allowed Claims held or beneficially held by such 1145 Eligible Holder as of the Record Date (such claims being, "1145 Eligible Claims") in accordance with the terms and conditions of these 1145 Rights Offering Procedures.

Pursuant to the Plan, each 1145 Eligible Holder is entitled to subscribe for its *pro rata* portion of the shares of the New Equity issued by the Reorganized Company in the Rights Offering in respect of the 1145 Eligible Claims (the "1145 Rights Offering Shares") or, to ensure compliance with the Jones Act (as discussed below and in the Disclosure Statement and Plan), Jones Act Warrants in lieu of such 1145 Rights Offering Shares (the "1145 Rights Offering Warrants," together with the 1145 Rights Offering Shares, the "1145 Rights Offering Securities"), in an aggregate amount equal to $25,000,000 less that portion thereof that is subscribed for by the holders of Allowed Second Lien Claims, provided that it timely and validly completed and returned the 1145 Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to the Subscription Agent in advance of the Subscription Expiration Deadline.

Failure to submit such 1145 Subscription Forms on a timely basis will result in forfeiture of an 1145 Eligible Holder's rights to participate in the Rights Offering in respect of the 1145 Rights Offering Securities. None of the Debtor, the Subscription Agent or any of the Commitment Parties will have any liability for any such failure. You must also deliver your Requisite Documentation, if applicable, as explained below.

No 1145 Eligible Holder shall be entitled to participate in the Rights Offering unless the aggregate Purchase Price for the 1145 Rights Offering Securities it subscribes for or applicable portion of the Funding Amount, as applicable, is received by the Subscription Agent (i) in the case of an 1145 Eligible Holder that is not a Commitment Party, by the Subscription Expiration Deadline, and (ii) in the case of an 1145 Eligible Holder that is a Commitment Party, no later than the deadline and in the form and manner specified in a written notice (a "Funding Notice") delivered by or on behalf of the Debtor to the Commitment Parties in accordance with Section 1(g) of the Backstop Commitment Agreement (the "Backstop Funding Deadline"), *provided that* the Commitment Parties may deposit their applicable portion of the Funding Amount in the Funding Account pursuant to Section 1(g) of the Backstop Commitment Agreement, in accordance with the terms of the Backstop Commitment Agreement. No interest is payable on any advanced funding of the Purchase Price or Funding Amount. If the Rights Offering is terminated for any reason, the aggregate Purchase Price or Funding Amount, as applicable, previously received by the Subscription Agent will be returned to 1145 Eligible Holders and Commitment Parties, as applicable, as provided in Section 6 hereof. No interest will be paid on

any returned Purchase Price or Funding Amount. Any 1145 Eligible Holder who is not a Commitment Party submitting payment via the Subscription Agent must coordinate with the Subscription Agent to ensure the Subscription Agent receives such payment by the Subscription Expiration Deadline.

Jones Act Limitations

Certain of the Debtor's operations are conducted in the U.S. Coastwise Trade and are governed by 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 known collectively as the "Jones Act" 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. The U.S. Coastwise Trade restricts waterborne transportation of goods and passengers between points in the United States to vessels owned and controlled by "citizens of the United States" within the meaning of the Jones Act (such a person, a "U.S. Citizen"). The Debtor could lose its privilege of operating vessels in the Jones Act trade if Non-U.S. Citizens were to own or control, in the aggregate, more than 25% of any class or series of the equity interests in the Debtor. Furthermore, to comply with the Jones Act, the Reorganized Company's New Corporate Governance Documents will provide that Non-U.S. Citizens in the aggregate may not own more than 24% of the New Equity to be issued and outstanding at any time, including the Plan Effective Date. Therefore, as further described in the Plan, in order to ensure that at least 76% of the Reorganized Company's equity interests will be owned by U.S. Citizens, and solely to such extent, holders of Allowed Claims exercising 1145 Subscription Rights or Backstop Commitments pursuant to the Backstop Commitment Agreement and these 1145 Rights Offering Procedures that are Non-U.S. Citizens shall receive 1145 Rights Offering Warrants in lieu of all or a portion of such shares of New Equity in an amount such that, in the aggregate with all other Non-U.S. Citizens affected by this section and all Non-U.S. Citizens entitled to receive New Equity under the Plan, the Jones Act Restriction is satisfied. For the avoidance of doubt, any holder of Allowed Claims to which 1145 Rights Offering Warrants are issued 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 shares of New Equity pursuant hereto. Such 1145 Rights Offering Warrants shall have the terms and be subject to the restrictions as are set forth in the Plan.

For purposes of these 1145 Rights Offering Procedures, a Person (as defined in the Plan) shall be a Non-U.S. Citizen if such Person (i) does not furnish an affidavit of United States citizenship (a "U.S. Citizenship Affidavit") in the form provided with the 1145 Subscription Form and any other documentation as the Debtor, in consultation with the Required Commitment Parties, deems advisable to fulfill the purpose or implement the provisions of the Debtor's New Corporate Governance Documents in order to maintain compliance with the Jones Act (the "Requisite Documentation") or (ii) such Requisite Documentation has been rejected by the Debtor, in consultation with the Required Commitment Parties. In all cases, an 1145 Eligible Holder that provides the Requisite Documentation and that is determined by the Debtor, in consultation with the Required Commitment Parties, as set forth above, to be a U.S. Citizen, shall receive New Equity as set forth in the Disclosure Statement and Plan. The maximum aggregate percentage of

New Equity that will be issued to Non-U.S. Citizens, and any Persons that fail to deliver the Requisite Documentation, pursuant to the allocation set forth in the Plan shall be 24%. The consultation rights of the Required Commitment Parties under this Section 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 any Persons 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 such Person as a U.S. Citizen or a Non-U.S. Citizen.

In order to participate in the Rights Offering in respect of the 1145 Rights Offering Securities, an 1145 Eligible Holder must complete all of the steps outlined below. If all of the steps outlined below are not completed by the Subscription Expiration Deadline or the Backstop Funding Deadline, as applicable, an 1145 Eligible Holder shall be deemed to have forever and irrevocably relinquished and waived its right to participate in the Rights Offering in respect of the 1145 Rights Offering Securities.

1. Rights Offering

1145 Eligible Holders have the right, but not the obligation, to participate in the Rights Offering in respect of the 1145 Rights Offering Securities. 1145 Eligible Holders shall receive rights to subscribe for their *pro rata* portion of the 1145 Rights Offering Securities.

Subject to the terms and conditions set forth in the Plan and these 1145 Rights Offering Procedures, assuming that holders of Allowed Second Lien Claims do not subscribe for any Rights Offering Shares, each 1145 Eligible Holder is entitled to subscribe for up to 7.1429 1145 Rights Offering Securities per $1,000 of principal amount of the 1145 Eligible Claims. To ensure that the Reorganized Company remains a U.S. Citizen in compliance with the Jones Act, as discussed above, 1145 Rights Offering Warrants may be issued in lieu of 1145 Rights Offering Shares, as described in the Plan. Subscriptions will be made at a purchase price of $10.00 per 1145 Rights Offering Share or 1145 Rights Offering Warrant (the "Purchase Price").

There will be no over-subscription privilege in the Rights Offering. Any 1145 Rights Offering Securities that are unsubscribed by the 1145 Eligible Holders entitled thereto will not be offered to other 1145 Eligible Holders. Any Rights Offering Shares that are unsubscribed will be purchased by the applicable Commitment Parties in accordance with the Backstop Commitment Agreement. Subject to the terms and conditions of the Backstop Commitment Agreement, each Commitment Party has agreed to purchase (on a several and not joint basis) a certain portion of the Backstop Shares.

Any 1145 Eligible Holder that subscribes for 1145 Rights Offering Securities and is deemed to be an "underwriter" under Section 1145(b) of the Bankruptcy Code will be subject to restrictions under the Securities Act on its ability to resell those securities. Resale restrictions are discussed in more detail in Article XII of the Disclosure Statement, entitled "Certain Securities Law Matters.".

SUBJECT TO THE TERMS AND CONDITIONS OF THESE 1145 RIGHTS OFFERING PROCEDURES AND THE BACKSTOP COMMITMENT AGREEMENT IN

THE CASE OF ANY COMMITMENT PARTY, ALL SUBSCRIPTIONS SET FORTH IN THE 1145 SUBSCRIPTION FORM(S) ARE IRREVOCABLE.

2. Subscription Period

The Rights Offering will commence on the Subscription Commencement Date and will expire at the Subscription Expiration Deadline. Each 1145 Eligible Holder intending to purchase 1145 Rights Offering Securities in the Rights Offering must affirmatively elect to exercise its 1145 Subscription Rights in the manner set forth in the 1145 Subscription Form by the Subscription Expiration Deadline.

Any exercise of 1145 Subscription Rights by an 1145 Eligible Holder after the Subscription Expiration Deadline will not be allowed and any purported exercise received by the Subscription Agent after the Subscription Expiration Deadline, regardless of when the documents or payment relating to such exercise were sent, will not be honored.

The Subscription Expiration Deadline may be extended with the consent of the Required Commitment Parties, or as required by law.

3. Delivery of Subscription Documents

Each 1145 Eligible Holder may exercise all or any portion of such 1145 Eligible Holder's 1145 Subscription Rights, subject to the terms and conditions contained herein. In order to facilitate the exercise of the 1145 Subscription Rights, beginning on the Subscription Commencement Date, the 1145 Subscription Form and these 1145 Rights Offering Procedures will be sent to the Agent and each 1145 Eligible Holder, together with appropriate instructions for the proper completion, due execution and timely delivery of the executed 1145 Subscription Form and the payment of the applicable aggregate Purchase Price for its 1145 Rights Offering Securities.

4. Exercise of 1145 Subscription Rights

(a) In order to validly exercise its 1145 Subscription Rights, each 1145 Eligible Holder that is not a Commitment Party must:

i. return duly completed and executed 1145 Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline and, to the extent applicable, deliver its Requisite Documentation as explained below; and

ii. at the same time it returns its 1145 Subscription Form(s) to the Subscription Agent, but in no event later than the Subscription Expiration Deadline, pay, or have paid, the applicable Purchase Price to the Subscription Agent by wire transfer **ONLY** of immediately available funds in accordance with the instructions included in the 1145 Subscription Form(s).

(b) In order to validly exercise its 1145 Subscription Rights, each 1145 Eligible Holder

that is a Commitment Party must:

i. return duly completed and executed applicable 1145 Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and an Investor Questionnaire), so that such documents are actually received by the Subscription Agent by the Subscription Expiration Deadline and, to the extent applicable, deliver its Requisite Documentation as explained below; and

ii. no later than the Backstop Funding Deadline, pay its applicable portion of the Funding Amount to the Funding Account, by wire transfer **ONLY** of immediately available funds in accordance with the wire instructions included in the Funding Notice.

ALL COMMITMENT PARTIES MUST PAY THEIR APPLICABLE PORTION OF THE FUNDING AMOUNT DIRECTLY TO THE FUNDING ACCOUNT.

(c) With respect to 4(a) and (b) above, each 1145 Eligible Holder must duly complete, execute and return to the Subscription Agent the applicable completed 1145 Subscription Form(s) in accordance with the instructions herein (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) and, solely with respect to the 1145 Eligible Holders that are not Commitment Parties, payment of the applicable Purchase Price, payable for the 1145 Rights Offering Securities elected to be purchased by such 1145 Eligible Holder, by the Subscription Expiration Deadline and, to the extent applicable, deliver its Requisite Documentation as explained below. 1145 Eligible Holders that are Commitment Parties must deliver the payment of their applicable portion of the Funding Amount payable for the 1145 Rights Offering Securities elected to be purchased by such Commitment Party directly to the Funding Account no later than the Backstop Funding Deadline.

(d) In the event that the funds received by the Subscription Agent or the Funding Account, as applicable, from any 1145 Eligible Holder do not correspond to the Purchase Price or applicable portion of the Funding Amount, as applicable, payable for the 1145 Rights Offering Securities elected to be purchased by such 1145 Eligible Holder, the number of the 1145 Rights Offering Securities deemed to be purchased by such 1145 Eligible Holder will be the lesser of (a) the number of the 1145 Rights Offering Securities elected to be purchased by such 1145 Eligible Holder and (b) a number of the 1145 Rights Offering Securities determined by dividing the amount of the funds received by the Purchase Price, in each case up to such 1145 Eligible Holder's *pro rata* portion of 1145 Rights Offering Securities.

(e) The cash paid to the Subscription Agent in accordance with these 1145 Rights Offering Procedures (and with respect to the Commitment Parties, the Backstop Commitment Agreement) will be deposited and held by the Subscription Agent in a segregated account until released to the Debtor in connection with the settlement of the Rights Offering on the Plan Effective Date. The Subscription Agent may not use such cash for any other purpose prior to the Plan Effective Date and may not encumber or permit such cash to be encumbered with any lien or similar

encumbrance. The cash held by the Subscription Agent hereunder shall not be deemed part of the Debtor's bankruptcy estates.

5. Transfer Restriction; Revocation

Except as provided in the Backstop Commitment Agreement, (x) the 1145 Subscription Rights are not detachable from the 1145 Eligible Claims and (y) if any 1145 Subscription Rights are Transferred by an 1145 Eligible Holder, except in connection with a Transfer by an 1145 Eligible Holder of its underlying Allowed Claims to a transferee that is not a Competitor of a Company Party (each as defined in the RSA), an Affiliate of a Competitor or a "significant shareholder" (within the meaning of the RSA) of a Competitor, such 1145 Subscription Rights will be cancelled and neither such 1145 Eligible Holder nor the purported transferee will receive any 1145 Rights Offering Shares otherwise purchasable on account of such Transferred 1145 Subscription Rights.

Once an 1145 Eligible Holder has properly exercised its 1145 Subscription Rights, subject to the terms and conditions contained in these 1145 Rights Offering Procedures and the Backstop Commitment Agreement in the case of any Commitment Party, such exercise will be irrevocable.

6. Termination/Return of Payment

Unless the Plan Effective Date has occurred, the Rights Offering will be deemed automatically terminated without any action of any party upon the earlier of (i) termination of the Plan or rejection of the Plan by all classes entitled to vote, (ii) termination of the Restructuring Support Agreement in accordance with its terms, (iii) termination of the Backstop Commitment Agreement in accordance with its terms and (iv) the Outside Date (as defined in the Backstop Commitment Agreement) (as such date may be extended pursuant to the terms of the Backstop Commitment Agreement). In the event the Rights Offering is terminated, any payments received pursuant to these 1145 Rights Offering Procedures will be returned, without interest, to the applicable 1145 Eligible Holder as soon as reasonably practicable, but in any event, within seven (7) Business Days after the date of termination. In the event that the number of 1145 Rights Offering Securities subscribed for by an 1145 Eligible Holder is reduced as a result of the exercise of Subscription Rights by holders of Allowed Second Lien Claims (such unreceived 1145 Rights Offering Securities, the "**Excess 1145 Rights Offering Securities**"), that portion of the aggregate Purchase Price attributable to the Excess 1145 Rights Offering Securities will be returned, without interest, to the applicable 1145 Eligible Holder as soon as reasonably practicable, but in any event, within seven (7) Business Days after the Subscription Expiration Deadline.

7. Settlement of the Rights Offering and Distribution of the 1145 Rights Offering Securities

The settlement of the Rights Offering is conditioned on confirmation of the Plan by the Bankruptcy Court, compliance by the Debtor with these 1145 Rights Offering Procedures, and the simultaneous occurrence of the Plan Effective Date.

The 1145 Rights Offering Securities will be issued to the 1145 Eligible Holders and/or to

any party that a 1145 Eligible Holder so designates in the 1145 Subscription Form(s), at the option of the Required Commitment Parties (in consultation with the Debtor), in book-entry form, with DTC, or its nominee, as the holder of record thereof, or on the books and records of the Reorganized Company.

For the avoidance of doubt, any such 1145 Eligible Holder, and not a designee, shall remain responsible for the exercise and payment of its 1145 Subscription Rights.

8. Fractional Shares

No fractional 1145 Subscription Rights or 1145 Rights Offering Securities will be issued in the Rights Offering. All share allocations (including each 1145 Eligible Holder's 1145 Rights Offering Securities) will be calculated and rounded down to the nearest whole share, and the Purchase Price shall be adjusted accordingly. No compensation shall be paid, whether in cash or otherwise, in respect of any rounded-down amounts.

9. Validity of Exercise of 1145 Subscription Rights and Delivery of Rights Offering Materials

Except as otherwise provided herein, including under "Jones Act Limitations," all questions concerning the timeliness, viability, form and eligibility of any exercise of 1145 Subscription Rights will be determined in good faith by the Debtor with the prior written consent of the Required Commitment Parties, and, if necessary, subject to a final and binding determination by the Bankruptcy Court. Except as otherwise provided herein, the Debtor, with the written consent of the Required Commitment Parties, may waive or reject any defect or irregularity in, or permit such defect or irregularity to be corrected within such time as they may determine in good faith, the purported exercise of any 1145 Subscription Rights. Except as otherwise provided herein, 1145 Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or cured within such time as the Debtor determines in good faith with the written consent of the Required Commitment Parties.

Before exercising any 1145 Subscription Rights, 1145 Eligible Holders should read the Disclosure Statement and the Plan for information relating to the Debtor and the risk factors to be considered.

All calculations, including, to the extent applicable, the calculation of (i) the value of any 1145 Eligible Holder's 1145 Eligible Claims for the purposes of the Rights Offering and (ii) any 1145 Eligible Holder's 1145 Rights Offering Securities, shall be made in good faith by the Debtor with the written consent of the Required Commitment Parties and in each case in accordance with any Allowed Claim amounts included in the Plan, and any disputes regarding such calculations shall be subject to a final and binding determination by the Bankruptcy Court.

10. Modification of Procedures

With the prior written consent of the Required Commitment Parties, the Debtor reserves

the right to modify these 1145 Rights Offering Procedures, or adopt additional procedures consistent with these 1145 Rights Offering Procedures to effectuate the Rights Offering and to issue the 1145 Rights Offering Securities, provided, however, that the Debtor shall provide prompt written notice to each 1145 Eligible Holder of any material modification to these 1145 Rights Offering Procedures made after the Subscription Commencement Date, provided further that any amendments or modifications to the terms of the Rights Offering are subject to the provisions of Section 21 of the Backstop Commitment Agreement. In so doing, and subject to the consent of the Required Commitment Parties, the Debtor may execute and enter into agreements and take further action that the Debtor determines in good faith is necessary and appropriate to effectuate and implement the Rights Offering and the issuance of the 1145 Rights Offering Securities.

11. Inquiries and Transmittal of Documents; Subscription Agent

The 1145 Rights Offering Instructions for 1145 Eligible Holders attached hereto should be carefully read and strictly followed by the 1145 Eligible Holders.

Questions relating to the Rights Offering should be directed to the Subscription Agent via email to HornbeckOffers@Stretto.com (please reference "HOS 1145 Rights Offering" in the subject line) or at the following phone number: (888) 448-3917 (domestic) or (949) 317-1839 (international).

The risk of non-delivery of all documents and payments to the Subscription Agent or the Funding Account is on the 1145 Eligible Holder electing to exercise its 1145 Subscription Rights and not the Debtor, the Subscription Agent, or the Commitment Parties.

12. Failure to Exercise 1145 Subscription Rights

Unexercised 1145 Subscription Rights in respect of 1145 Rights Offering Securities will be relinquished on the Subscription Expiration Deadline. If, on or prior to the Subscription Expiration Deadline, the Subscription Agent for any reason does not receive from an 1145 Eligible Holder a duly completed applicable 1145 Subscription Form (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire), such 1145 Eligible Holder shall be deemed to have irrevocably relinquished and waived its right to participate in the Rights Offering in respect of 1145 Rights Offering Securities.

Any attempt to exercise 1145 Subscription Rights after the Subscription Expiration Deadline in respect of 1145 Rights Offering Securities shall be null and void and the Company shall not be obligated to honor any such purported exercise received by the Subscription Agent after the Subscription Expiration Deadline regardless of when the documents relating thereto were sent.

The method of delivery of the applicable 1145 Subscription Form and any other required documents is at each 1145 Eligible Holder's option and sole risk, and delivery will be considered made only when actually received by the Subscription Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, is encouraged and strongly recommended. In all cases, you should allow sufficient time to ensure timely delivery by 4:00 p.m. (Central Time) on the Subscription Expiration Deadline.

HORNBECK OFFSHORE SERVICES, INC.
1145 RIGHTS OFFERING INSTRUCTIONS
FOR 1145 ELIGIBLE HOLDERS

Terms used and not defined herein shall have the meaning assigned to them in the Plan.

To elect to participate in the Rights Offering, you must follow the instructions set out below:

1. **Check** the principal amount of the Allowed Claims that you held as of the Record Date which has been pre-populated in Item 1 of your 1145 Subscription Form(s), based on the information provided by the Agent.

2. **Complete** the calculation in Item 2a of your 1145 Subscription Form(s), which calculates the maximum number of 1145 Rights Offering Securities available for you to purchase. Such amount must be rounded down to the nearest whole share.

3. **Complete** the calculation in Item 2b of your 1145 Subscription Form(s) to indicate the number of 1145 Rights Offering Securities that you elect to purchase and calculate the aggregate Purchase Price for the 1145 Rights Offering Securities that you elect to purchase.

4. **Read and complete** the certification in Item 2c of your 1145 Subscription Form(s) certifying whether you or any designee are a U.S. Citizen.

5. **Read and complete** the certification in Item 2d and Exhibit A of your 1145 Subscription Form(s) certifying that you are an Accredited Investor or a QIB and you are acquiring the 1145 Rights Offering Securities for your own account.

6. **Confirm** whether you are a Commitment Party pursuant to the representation in Item 3 of your 1145 Subscription Form(s). (*This section is only for Commitment Parties, each of whom is aware of their status as a Commitment Party.*)

7. **Read** the certifications, representations, warranties and agreements in Item 4 of your 1145 Subscription Form(s).

8. **Read, complete and sign** the certification in Item 6 of your 1145 Subscription Form(s). Such execution shall indicate your acceptance and approval of the terms and conditions set forth in these 1145 Rights Offering Procedures.

9. **Read, complete and sign** an IRS Form W-9 if you are a U.S. person. If you are a non-U.S. person, read, complete and sign an appropriate IRS Form W-8. These forms may be obtained from the IRS at its website: www.irs.gov.

10. **Read, complete and sign**, if you are a U.S. Citizen, the U.S. Citizenship Affidavit provided with the 1145 Subscription Form. If you do not return the Requisite Documentation by the Subscription Expiration Deadline, you will be treated as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act. The

Requisite Documentation must also be provided for any designee specified in the 1145 Subscription Form that is a U.S. Citizen. Failure to provide the Requisite Documentation for such designee will result in treatment of such designee as a Non-U.S. Citizen for all purposes relevant to the Reorganized Company's compliance with the Jones Act.

11. **Return** your signed 1145 Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to the Subscription Agent by the Subscription Expiration Deadline.

12. **Arrange for full payment** of the aggregate Purchase Price or the applicable portion of the Funding Amount, as applicable, by wire transfer of immediately available funds, calculated in accordance with Item 2b of your 1145 Subscription Form(s) or, with respect to the Commitment Parties, in accordance with the Funding Notice. For 1145 Eligible Holders that are not Commitment Parties, please transmit and deliver such payment to the Subscription Agent by the Subscription Expiration Deadline. Any Commitment Party should follow the payment instructions that will be provided in the Funding Notice for the payment of their applicable portion of the Funding Amount.

The Subscription Expiration Deadline is 4:00 p.m. Central Time on June 2, 2020.

Please note that the 1145 Subscription Form(s) (with accompanying IRS Form W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) must be received by the Subscription Agent by the Subscription Expiration Deadline, along with the appropriate funding (with respect to 1145 Eligible Holders that are not Commitment Parties) or the subscription represented by your applicable 1145 Subscription Form(s) will not be counted and you will be deemed forever to have relinquished and waived your right to participate in the Rights Offering. You must also deliver the Requisite Documentation, if applicable, as explained above.

1145 Eligible Holders that are Commitment Parties must deliver the appropriate funding directly to the Funding Account pursuant to the Funding Notice no later than the Backstop Funding Deadline.

Please email your Requisite Documentation to the email address below, and email, mail or deliver your completed 1145 Subscription Form (with accompanying IRS Forms W-9 or appropriate IRS Form W-8, as applicable, and Investor Questionnaire) to the following address or email address. **YOUR COMPLETED 1145 SUBSCRIPTION FORM SHOULD ONLY BE SUBMITTED VIA ONE APPROVED METHOD OF RETURN. PLEASE DO NOT MAIL YOUR COMPLETED 1145 SUBSCRIPTION FORMS IF SUBMITTING THEM VIA EMAIL.**

HOS Rights Offering
Hornbeck Offshore Service, Inc.
c/o Stretto
Re: 1145 Rights Offering

410 Exchange, Suite 100
Irvine, California 92602
Domestic: (888) 448-3917
International: (949) 317-1839

Preferred Method
If submitting via email: HornbeckOffers@Stretto.com

Exhibit F

New Securityholder Agreement and Corporate Governance Term Sheet

HORNBECK OFFSHORE SERVICES, INC.

Term Sheet Relating to Corporate Governance Matters

THIS TERM SHEET (this "Term Sheet") IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN (THE "PLAN") WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS TERM SHEET SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN AND IN THE RESTRUCTURING SUPPORT AGREEMENT, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

This Term Sheet, which is Exhibit F to the Plan Disclosure Statement dated May 13, 2020 (the "Plan Disclosure Statement"), describes the material terms relating to the corporate governance of a reorganized Hornbeck Offshore Services, Inc. (the "Company" and together with its debtor affiliates and subsidiaries, the "Debtors") in connection with the restructuring (the "Restructuring") of the Company. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them, as applicable, in the Plan Disclosure Statement or the Restructuring Support Agreement dated April 10, 2020 by and among the Company and certain of its subsidiaries, the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the ABL Credit Agreement (the "Consenting ABL Lenders"), the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the First Lien Credit Agreement (the "Consenting First Lien Lenders"), the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the Second Lien Credit Agreement (the "Consenting Second Lien Lenders" and together with the Consenting ABL Lenders and the Consenting First Lien Lenders, the "Consenting Secured Lenders"), and the holders, or the managers, beneficial holders, general partners or investment advisors of such holders, of claims derived from, based upon, or arising under the Unsecured Notes Indentures (the "Consenting Unsecured Noteholders" and collectively, with the Consenting Secured Lenders, the "Consenting Creditors"), that is Exhibit B to the Plan Disclosure Statement (the "Restructuring Support Agreement").

GENERAL	
Structure of the Company:	Upon the "Effective Date" under the Plan Disclosure Statement (the "Effective Date"), the Company will be a private Delaware corporation.
Reorganized Capital Structure:	Upon the Effective Date, the Company capital structure will initially consist of: • common stock of the Company, par value $0.00001 per share ("New Equity"); • warrants to purchase New Equity issued to certain creditors of the Company in the Restructuring on the terms described in the Plan Disclosure Statement and this Term Sheet (the "New Warrants"); and

	• warrants to purchase New Equity issuable to creditors of the Company in the Restructuring or holders of New Warrants upon the exercise thereof that (i) are otherwise entitled to New Equity and (ii) do not certify they are U.S. citizens, but only to the extent necessary to allow the Company to comply with the ownership limitations imposed by its Organizational Documents (as defined below) or the Merchant Marine Act of 1920 (the "Jones Act" and such limitations, the "Jones Act Ownership Limitations") to maintain compliance with the Company's certificate of incorporation and bylaws (modified in the manner described in this term sheet) and Jones Act requirements) (the "Jones Act Warrants" and, together with the New Warrants, the "Warrants"). For purposes hereof: • "Securities" means all of the outstanding New Equity and Warrants (including the New Equity underlying the Warrants). • "Fully Diluted Shares" means the aggregate amount of New Equity outstanding assuming the exercise of all of the outstanding Jones Act Warrants (excluding any New Equity issued or issuable pursuant to the MIP).
PRINCIPAL DOCUMENTS	
Organizational Documents	As of the Effective Date, the certificate of incorporation and bylaws of the Company (each as amended in the Restructuring, the "Organizational Documents") will be amended in a manner acceptable to the Consenting Creditors, including: (a) reducing the par value of New Equity to $0.00001 per share, (b) permitting securityholder written consents, (c) increasing the "Permitted Percentage" under the Company's certificate of incorporation to, with respect to all Non-U.S. Citizens in the aggregate, 24% of the outstanding shares of the capital stock of the Company, or any class thereof, (d) opting out of Section 203 of the Delaware General Corporation Law and removing other anti-takeover provisions, and (e) setting forth customary Jones Act savings provisions. On the Effective Date, the Company shall distribute shares of New Equity to non-U.S. citizens on a pro rata basis determined by reference to the Fully Diluted Shares to be held in aggregate by all such non-U.S. citizens as of the Effective Date; provided that the number of shares of New Equity distributed to such non-U.S. citizens shall in no event exceed the Permitted Percentage. The Organizational Documents will further provide, to the fullest extent permitted by applicable law, for the renunciation of the Company's interest in any business opportunity that is presented to any holder of Securities or any Director (as defined below) who is not also an officer or employee of the Company or any of its subsidiaries, in each case, other than any opportunity expressly presented to any such Director in writing in his or her capacity as such.

Securityholders Agreement	As of the Effective Date, the recipients of New Equity and Warrants, including the participants in the Equity Rights Offering, will be deemed to have entered into an agreement (the "Securityholders Agreement") governing the rights of the holders of New Equity and Warrants in connection with the affairs of the Company and its subsidiaries on the terms set forth in this Term Sheet.
New Warrants	The New Warrants will be issued in the Restructuring with the following terms: • Exercise Price: The New Warrant exercise price will be based on the equity value of the Company as of the Effective Date that would be implied by an enterprise value equal to $621,200,000. • Exercise Period: On or before the seventh anniversary of the Effective Date. • Conditions to Exercise: The conditions to exercise of the New Warrant will consist solely of, (a) delivery of an exercise form, (b) payment of the exercise price, and (c) execution of a joinder to the Securityholders Agreement; provided that holders of New Warrants may, in lieu of paying the exercise price, elect that the Company withhold a number of shares of New Equity issuable upon exercise of such New Warrant(s) with an aggregate fair market value as of the exercise date equal to such aggregate exercise price; and, provided, further, that a holder of New Warrants otherwise entitled to New Equity that does not certify it is a U.S. citizens will receive Jones Act Warrants in lieu of New Equity to the extent necessary to allow the Company to comply with the Jones Act Ownership Limitations. • Antidilution: The New Warrants will be subject to customary anti-dilution protections, including, without limitation, adjustments from time to time in respect of dividends or distributions (excluding cash dividends), stock splits, combinations or other change of control transactions, reorganizations, reclassifications, reverse stock splits, below-market issuances of New Equity, options, warrants and/or other convertible securities or similar events. • Transfers: The New Warrants will be subject to the same restrictions on transfer that apply to the transfer of other Securities under the Securityholders Agreement. • Administration: The New Warrants will be issued in book-entry form and will be administered by a warrant agent acceptable to the Required Consenting Creditors.
Jones Act Warrants	The Jones Act Warrants will be issued in the Restructuring with the following terms: • Exercise Price: The Jones Act Warrant exercise price will be $0.00001 per share. • Exercise Period: On and following the Effective Date. • Conditions to Exercise: The conditions to exercise of the Jones Act Warrant will include, among other items, (a) delivery of an

	exercise form, (b) payment of the exercise price and (c) compliance with the Jones Act Ownership Limitations. • Antidilution: The Jones Act Warrants will be subject to customary anti-dilution protections, including, without limitation, adjustments from time to time in respect of dividends or distributions (excluding cash dividends), stock splits, combinations or other change of control transactions, reorganizations, reclassifications, reverse stock splits, below-market issuances, issuances of options, warrants and/or other convertible securities or similar events; provided that, if after the Effective Date the Company (i) issues shares of New Equity as a dividend or distribution to holders of its shares of New Equity, the number of shares of New Equity issuable for each Jones Act Warrant will be adjusted so that each holder thereof shall be entitled to receive the number of shares of New Equity such holder would have been entitled to receive upon any such event if such Jones Act Warrants had been exercised immediately prior to such event and (ii) makes any cash distribution to holders of shares of New Equity, then the Company shall issue to holders of Jones Act Warrants, in lieu of such cash distribution, a warrant for a demand note (exercisable only by a U.S. citizen) for an amount equal to such cash distribution on terms acceptable to the Required Consenting Creditors. • Administration: The Jones Act Warrants will be issued in book-entry form and will be administered by a warrant agent acceptable to the Required Consenting Creditors. • Securityholders Agreement: Each holder of Jones Act Warrants (and each transferee thereof) will be required to enter into the Securityholders Agreement as of the Effective Date.
Stockholder Rights Plan	As of the Effective Date, the Company will cause the Company's Rights Agreement, dated as of July 1, 2013 (the "Rights Agreement"), by and between the Company and Computershare Inc. to be terminated.
Trademark License Agreement	The trademark license agreement pursuant to which the Company is licensed the right to use the "Hornbeck" trademark and related intellectual property will contain restrictions on use of such name that are agreed to by the Appointing Persons and the licensor under such agreement.
SECURITYHOLDERS AGREEMENT	
Board of Directors:	The Company will be managed by a board of directors (the "Board"), which will be responsible for overseeing the operation of the Company's business. The Board will initially be comprised of five directors ("Directors"). The Directors on the Board shall be determined as follows: • Each of ASSF IV HOS AIV 1, L.P. and ASOF HOS AIV 1, L.P. (collectively, "Ares"), Whitebox Caja Blanca Fund, LP, together with certain other funds managed by Whitebox Advisors LLC (collectively, "Whitebox"), and certain funds managed by

	Highbridge Capital Management, LLC (collectively, "Highbridge") will be entitled to designate one Director for so long as it (together with its affiliates or other funds managed by the same advisor) beneficially owns Securities representing at least 10% of the Fully Diluted Shares. Each of Ares, Whitebox and Highbridge for so long as it has the right to designate a Director will be referred to as an "Appointing Person." The Company will provide the Board with a notice as to each Appointing Person's status as a U.S. Citizen as defined in the Plan (based upon required U.S. Citizen affidavits provided pursuant to the Plan and at the time of any Transfer). The Ares entity and the Whitebox entity that will be Appointing Persons will be U.S. Citizens. • In the event any Appointing Person (together with its affiliates) beneficially owns Securities representing at least 30% of the Fully Diluted Shares, such Appointing Person (or, in the event that more than one such Appointing Person exceeds such threshold, the Appointing Person with the greatest ownership percentage) will be entitled to designate one additional Director; provided that (i) in no event may an Appointing Person that is not a U.S. citizen for Jones Act purposes exercise the director designation right set forth in this bullet, if such Appointing Person has a separate designation right pursuant to the immediately preceding director designation right, and the maximum number of non-U.S. directors permitted to be on the Board at the time is one; and (ii) in the event no Appointing Person (together with its affiliates) beneficially owns Securities representing at least 30% of the Fully Diluted Shares, such Director shall be designated by the Appointing Persons holding a majority of the Fully Diluted Shares then held by the Appointing Persons (provided that in no event shall any Appointing Persons that are not U.S. citizens for Jones Act purposes be entitled to exercise more than 24% of the voting power in the aggregate with respect to the vote contemplated by this clause (ii)). • The then-current Chief Executive Officer of the Company will be a Director (the "CEO Director"), and the Chief Executive Officer of the Company as of the Effective Date shall serve as Chairman of the Board for so long as he remains Chief Executive Officer. • The remaining Directors not subject to the rights of designation set forth above, if any, will be elected by the holders of a majority of the outstanding New Equity. The Board will be entitled to meet in executive session and exclude members of management (including the CEO Director) from such executive session. Each Appointing Person will be entitled to appoint a board observer for so long as it remains an Appointing Person (each, an "Observer"); provided, that: (i) the name of any such Observer shall be provided in writing to the Chairman of the Board in advance of any meeting that such

	Observer will attend, (ii) prior to attending any such Board meeting, except in the case of any Observer that is an officer or employee of an Appointing Person (or its affiliate), the Observer will have executed a customary confidentiality agreement with the Company in a form approved by the Board with respect to any information to be discussed at or in connection with such meeting, and (iii) any such Observer may be excluded from all or any portion of any meeting of the Board as deemed necessary or appropriate by the Board (x) if the presence of such Observer would result in the loss of attorney-client privilege or (y), solely with respect to any Observer that is not an officer or employee of an Appointing Person (or its affiliate), with respect to discussions around competitively sensitive information; and provided, further, that, as deemed necessary or appropriate by the Board, any such Observer may be excluded from all or any portion of any meeting of the Board relating to Government Contracts for which a security clearance would be required. Additionally, for so long as Todd Hornbeck remains the CEO Director, Larry Hornbeck will be an Observer (in addition to those appointed by any Appointing Person) with an official title to be recommended by the CEO Director and approved by the Board. The Company will comply with the citizenship requirements of the Jones Act 46 U.S.C. Sec. 50501 (a)-(d). Board will be required to satisfy Jones Act requirements, including the requirement that (i) the Chairperson of the Board be a U.S. citizen, and (ii) no more than a minority of the number of Directors necessary to constitute a quorum of the Board (and any committee thereof) be non-U.S. citizens. A majority of the authorized number of Directors shall constitute a quorum of the Board. Directors that are not employees of the Company or any of its subsidiaries or of any Appointing Person or its affiliates may receive such compensation (if any) in respect of their service on the Board or any committee thereof as the Board shall approve from time to time. Observers shall not be compensated by the Company. Each Director and Observer shall be entitled to customary reimbursement by the Company of out-of-pocket travel, meals, communication and similar expenses incurred by such Director or Observer in connection with attending or participating in Board or committee meetings or otherwise carrying out his or her services as a Director or Observer.
Board Committees:	The Board will initially have a compensation committee and an audit committee; provided that any member of the Board may request to be present as an observer for any committee meeting subject to the right to exclude such person from all or any portion of any meeting of such committee as deemed necessary or appropriate by such committee acting by majority approval; provided, further that the attendance of such observer shall not be required to constitute a quorum or conduct business. The chairman of each respective committee of the Board will be appointed by the Board. For so long as Todd Hornbeck remains the CEO Director, the first name nominated for consideration and vote by the Board with respect to the chairman of any committee (other than the compensation committee) will be made by the CEO Director.

	The Board will not be entitled to form an executive committee with delegated authority to act on behalf of the Board.
Budget:	Management of the Company will be responsible for preparing the annual budget of the Company, including an operating budget and capital budget, which budgets will be subject to the consideration and approval of the Board.
Major Actions:	Each of the actions by the Company or any of its subsidiaries set forth on Schedule 2 and each other action specified from the Board from time to time will require the prior approval of a majority of the Board ("Major Actions"). On the Effective Date, the Board will expressly delegate to the officers of the Company such authority as it determines in consultation with such officers to be appropriate and customary in connection with empowering the officers to manage the day-to-day affairs of the Company, including, but not limited to, delegation to the Chief Executive Officer of the authority to take those actions set forth in Schedule 5 (as modified from time to time by the Board, the "Officer Delegation of Authority"). In addition, (a) each of the actions set forth on Schedule 3 will require the prior written consent of at least two Appointing Persons ("Majority Appointing Person Actions") and (b) each of the actions set forth on Schedule 4 ("Unanimous Appointing Person Actions") will require the prior written consent of each of the Appointing Persons. Subject to the required consents and approvals provided herein and subject to compliance with the Jones Act, in the event the Board determines to return capital or any other amounts to the Securityholders, the Company shall do so by offering to repurchase outstanding Securities on a pro rata basis (determined by reference to Fully Diluted Shares).
Transfer Restrictions:	All Securities will be freely transferable, subject to compliance with applicable securities laws and the Jones Act Ownership Limitations, except that the following transfers will be prohibited: • any transfer of Securities that would result in the triggering of an SEC reporting obligation (including assuming the conversion of any Warrants so transferred); and • any transfer of Securities to (a) any Competitor (as defined below) or (b) any beneficial owner of more than 25% of the equity interests in a Competitor, in each case, other than any such transfer (i) made with the prior written consent of the Board or (ii) pursuant to the drag-along rights described below. For purposes hereof, "Competitor" means any entity set forth on Schedule 1 hereto (as may be modified from time to time in accordance with the terms hereof) and any direct or indirect subsidiary of any such entity.

	Subject to the transfer restrictions and other terms described herein, if any Appointing Person transfers 50% or more of the New Equity then held by such Appointing Person and its affiliates, and the transferring holder elects to designate the transferee an Appointing Person, then notwithstanding anything else to the contrary contained herein, such transferee shall be entitled to all governance and other rights of an Appointing Person hereunder, provided that (1) the amount so transferred represents at least a sufficient number of Fully Diluted Shares for the transferee to exceed the threshold required in "Board of Directors" above which such Appointing Person has the associated governance and other rights as provided herein, (2) such designation would not result in more than one Appointing Person that is not a U.S. citizen for Jones Act purposes, and (3) upon such transfer and designation made in compliance with this paragraph (including the preceding provisos), the transferring holder shall cease to be an Appointing Person and shall cease to have the associated governance and other rights of the transferring holder).
Tag-Along Rights:	Each holder of Securities that beneficially owns Securities representing 2% or more of the Fully Diluted Shares will have the right to sell Securities on a proportionate basis, or "tag-along" (based on its relative ownership of Securities), in any transfer in a single transaction or a series of related transactions of Securities representing a majority of the Fully Diluted Shares at such time (but specifically excluding transfers by any holder of Securities to an entity affiliated with such holder).
Drag-Along Rights:	Any one or more holders of Securities representing at least 60% of the Fully Diluted Shares at such time shall have the right to effect, and to cause the Company and each other holder of Securities to consent to and participate in, a sale of the Company to an unaffiliated third party (whether by merger, consolidation or sale of all or substantially all of the assets of or equity interests in the Company), with the prior approval of the Board but without the approval of any other holder of Securities, subject to customary protections for such other holders of Securities, including that the purchase price for such sale shall be in cash or publicly traded securities not subject to any contractual or securities law restrictions on transfer from and after the consummation thereof and no requirement that any of the other holders of Securities (other than management holders) enter into, or agree to, any non-competition, non-solicitation or other restrictive covenants.
IPO Demand Rights:	Any one or more holders of Securities representing (i) for a period of three years following the Effective Date, 60% or more of the Fully Diluted Shares at such time and (ii) thereafter, more than 30% of the Fully Diluted Shares at such time, shall have the right to effect, and to cause the Company and each other holder of Securities to consent to an IPO where the New Equity will be listed on the NYSE or Nasdaq (a "Qualified IPO") without the approval of any other holder of Securities.
Preemptive Rights:	Subject to certain customary exceptions, and compliance with the Jones Act, each holder of Securities that (a) is an "accredited investor" and (b) holds (together with its affiliates) Securities representing no less than 2%

	or more of the Fully Diluted Shares at such time will have customary preemptive rights on a pro rata basis (determined by reference to Fully Diluted Shares) in connection with any issuance by the Company of any equity interests in the Company or securities convertible into or exchangeable or exercisable for equity interests in the Company; provided, however, that the Company will have the right to issue such equity interests or other securities to which preemptive rights would otherwise apply to the Appointing Persons without first offering preemptive rights as described above to the other holders of Securities as long as the Company promptly thereafter (and in any event within 60 days) makes an offer to the other holders of preemptive rights on the same terms (including at the same price) as such holders would have been entitled to exercise such preemptive rights if the Company had offered such equity interests or other securities at the time of the original issuance; and provided, further, that for so long as Todd Hornbeck remains the CEO Director, for purposes of these preemptive rights, (x) the New Equity underlying any options, restricted stock or other incentive equity held by the CEO Director (whether or not vested) will be taken into account in determining the Fully Diluted Shares and individual preemptive rights and (y) if the total Fully Diluted Shares held by the CEO Director as calculated in accordance with (x) does not equal or exceed 2% of the Fully Diluted Shares, then the CEO Director will be deemed to have 2% of the Fully Diluted Shares and the preemptive rights of other holders of 2% or more of Fully Diluted Shares will be cut back proportionately. Each Appointing Person shall have preemptive rights on a pro rata basis (determined by reference to Fully Diluted Shares held in aggregate by such Appointing Persons) in connection with any issuance by the Company of any indebtedness for borrowed money.
Information Rights:	The Company shall provide each holder of Securities with customary information and access rights ("Information Rights") other than any holder that is a Competitor or a beneficial owner of more than 25% of the equity interests in a Competitor. Information Rights shall consist of the following: (1) Access to a virtual data room, which will include, in each case prepared in accordance with GAAP: (a) audited annual financial statements within 120 days of year-end for the first year ended after the Effective Date and within 90 days of year-end for each year ended thereafter; and (b) quarterly financial statements within 45 days of quarter-end, in each case along with a reasonably detailed MD&A. (2) An invitation to a quarterly MD&A conference call with members of the Company's senior management, which will include a customary Q&A. (3) For each holder of Securities representing 2% or more of the Fully Diluted Shares at such time, a customary right to receive reasonably requested information.

	(4) For each holder of Securities representing 2% or more of the Fully Diluted Shares at such time, customary inspection rights (not to be exercised more than once in any 12-month period) over the Company's books and records for purposes reasonably related to such holder's interest as a holder of Securities. (5) For each holder of Securities representing 2% or more of the Fully Diluted Shares at such time, notification of key events, including termination or departure of senior management, material adverse changes in the business or material litigation, in each case subject to reasonable limitations to be set forth in the Securityholders Agreement with respect to the materiality of matters so disclosed and the form of notice to be provided. In addition, the Company will agree to provide prospective purchasers of Securities with customary access to Company information (which will include the information disclosed or otherwise required to be provided pursuant to the Information Rights set forth above) for the purpose of evaluating such acquisition of Securities so long as such prospective purchaser is not a Competitor and executes and delivers a confidentiality agreement in substantially the form attached to the Securityholders Agreement, with such changes as reasonably requested by such prospective purchaser and approved by the Company (such approval not to be unreasonably withheld, delayed or conditioned).
Jones Act Compliance	The Securityholder Agreement will provide that the Company will conduct audits no less than quarterly to determine compliance with the Jones Act and the Jones Act Ownership Limitations pursuant to the requirements of applicable law and the Organizational Documents. The Company will submit this Governance Term Sheet, and if available, the definitive forms of the Securityholder Agreement, New Warrants, and Organizational Documents to the U.S. Coast Guard and U.S. Maritime Administration for review and approval.
Registration Rights:	Holders of Securities representing (i) 10% or more of the Fully Diluted Shares will receive customary demand registration rights and (ii) 2% or more of the Fully Diluted Shares will receive customary piggyback and Form S-3 shelf registration rights, in each case which may not be exercised until 180 days the Company's initial public offering.
Amendments:	The Securityholders Agreement may not be amended and no provision of the Securityholders Agreement may be waived without prior written approval of holders of Securities representing at least 75% of the Fully Diluted Shares, which must include each Appointing Person; <u>provided</u>, that: (a) if any such amendment or waiver would affect any holder of Securities in a manner that is disproportionately and materially adverse as compared to any other holder of the same class of Securities, the approval of such adversely affected holder will be required; and

	(b) if any such amendment or waiver would materially and adversely affect the preemptive rights, Information Rights, tag along rights, protections under the "Drag-Along Rights" provision above, or increase the transfer restrictions applicable to such holder, the approval of such holder will be required.
Confidentiality	Subject to certain customary exceptions (including to permit any Director or Observer to share information received in his or her capacity as such with the Appointing Person that appointed him or her), each holder of Securities will agree to customary confidentiality restrictions.
Termination:	The Securityholders Agreement will remain in effect until terminated (a) by agreement of the Company and holders of Securities representing at least 90% of the Fully Diluted Shares at such time or (b) upon the Company consummating a Qualified IPO; provided that in the case of clause (b), (i) the provisions described above under the heading "Registration Rights" will survive such termination and (ii) the right to appoint or nominate directors to the Board may only be modified or terminated to the extent necessary to meet applicable listing requirements of any securities exchange or quotation system on which the New Equity are expected to be listed or quoted.
Governing Law:	The Securityholders Agreement will be governed by Delaware law.

Schedule 1

Competitors

[Competitors schedule is on file with the Debtors]

Schedule 2

Major Actions

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 annual 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 any equity interest in the Company or any of its subsidiaries (including any Securities), any options, rights or warrants to acquire any equity interest in the Company or any of its subsidiaries (including any Securities), or any security convertible into or exercisable or exchangeable for any equity interest in the Company or any of its subsidiaries (including any Securities) (collectively, the "Equity Securities");

(4) Redemptions. Redemption, repurchase, retirement, combination, split or reclassification of any Equity Securities (it being understood that any such redemption or repurchase shall be made pro rata among the holders of Securities in proportion to Fully-Diluted Shares) or any redemption or repurchase of 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 the Securityholders 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 (i) 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 of the Company, or entering into or approving any merger, consolidation, amalgamation, recapitalization or other form of business combination or change of control transaction involving the Company or any of its subsidiaries (whether by sale of equity interests, assets or otherwise) or converting the Company to another type of business entity;

(2) Liquidation, Dissolution, or Bankruptcy. Commencement of any liquidation, dissolution or voluntary bankruptcy, administration, insolvency proceeding, recapitalization or reorganization of the Company or 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, the establishment 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 sale, lease or other conveyance 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 sales, leases or other conveyances 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 interests 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 (other than adoption of the MIP) 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 the Securityholders 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 Holders. Other than transactions expressly permitted by the Securityholders Agreement, entering into any agreement or other transaction between the Company or any subsidiary, on the one hand, and any holders of Securities, 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, or any loans or advances to or guarantees for the benefit of any holders of Securities, 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 (which shall include the Gulf Island Shipyards, LLC litigation) or similar proceedings or the compromise or settlement of any lawsuit or administrative matter 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 the schedule to the Securityholders Agreement corresponding to Schedule 1 hereto.

Schedule 3

Majority Appointing Person Actions

Each of the following will constitute "Majority Appointing Person Actions":

(1) Issuances. Issuance of any Equity Securities (x) at a common equity valuation of the Company 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 Equity Securities at a common equity valuation of the Company 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 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 Appointing Person as purchase consideration in connection with acquisitions approved by the Board;

(2) Redemptions. Redemption, repurchase or retirement of any Equity 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 Equity Securities by the Company made in compliance with the terms of the Securityholders Agreement, (ii) entering into or approving any initial public offering, merger, consolidation, amalgamation, recapitalization or other form of business combination or change of control transaction involving the Company or any of its subsidiaries (whether by sale of equity interests, assets or otherwise) otherwise made in compliance with the terms of the Securityholders 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 (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, or any loans or advances to or guarantees for the benefit of any holders of Securities, 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), but specifically excluding issuances of Equity Securities, the issuance of debt securities and borrowing under loan agreements, in each case, in compliance with the terms of the Securityholders Agreement; and

(7) Definition of "Competitor." Any change to the schedule to the Securityholders Agreement corresponding to Schedule 1 hereto.

Schedule 4

Unanimous Appointing Person Actions

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.

Schedule 5

Delegation of Duties

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, 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)(2) of Schedule 2 hereof or (iii) which will be reimbursed within 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 Appointed 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 G

Management Incentive Plan Term Sheet

HORNBECK OFFSHORE SERVICES INC.

MANAGEMENT INCENTIVE PLAN TERM SHEET

MAY 13, 2020

This term sheet (this "***MIP Term Sheet***") is a summary of principal terms of a Management Incentive Plan (the "***MIP***") to be sponsored by [Reorganized Hornbeck] ("***Holdings***") and certain of its subsidiaries (together with Holdings, collectively, the "***Company***") and of grants to be made on the Plan Effective Date (the "***Effective Date***") pursuant to the MIP to executives, senior management, certain consultants and advisors (excluding directors) of the Company entities (each, an "***Executive***").

THIS MIP TERM SHEET IS PRESENTED FOR DISCUSSION AND SETTLEMENT PURPOSES AND IS ENTITLED TO PROTECTION FROM ANY USE OR DISCLOSURE TO ANY PERSON PURSUANT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER RULE OF SIMILAR IMPORT.

THIS MIP TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, COVENANTS AND OTHER PROVISIONS THAT MAY BE CONTAINED IN THE FULLY NEGOTIATED AND EXECUTED DEFINITIVE DOCUMENTATION IN CONNECTION WITH THE MIP. THIS MIP TERM SHEET AND THE INFORMATION CONTAINED HEREIN SHALL REMAIN STRICTLY CONFIDENTIAL.

Term	Description
Overview	Incentive Equity Pool. Holdings will reserve exclusively for the Executives (such reserve, the "***MIP Pool***") a pool of shares of New Equity representing no less than 11% of New Equity, determined on a fully diluted and fully distributed basis (*i.e.*, assuming consummation of the rights offering, conversion of all outstanding convertible securities, exercise of all warrants and full distribution of the MIP Pool) as of the Effective Date.[1] Emergence Grants. 60% of the MIP Pool will be granted on the Effective Date in accordance with this MIP Term Sheet, with specific allocations as agreed by the Company's CEO and ASOF HOS GP LLC, on behalf of certain investment vehicles ("***Ares***"), Whitebox Advisors LLC, on behalf of certain managed funds ("***Whitebox***"), and Highbridge Capital Management, LLC, on behalf of certain of the funds it manages ("***Highbridge***") (such grants made on the Effective Date, the "***Emergence Grants***" and, along with any other grant made under the MIP, each, an "***Award***"). 50% of each Emergence Grant will be in the form of time-vesting restricted stock units ("***RSUs***") and the remaining 50% of each Emergence Grant will consist of three (3) tranches of stock options to purchase a share of New Equity (as described further below) ("***Options***"); provided, that, the compensation committee of the board of directors of Holdings (the "***Board***") may consider a proposal to deviate from such allocation between RSUs and Options for certain Executives based on the

[1] Assumes all common stock capital structure.

Term	Description
	recommendation of the Company's CEO. All Options will have an exercise price equal to the Fair Market Value of a share of New Equity on the date of grant. For the avoidance of doubt, with respect to the Emergence Grants, the Fair Market Value of a share of New Equity equals the Per Share Price (as defined in that certain Backstop Commitment Agreement between the Company and the Commitment Parties thereto, dated May 13, 2020 (the "***Backstop Commitment Agreement***")). Future Grants. The Remaining MIP Pool (as defined below) will be granted, on terms and conditions, and at such times, as are determined by the Board in its discretion following the Effective Date. For this purpose, the "***Remaining MIP Pool***" means the portion of the MIP Pool that has not previously been granted and all shares of New Equity subject to Emergence Grants or subsequent grants that have been forfeited or cancelled for no value before vesting. Shares withheld to satisfy exercise price and/or taxes incurred upon exercise/settlement will not be recycled into the Remaining MIP Pool. Automatic Reallocation of Remaining MIP Pool. In the event that the Remaining MIP Pool has not been granted as of immediately prior to a Change of Control and the TEV (as defined below) in connection with such transaction is at least $1 billion, the Board will make special restricted stock unit grants (such grants, the "***Special RSUs***") with respect to shares of New Equity representing the lesser of (i) 20% of the MIP Pool (*i.e.*, 2.2% of New Equity, determined on a fully diluted and fully distributed basis as of the Effective Date) and (ii) 100% of the Remaining MIP Pool as of the time of the Change of Control. Special RSUs will be granted to participants who are employed at the time of the Change of Control and will be fully vested upon grant.
Vesting	RSUs. Subject to an Executive's continued employment (except as otherwise set forth herein), the RSUs will vest ratably on each of the first, second and third anniversaries of the Effective Date. Vested RSUs will be settled on the earlier of (i) the seventh (7^{th}) anniversary of the grant date and (ii) a Change of Control. Options. Each tranche of Options is subject to both time-vesting and performance-vesting conditions. The Options will time-vest according to the same schedule as applicable to the RSUs. Each tranche of Options will also be subject to performance-vesting based on achievement of specified TEV levels, such that the participant will only performance-vest in a given tranche of Options in the event that a Change of Control occurs on or prior to the seventh (7^{th}) anniversary of the Effective Date and the implied TEV upon such Change of Control equals or exceeds the specified TEV threshold set for such tranche of Options. Subject to an Executive's continued employment through the date of the applicable Change of Control (except as otherwise set forth herein), the Options will vest to the extent the applicable TEV set forth below is achieved: Tranche A – 33⅓% of the Options:

Term	Description
	• TEV of $500,000,000[2] Tranche B – 33⅓% of the Options: • TEV of $750,000,000 Tranche C – 33⅓% of the Options: • TEV of $1,000,000,000 Vesting Upon Termination. If an Executive is terminated without Cause or terminates for Good Reason (any such termination, a "***Qualifying Termination***"), (i) the Executive will vest in the tranche of RSUs next scheduled to vest following such termination; (ii) the Executive will time-vest in the tranche of Options next scheduled to time-vest following such termination; and (iii) the Executive's Options that have time-vested as of the date of termination (after accounting for the acceleration set forth in clause (ii)) will remain outstanding and will performance-vest (*i.e.*, fully vest) to the extent the applicable performance conditions are actually achieved. For the avoidance of doubt, any Options (A) that are not time-vested as of the date of a Qualifying Termination (after accounting for the acceleration set forth in clause (ii)), or (B) that are not time-vested at the time of termination as a result of Executive's death or Disability, will not remain eligible to performance-vest after the date of termination and will be forfeited. Upon a termination due to the Executive's death or Disability, the Executive's Options that have time-vested as of the date of termination will remain outstanding and will performance-vest (*i.e.*, fully vest) to the extent the applicable performance conditions are actually achieved. Accelerated Vesting Upon Change of Control. Upon a Change of Control, (i) 100% of the Executive's unvested RSUs will accelerate and vest, and (ii) the time-vesting condition of the Options will be deemed fully satisfied (*i.e.*, all of the Options will be 100% time-vested). "***TEV***" [shall be reasonably determined by the Board in good faith as the sum of (i) the Fair Market Value of a share of New Equity, multiplied by the number of shares of New Equity then-outstanding, calculated on a fully diluted basis (but excluding for this purpose any out-of-the-money options or warrants in the applicable transaction), plus (ii) an amount equal to the then principal amount of all of 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, calculated on a fully diluted basis, plus (iv) the aggregate amount of cash dividends or distributions made to, or redemptions

[2] TEV numbers are illustrative only, at time of emergence TEV to be converted into a per share price, which will represent, for the avoidance of doubt, the per share enterprise value of the Company (determined in accordance with the TEV definition set forth herein) as of emergence.

Term	Description
	from, the Company's equityholders with respect to their equity holdings in the Company before the effective date of the Change of Control.][3] "***Change of Control***" shall mean the occurrence of one or more of the following events following the Effective Date: (i) Any "person" (within the meaning of that term as used in Section 13(d) of the Exchange Act), other than an affiliate of the Company or a Permitted Holder, shall become the beneficial owner, by way of merger, consolidation, recapitalization, reorganization or otherwise, of 65% or more of the combined voting power of the equity interests in the Company (on a fully diluted basis, assuming exercise of all Jones Act Warrants (as defined in the Definitive Documents)), (ii) the sale or other disposition by the Company of all or substantially all of its assets in one or more transactions other than (x) to an affiliate of the Company or a Permitted Holder or (y) in connection with a spinoff or similar corporate transaction involving an affiliate, Permitted Holder or then current shareholder(s), or (iii) a transaction or series of transactions following which the Permitted Holders cease to own 35% or more of the economic equity interests in the Company. For the avoidance of doubt, the Permitted Holders' sell-down of their economic equity interests 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 anything to the contrary, if the Change of Control is a payment event with respect to amounts 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 MIP 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. "***Permitted Holder***" shall mean 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. "***Fair Market Value***" of a share of New Equity (or any other security) means the fair market value of such share of New Equity (or such other security, as applicable), as determined by the Board in good faith. Any determination of the Fair Market Value of a security by the Board pursuant to the MIP or the Stockholders Agreement 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, that, in no event shall such determination take into account any discounts for

[3] The parties contemplate that the performance conditions will ultimately be based on the per share transaction price in connection with the applicable transactions (which will represent, for the avoidance of doubt, the per share enterprise value of the Company (determined in accordance with the TEV definition set forth herein) as of the transaction), and the parties agree to work in good faith to address such changes in the definitive management incentive plan documents.

Term	Description
	lack of control, minority interest, the amount of time that would be required to effectuate a sale of such security or lack of liquidity. The Company's CEO will have a customary Fair Market Value dispute right as it relates to determining Fair Market Value for purposes of setting the purchase price to be paid in connection with a repurchase or put transaction (as contemplated below), whereby the Board and the Company's CEO will select a mutually agreeable independent appraisal firm (the "Firm") to determine fair market value, and the Company shall bear the cost due to the Firm for the valuation, unless the Firm's determination of fair market value is less than 110% of the Board's original determination of fair market value, in which case the Company's CEO shall bear the cost due to the Firm for the valuation.
Term of Option	The Options will terminate upon the tenth (10^{th}) anniversary of the grant date.
Forfeiture	In the event of an Executive's termination for Cause, outstanding vested and unvested Awards will terminate and expire immediately upon such termination. Upon a Qualifying Termination, any unvested RSUs, after giving effect to any acceleration of the RSUs, will immediately expire. Following a Qualifying Termination or a termination due to death or Disability, time-vested Options will expire to the extent not performance-vested upon the earlier of a Change of Control and the seventh (7^{th}) anniversary of the Effective Date. Any Options that have neither time nor performance-vested as of the date of a Qualifying Termination will immediately expire. Upon any other termination, all unvested Emergence Grants will terminate and expire immediately upon such termination. Options will expire to the extent not performance-vested upon the earlier of a Change of Control and the seventh (7^{th}) anniversary of the Effective Date.
Option Post-Termination Exercise Period	Good Leaver Termination. Vested Options will be exercisable until the later of (i) fifth (5^{th}) anniversary of the Emergence Date and (ii) the third (3^{rd}) anniversary of a termination by the Company without Cause, by the Executive for Good Reason or due to the Executive's death or Disability; provided, that, in any event not beyond the ten (10)-year Option term. Termination without Good Reason. Upon a termination without Good Reason, vested Options will be exercisable for ninety (90) days post-termination; provided, that, in any event not beyond the ten (10)-year Option term.
Cashless Exercise and Settlement	At the Executive's election, RSUs may be net-settled (*i.e.*, shares will be withheld to cover taxes) and Options may be net-exercised (shares will be withheld to cover taxes and the exercise price), to the extent permitted by the Company's credit and loan documents ("***Loan Documents***"), and for the sake of clarity, the Company will make commercially reasonable efforts to ensure that the Loan Documents will permit net settlement and net exercise.

Term	Description
Repurchase/Put Rights	General. Except as set forth below, during the six (6)-month period immediately following an Executive's termination of employment with Company for any reason (or during the six (6)-month period immediately following any vesting of Options which occurred following a Qualifying Termination), New Equity held by the Executive will be subject to customary repurchase rights by Holdings (including, without limitation, tolling provisions in the event a repurchase is prohibited by applicable credit agreements (and, for the sake of clarity, the Company will make commercially reasonable efforts to ensure that the Loan Documents will include sufficient baskets to accommodate such purchases)). The repurchase price will equal the Fair Market Value as of the date the repurchase right is exercised. CEO. For the avoidance of doubt, the foregoing repurchase right will not apply to the Company's CEO's co-invest equity. Additionally, the Company's CEO will have a customary put right with respect to his co-invest equity, exercisable during the six (6)-month period immediately following a termination of his employment by the Company for any reason other than for Cause (subject to tolling provisions in the event that such purchase is prohibited by applicable credit agreements (and, for the sake of clarity, the Company will make commercially reasonable efforts to ensure that the Loan Documents will include sufficient baskets to accommodate the CEO's put right) or would cause significant financial harm to the Company's then current liquidity position (with the Company's CEO to have a customary dispute right with respect to the Company's determination as to its liquidity position)). If a purchase for cash is prohibited by applicable credit agreements, the put price will be paid in the form of a promissory note that will bear interest at 9.85% and be settled in full upon the earliest of (i) an initial public offering, (ii) a Change of Control and (iii) a specified maturity date (which will be no later than the fourth anniversary of the date of issuance). The purchase price paid in connection with the put right will equal (A) the Per Share Price, in connection with any put right exercise that occurs at any time before the first (1st) anniversary of the Effective Date, and (B) the Fair Market Value as of the date the put right is exercised, in connection with any put right exercise that occurs at any time on or after the first (1st) anniversary of the Effective Date.
Joinder to the Stockholders Agreement	Each Executive will be required to sign the New Stockholders Agreement or a joinder thereto.
Restrictive Covenants	No more restrictive than those to which the Executives will be subject pursuant to the Employment Agreement Term Sheet.
Management Co-Investment Opportunity	Each Executive will have the opportunity to invest in New Equity alongside the Commitment Parties on substantially the same economic terms and conditions set forth in the Backstop Commitment Agreement, as applicable (the "Co-investment Program"); provided, that, collectively, the Executives' investment opportunity under the Co-investment Program will not exceed $3,000,000 in the aggregate.

Term	Description
Definitions	Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Restructuring Support Agreement, dated April 10, 2020, between Hornbeck Offshore Services, Inc. and the Consenting Creditors party thereto, or the Employment Agreement Term Sheet, as applicable. Other terms will be defined in a manner customary for senior executives of a public company in the offshore oilfield services industry generally; provided, that, the Executives' current arrangements will be taken into consideration.

Exhibit H

Executive Employment Agreement Term Sheet

[HORNBECK/HOLDCO][1]

MANAGEMENT EMPLOYMENT AGREEMENTS

The following summarizes the principal terms of the employment agreements into which [Hornbeck/Holdco] (the "Company") will enter in connection with its emergence from bankruptcy.

Part 1: Employment Arrangements

Overview:	General. The Company and each executive identified on Exhibit A to this Term Sheet (each, an "Executive") will enter into a customary employment agreement ("Agreement") that will be effective on the effective date of the Company's Plan of Reorganization (the "Emergence Date") and consistent in all material respects with this Term Sheet. Provisions not described herein will be consistent with market practices for senior executives in the offshore oilfield services industry generally. Term. Initial four (4)-year term that automatically extends for additional one (1)-year periods thereafter, unless either party provides at least ninety (90) days' written notice of non-renewal (the period the Agreement is in effect, the "Term").
Titles and Positions; Duties, Authorities and Responsibilities:	Titles and Positions. Each Executive will have the titles and positions specified on Exhibit A to this Term Sheet. Duties, Authorities and Responsibilities. Each Executive will continue to have duties, authorities and responsibilities as are customary for these positions and for similarly situated executives.
Compensation and Benefits:	Base Salary. Each Executive's base salary ("Base Salary") is set forth on Exhibit A to this Term Sheet and will be subject to annual review by the Compensation Committee ("Committee") of the Board of Directors of the Company (the "Board") for increase only. Annual Bonus. Each Executive's target annual bonus opportunity ("Target Bonus") is set forth on Exhibit A to this Term Sheet. The actual annual bonus for each Executive will range from 50% of the Target Bonus at threshold performance to 200% of the Target Bonus at maximum performance. Generally, Executive will not earn an annual bonus for achievement at any level below threshold performance. Each Executive will be paid an annual bonus each fiscal year, to the extent earned based on performance against reasonably obtainable objective performance criteria established in good faith by the Committee no later than ninety (90) days after commencement of the relevant fiscal year, subject to Executive's continued employment with the Company through the end of the relevant fiscal year; provided, that, Executive will forfeit any earned but unpaid annual bonus in the event of a termination of employment for Cause following the end of the relevant fiscal year and prior to the payment date. LTIP. Subject to Executive being employed on the Emergence Date and having been continuously employed immediately prior thereto, each Executive will receive initial equity compensation grants according to the terms set forth in the Management Incentive Plan Term Sheet (the "MIP Term Sheet"). Following such grants, each Executive will be eligible for additional equity compensation as determined by the Board following the Emergence Date. Benefit Plans. Each Executive will 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 in the Agreement; provided, however, that any health insurance will not provide for a preexisting condition limitation. Automobile. During the Term, the Company shall continue to provide each Executive with an automobile and pay for such automobile's auto insurance, maintenance and fuel; provided, that, Executive shall pay all taxes related to Executive's personal use of the automobile.
Termination:	General. Each Executive's employment will terminate upon the earliest to occur of (i) Executive's death, (ii) Executive's Disability, (iii) a termination of such Executive's employment by the

[1] Note to Draft: Entity to be confirmed.

	Company (with or without Cause), (iv) a termination of such Executive's employment by such Executive (with or without Good Reason) and (v) the expiration of the Term. Normal Severance. Upon a termination of Executive's employment (i) by the Company without Cause (not due to Executive's death or Disability), (ii) by Executive for Good Reason or (iii) upon expiration of the Term due to the Company's non-renewal (each, a "Qualifying Termination"), subject to Executive's satisfaction of the Release Requirement (as defined below), Executive will receive, with the first payment under clauses (A) and (C) being made on the sixtieth (60^{th}) day following such termination and to include any payments that would have otherwise been made prior to such date: (A) severance in an amount equal to the product of (x) the severance multiple specified for Executive on Exhibit A to this Term Sheet and (y) the sum of Executive's Base Salary and Target Bonus (for the avoidance of doubt, if the Qualifying Termination is due to Executive's termination of employment for Good Reason caused, in whole or in part, by a reduction in Executive's Base Salary and/or Target Bonus, or if Executive would have had grounds to terminate his employment for Good Reason on such basis at the time of a Qualifying Termination pursuant to clauses (i) or (iii) above, each such amount will be at the rate in effect prior to any decrease thereof) (the "Cash Severance"), payable in equal monthly installments over the "severance period" (i.e., determined by multiplying one (1) year times the applicable severance multiple); provided, that, in any case, the severance period will not exceed a period of twenty-four (24) months immediately following Executive's termination date; (B) if such termination occurs at least halfway through the relevant fiscal year, a pro rata annual bonus for the year in which such termination occurs, with the pro-ration determined based on the number of days that Executive was employed with the Company during the year and the amount of the annual bonus determined based on actual performance for the entire year (provided, that, any subjective performance goals will be deemed satisfied at target levels), paid when similarly situated executives would be paid such annual bonus (the "Pro Rata Bonus"); and (C) reimbursement for the employer portion of the monthly cost of maintaining medical, dental and/or vision benefits for Executive under a group health plan of the Company for purposes of the Consolidated Omnibus Budget Reconciliation Act of 1985 for the duration of the severance period (based on the premium rate in effect on the termination date) (the "Benefit Payment"). Any outstanding equity awards will receive the treatment set forth in the applicable award agreement. Change of Control Severance. If (i) Executive's Qualifying Termination occurs within the two (2)-year period immediately following a Change of Control (as defined in the MIP Term Sheet) or (ii) Executive is terminated by the Company without Cause within the six (6)-month period immediately prior to the consummation of a Change of Control (each, a "CIC Termination"), Executive will be entitled to the Normal Severance, subject to the following adjustments: (I) Executive's severance multiple will be increased as set forth on Exhibit A to this Term Sheet for purposes of both the Cash Severance and the Benefit Payment; (II) the Pro Rata Bonus will be payable regardless of at which point in the relevant fiscal year such termination occurs, the amount of the Pro Rata Bonus will be determined based on deemed achievement of all performance criteria at target levels and the Pro Rata Bonus will be paid at the same time as the Cash Severance and the Benefit Payment are paid in accordance with the following clause (III); and (III) the Cash Severance and the Benefit Payment will be payable in a lump sum. For the avoidance of doubt, the Company's reorganization as of the Emergence Date will not constitute a Change of Control. Termination Due to Death or Disability. Upon a termination of Executive's employment due to Executive's death or Disability, Executive will receive: (i) the Pro Rata Bonus, which will be due regardless of at which point in the relevant fiscal year such termination occurs, and (ii) the Benefit Payment for twelve (12) months. Any outstanding equity awards will receive the treatment set forth in the applicable award agreement. Any Termination. Upon any termination of Executive's employment, Executive will receive: (i) Executive's accrued Base Salary through the date of Executive's termination, (ii) payment in lieu of any earned, but unused, vacation, and (iii) reimbursement of Executive's expenses in accordance with the Company's reimbursement policy as in effect from time to time. Release and Continued Compliance with Restrictive Covenants. As a condition to receiving (and retaining) severance benefits, Executive will be required to (i) execute and not revoke a customary

	release of claims in a form that will be attached to the Agreement (the "Release Requirement") and (ii) continue to comply with restrictive covenants set forth in the Agreement. No Mitigation. An Executive will not be required to mitigate the amount of severance by seeking other employment or otherwise.
Code Section 280G:	"Best net" provision to be included in the Agreement in order to mitigate the potential impact of any payments that may constitute "parachute payments" if paid to Executive in connection with a Change of Control. If the Company is eligible for the shareholder vote exemption at the time of a Change of Control, the Company will subject Executive's payments to a shareholder vote in accordance with Treas. Reg. §1.280G-1 and recommend approval thereof, in each case; provided, that, the applicable Executive cooperates with all reasonable and customary requests in connection with such vote, including execution of any required documentation in connection therewith.
Restrictive Covenants:	The Agreement will include customary confidentiality, trade secret, Company property, two (2)-year non-compete (provided, that, for the avoidance of doubt, these restrictions will apply regardless of the nature of an Executive's termination and whether or not Executive receives severance), two (2)-year employee non-solicit/non-hire and perpetual non-disparagement covenants (subject to applicable law). The Company and its subsidiaries will instruct their respective officers and directors not to disparage any Executive and the Company and its subsidiaries will not make or issue any official public statements or press releases disparaging any Executive.
Definitions:	"Cause" and "Disability" will be defined in a manner customary for senior executives of a public company and in any event no less favorable than set forth in Executives' current arrangements. "Good Reason" means, unless otherwise agreed to in writing by Executive, (i) any material diminution in Executive's titles, duties, responsibilities, status or authorities with the Company or any of its material operating subsidiaries; (ii) a material reduction in Executive's Base Salary or Target Bonus; (iii) a relocation of Executive's primary place of employment to a location more than thirty-five (35) miles farther from Executive's primary residence than the current location of the Company's offices in Louisiana as of the Emergence Date; or (iv) a material breach by the Company of the Agreement or any other agreement between the Company and Executive. In order to invoke a termination for Good Reason, (A) Executive must provide written notice within forty-five (45) days of 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) Executive must terminate employment within forty-five (45) days following the expiration of the Company's cure period. Other terms will be defined in a manner customary for senior executives of a public company in the offshore oilfield services industry generally; provided, that, Executives' current arrangements will be taken into consideration.
Final Documentation:	The final documentation related to the Agreements will not contain any material non-solicitation, non-competition or similar obligations that are not set forth herein.
Governing Law:	Louisiana.

Appendix A

Name (Titles & Positions)	Base Salary	Target Bonus Percentage	Change of Control Severance Multiple[2]	Change of Control Severance Multiple[3]	Severance Multiple[4]
Todd M. Hornbeck (Chairman, President & Chief Executive Officer)	$637,500	100%	5.0x	3.5x	2.5x
James O. Harp, Jr. (Executive Vice President & Chief Financial Officer)	$360,000	100%	3.0x	2.5x	2.0x
Carl G. Annessa (Executive Vice President & Chief Operating Officer)	$360,000	100%	3.0x	2.5x	2.0x
John S. Cook (Executive Vice President, Chief Commercial Officer & Chief Information Officer)	$292,500	100%	3.0x	2.5x	2.0x
Samuel A. Giberga (Executive Vice President, General Counsel & Chief Compliance Officer)	$292,500	100%	3.0x	2.5x	2.0x

[2] Note to Draft: If a 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 CIC Termination occurs in connection therewith, the multipliers in this column shall apply.

[3] Note to Draft: If a 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 CIC Termination occurs in connection therewith, the multipliers in this column shall apply.

[4] Note to Draft: If (x) a Qualifying Termination occurs that is not a CIC Termination or (y) a 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 CIC Termination occurs in connection therewith, the multipliers in this column shall apply.

Exhibit I

Amended and Restated License Agreement

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 [●], 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 (2^{nd}) 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
103 Northpark Blvd., Suite 300
Covington, LA 70433
Telephone: (985) 727-2000
Fax: (985) 727-2006

To Licensee: Hornbeck Offshore Operators, LLC
103 Northpark Blvd., Suite 300
Covington, LA 70433
Telephone: (985) 727-2000
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: _____
Todd M. Hornbeck
Member

LICENSEE:

Hornbeck Offshore Operators, LLC

By: _____
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


HOS


HORNBECK OFFSHORE
HOS


HORNBECK OFFSHORE
HOS


HOS

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.

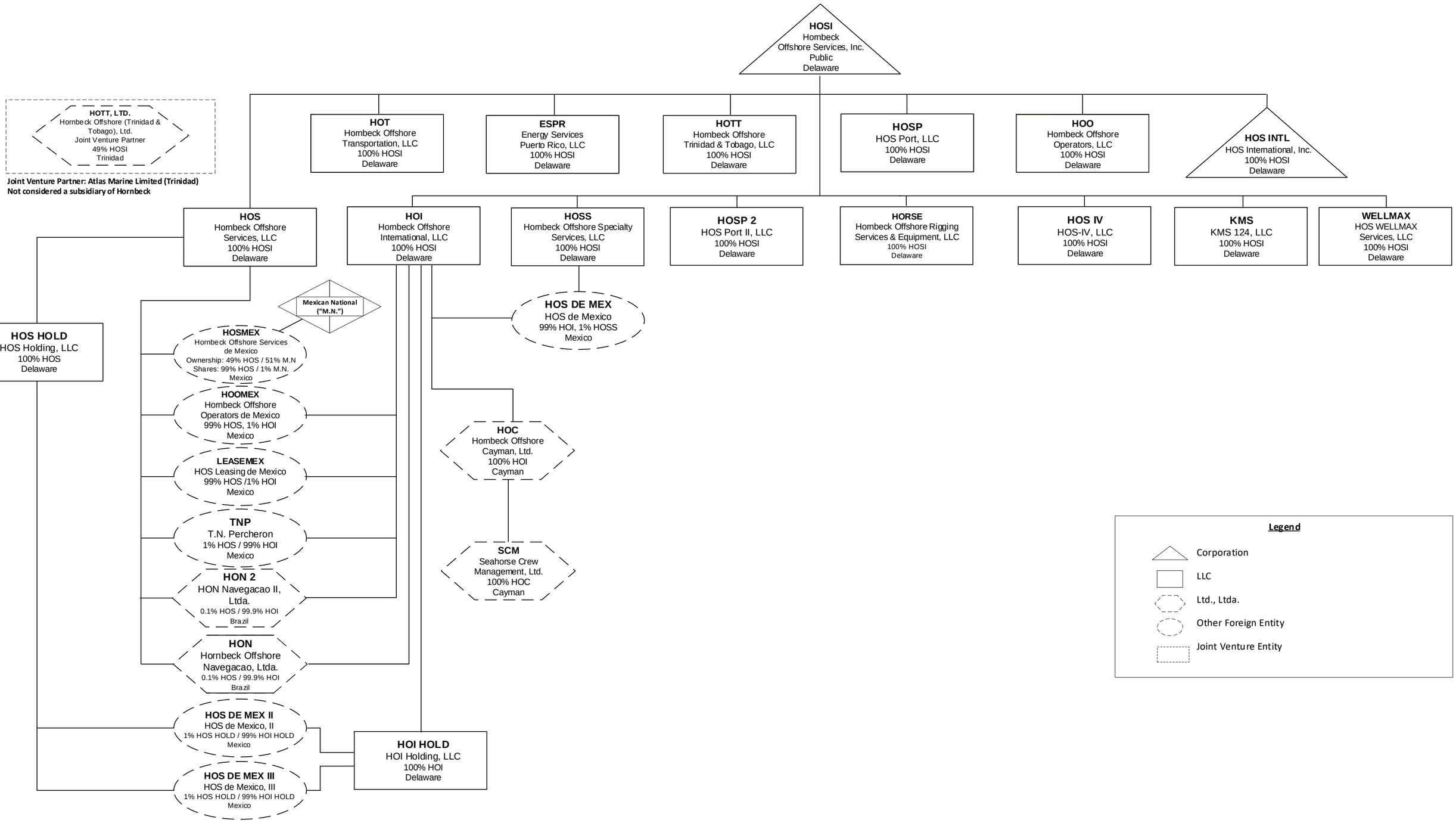
2. Payment of the Performance Fee shall be prorated during the calendar year in which the Termination Date occurs, such that the Performance Fee payment for such calendar year shall equal the amount that would be payable as a Performance Fee for the EBITDA of the trailing twelve (12) months from the 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 J

Corporate Organization Chart



K.vsd 20273606 v6

Exhibit K

Liquidation Analysis

LIQUIDATION ANALYSIS FOR HORNBECK OFFSHORE SERVICES, INC., et al.

I. Introduction

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Hornbeck Offshore Services, Inc. and its Debtor Affiliates* (the "Disclosure Statement").

Under the "best interests" of creditors test set forth by section 1129(a)(7) of the Bankruptcy Code, the Bankruptcy Court may not confirm a plan of reorganization unless the plan provides each holder of a claim or interest who does not otherwise vote in favor of the plan with property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code. Accordingly, to demonstrate that the proposed plan as described in the Disclosure Statement satisfies the "best interests" of creditors test, the Debtors with assistance of their advisors, have prepared the following hypothetical liquidation analysis presenting recoveries available to holders of claims and interests, assuming a hypothetical liquidation of the Debtors (the "Liquidation Analysis"). The Liquidation Analysis is based upon certain assumptions detailed in the Disclosure Statement, this Liquidation Analysis and in the accompanying notes to the Liquidation Analysis.

Statement of Limitations

The determination of the costs of, and proceeds from, the hypothetical liquidation of the Debtors' assets in a Chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors based upon their business judgment and input from their advisors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management and their advisors. Inevitably, some assumptions in the Liquidation Analysis may not materialize in an actual Chapter 7 liquidation, and unanticipated events and circumstances could materially affect the ultimate results in an actual Chapter 7 liquidation. This analysis is made even more challenging given the current COVID-19 and Organization of the Petroleum Exporting Countries ("OPEC") oil price macro backdrop.

The Liquidation Analysis was prepared for the sole purpose of generating a reasonable, good faith estimate of the proceeds that would be realized if the Debtors' assets were liquidated in accordance with Chapter 7 of the Bankruptcy Code. The Liquidation Analysis is not intended and should not be used for any other purpose. The underlying financial information in the Liquidation Analysis was not compiled or examined by independent accountants in accordance with standards promulgated by the American Institute of Certified Public Accountants.

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY.

THE LIQUIDATION ANALYSIS IS A HYPOTHETICAL EXERCISE THAT HAS BEEN PREPARED FOR THE SOLE PURPOSE OF PRESENTING A REASONABLE GOOD FAITH ESTIMATE OF THE PROCEEDS THAT WOULD BE REALIZED IF THE DEBTORS WERE LIQUIDATED IN ACCORDANCE WITH CHAPTER 7 OF THE BANKRUPTCY CODE AS OF THE PLAN EFFECTIVE DATE. THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF THE DEBTORS' ASSETS AS A GOING CONCERN, AND THERE MAY BE A

SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE VALUES THAT MAY BE REALIZED OR CLAIMS GENERATED IN AN ACTUAL LIQUIDATION.

NOTHING CONTAINED IN THE LIQUIDATION ANALYSIS IS INTENDED TO BE, OR CONSTITUTES, A CONCESSION, ADMISSION, OR ALLOWANCE OF ANY CLAIM BY THE DEBTORS. THE ACTUAL AMOUNT OR PRIORITY OF ALLOWED CLAIMS IN THE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH AND USED IN THE LIQUIDATION ANALYSIS. THE DEBTORS RESERVE ALL RIGHTS TO SUPPLEMENT, MODIFY, OR AMEND THE ANALYSIS SET FORTH HEREIN.

Basis of Presentation

The Liquidation Analysis is based on the internal, unaudited financial statements of the Debtors and non-Debtors as of March 31, 2020 (unless otherwise indicated). The actual assets available to the Debtors' estates and claims arising in the event of an actual liquidation may differ from the assets assumed to be available pursuant to the Liquidation Analysis.

The Debtors have neither fully evaluated claims filed or adjudicated any claims that have been or may be asserted against the Debtors before the Bankruptcy Court. Accordingly, the amount of the final Allowed Claims against the Debtors' estates may differ materially from the claim amounts used in the Liquidation Analysis.

Conversion Date and Appointment of a Chapter 7 Trustee

The Liquidation Analysis has been prepared assuming that the Debtors converted their cases from Chapter 11 to Chapter 7 on or about June 30, 2020 ("Conversion Date"). On the Conversion Date, it is assumed that the Bankruptcy Court would appoint a Chapter 7 trustee ("Trustee") to oversee the liquidation of the Debtors' estates.

Deconsolidated Liquidations

The Liquidation Analysis assumes that the Debtors would be liquidated in a jointly administered, but not substantively consolidated proceeding. In addition, it is assumed, given the integrated nature of their operations, that the non-Debtors would also commence liquidation proceedings upon the Conversion Date. Therefore, the Liquidation Analysis considers an entity-by-entity liquidation for the Debtors and non-Debtors. The Liquidation Analysis assumes unsecured intercompany claims arising post-petition and pre-petition between and amongst the Debtors and non-Debtors would not be settled.

Global Notes and Assumptions

The Liquidation Analysis should be read in conjunction with the following global notes and assumptions.

1. *Significant dependence on unaudited financial statements.* The Liquidation Analysis contains numerous estimates. Proceeds available for distribution are based upon the unaudited financial statements of the Debtors and non-Debtors as March 31, 2020 and are assumed to be substantially the same as of the Conversion Date, unless otherwise noted.

2. *Chapter 7 liquidation costs and length of liquidation process*. The Liquidation Analysis assumes that liquidation would occur during an 18-month period post Conversion Date ("Liquidation Period") in order to pursue an orderly sale of substantially all Debtors and non-Debtors' assets, as well as to arrange distributions and otherwise administer and wind-down the estates. In an actual liquidation, the wind-down process and Liquidation Period could vary significantly, thereby impacting distributions and

recoveries. For example, the potential for priority, contingent, and other claims, litigation and rejection costs, and delays in the final determination of Allowed Claims could substantially impact both the timing and amount of distributions and recoveries. Additionally, in light of recent market instability and the pandemic risk of COVID-19, it is possible that the Liquidation Period would be materially extended. Accordingly, there can be no assurance that the values reflected in the Liquidation Analysis would be realized if the Debtors and non-Debtors were, in fact, to undergo such a liquidation.

3. *Distribution of liquidation proceeds*. Chapter 7 and Chapter 11 Administrative Claims, Priority Claims, professional and trustee fees, and other Claims that may arise in a liquidation scenario would be paid in full from the liquidation proceeds before the balance of any proceeds will be made available to pay any secured and General Unsecured Claims. Under the absolute priority rule, no junior creditor at a given entity would receive any distribution until all senior creditors are paid in full at such entity, and no equity holder at such entity would receive any distribution until all creditors at such entity are paid in full. The assumed distributions to creditors as reflected in the Liquidation Analysis are estimated in accordance with the absolute priority rule.

Liquidation Analysis for the Debtors

The schedule shown below presents the net liquidation proceeds available for distribution in a hypothetical Chapter 7 case. The Liquidation Analysis estimates the high and low asset recoveries, which are based on the asset book value as of March 31, 2020, except as otherwise indicated.

Liquidation Analysis - Consolidated Debtors and Non-Debtors Liquidation (Actual Dollars)

			Estimated Recovery			
	Notes	Book Value	Low %	Low $	High %	High $
Current Assets						
Cash and Cash Equivalents	1	$ 53,301,612	100%	$ 53,301,612	100%	$ 53,301,612
Accounts Receivable	2	26,612,289	46%	12,295,630	65%	17,430,686
Other Receivables	3	24,624,820	46%	11,445,162	63%	15,455,858
Prepaid Expenses [1]	4	5,992,995	0%	-	22%	1,347,387
Other Current Assets [1]	5	9,949,096	46%	4,531,112	65%	6,445,380
Total Current Assets		**$ 120,480,812**	**68%**	**$ 81,573,516**	**78%**	**$ 93,980,923**
Non-Current Assets						
Vessels	6	$ 2,078,471,160	8%	$ 161,059,500	12%	$ 239,435,000
Other Fixed Assets	7	258,887,360	4%	10,815,805	12%	29,886,571
Other Assets [2]	8	29,078,439	0%	73,821	1%	147,642
Total Non-Current Assets		**$ 2,366,436,959**	**7%**	**$ 171,949,127**	**11%**	**$ 269,469,213**
Total Distributable Value Before Liquidation Costs	9	**$ 2,486,917,771**	**10%**	**$ 253,522,643**	**15%**	**$ 363,450,136**
Less: Liquidation Costs						
Post-Conversion Cash Flow	10			$ 14,717,523		$ 14,717,523
Severance Costs	11			18,600,000		21,300,000
Employee Retention Compensation	12			2,800,000		9,300,000
Broker fees	13			2,300,000		3,500,000
Chapter 11 Professional Fees	14			-		-
Chapter 7 Professional Fees	15		2.50%	5,005,526	2.50%	7,753,713
Trustee Fees	16		1.50%	3,003,315	1.50%	4,652,228
Total Liquidation Costs				**$ 46,426,364**		**$ 61,223,464**
Net Liquidation Proceeds Available for Distribution	17			**$ 207,096,279**		**$ 302,226,672**

			Claims Recovery Estimate			
Claims		Claim Amount	Low %	Low $	High %	High $
Priority Tax Claims & Regulatory Fees	18	$ 5,007,567	100%	**$ 5,007,567**	100%	**$ 5,007,567**
Remaining Liquidation Proceeds Available for Distribution				202,088,711		297,219,105
Debtor In Possession Secured Claims	19	$ 78,000,000	100%	**$ 78,000,000**	100%	**$ 78,000,000**
Remaining Liquidation Proceeds Available for Distribution				124,088,711		219,219,105
Chapter 11 Administrative Claims	20	$ 9,206,723	100%	**$ 9,206,723**	100%	**$ 9,206,723**
Remaining Liquidation Proceeds Available for Distribution				114,881,988		210,012,382
First Lien Term Loans	21	$ 364,131,513	32%	**$ 114,881,988**	58%	**$ 210,012,382**
Remaining Liquidation Proceeds Available for Distribution				-		-
Second Lien Term Loans	22	$ 124,605,257	0%	**$ -**	0%	**$ -**
Remaining Liquidation Proceeds Available for Distribution				-		-
General Unsecured Claims	23	$ 701,813,991	0%	**$ -**	0%	**$ -**
Remaining Liquidation Proceeds Available for Distribution				-		-

[1] As of February 29, 2020

[2] As of December 31, 2019

Footnotes to Liquidation Analysis

1. **Cash and Cash Equivalents**
   The Debtors' cash and cash equivalents balance was estimated $53,301,612 as of the Conversion Date. The Liquidation Analysis assumes liquidation proceeds of cash are 100% of the unaudited book value. Cash and cash equivalents are net of Chapter 11 professional fees.

2. **Accounts Receivable**
   The Accounts Receivable recoveries are based upon the accounts receivable aging net of the Allowance for Doubtful Accounts reserve. The recovery percentages vary by aging bucket (a low of 0% if aged greater than 120 days to a high of 70% for receivables aged 60 days or less), resulting in a net recovery range of 46% to 65%.

3. **Other Receivables**
   Other Receivables relate primarily to accrued accounts receivable, tax refunds, rebill revenue for fuel and military contracts and employee advances and are assumed to have a recovery range of 46% to 63%.

4. **Prepaid Expenses**
   Prepaid Expenses consist primarily of prepaid insurance and other miscellaneous prepaid expenses. The estimated recovery range is between 0% and 22%.

5. **Other Current Assets**
   Other Current Assets consist primarily of fuel, property and personal injury insurance and receivable for Brazilian payroll tax refund. The Liquidation Analysis assumes varying recovery rates based upon the asset type and the total estimated recovery range is between 46% and 65%.

6. **Vessels**
   As of March 31, 2020, the Debtors owned a fleet of 74 vessels, including 66 offshore service vessels ("OSV") and eight multipurpose supply vessels ("MPSV"). The Debtors reviewed their fleet on a by-vessel basis and determined that in a liquidation scenario, 36 vessels that are currently stacked would be liquidated for scrap value and the remaining vessels would be sold at a discounted market value (scrap value is based upon net mean Baltic Maritime Scrap Panel pricing on Light Displacement Tonnage ("LDT"); market value is based upon VesselsValue™ appraisal data as of March 31, 2020). For vessels sold at market value, the Debtors assumed discounts to the appraised market values to account for vessel age and the impact from a forced sale of 38 vessels into an already depressed market. Proceeds from the forced fleet sale were estimated to be $161 million to $239 million, or a recovery range of 8% to 12%.

7. **Other Fixed Assets**
   Other Fixed Assets include two partially completed MPSV newbuilds still under construction, spares inventory and property, plant and equipment. These assets were estimated to yield an approximate $11 million to $30 million in a liquidation scenario, or a recovery range of 4% to 12%.

8. **Other Assets**
   Other Assets include miscellaneous deposits owed to the Debtors, right of use asset related to the Debtors' leases, intangible assets and investment in unconsolidated entities. These assets are assumed to have a range of recovery between 0% and 1%.

9. **Total Distributable Value Before Liquidation Costs**
   Represents the gross value generated through the sale / disposition of the Debtors' assets prior to liquidation related expenses.

10. **Post-Conversion Cash Flow**

Represents the Debtors' net cash outflow during the Liquidation Period until all of the Debtors' assets are sold and the various Debtors' legal entities/estates are fully wound down as follows:

	Total
Corporate Insurance[1]	$ 6,207,307
Fuel / Mobilization Costs	2,850,000
Regulatory Fees / Taxes	3,240,765
Rent	909,860
Information Technology / Software	558,603
Utilities	434,988
Outside Services	270,000
Employee Return Travel	246,000
Total Post-Conversion Cash Flow	**$ 14,717,523**

[1] Corporate Insurance reflects a conservative estimate of 12 months of insurance cost for all vessels

11. **Severance Costs**
Represents the statutory payment to be made to terminated employees of the Debtors in their relevant jurisdictions (e.g. Worker Adjustment and Retraining Notification ("WARN") Act in the United States and comparable laws and regulations in Mexico and Brazil). The Liquidation Analysis estimates the Debtors will pay the following severance costs subsequent to the Conversion Date: (i) 60 days of WARN totaling $17 million for all US employees, (ii) 30 to 90 days of severance depending upon seniority for all Mexico employees totaling $1.3 million to $4 million, respectively and (iii) $0.5 million of severance for all Brazil employees.

12. **Employee Retention Compensation**
Represents costs to retain essential administrative employees and crew members in the US and Mexico during the Liquidation Period. The administrative employee retention costs include salary, benefits and retention bonus, which is assumed to be 40% of the retained employee's annual salary. The retention compensation assumes retention of crew members for the vessels during hurricane season prior to sale. The Debtors' estimate reflects (i) the number of crew members required by vessel, (ii) the average day rate paid per crew member and (iii) the number of days in which an active crew is required. All administrative and crew member retention wages and benefits are net of WARN (see Note 11).

13. **Broker Fees**
Includes broker fees incurred during wind-down period for services related to disposal and sale of 38 active vessels at market value. Fees are calculated as 1.5% percent of the vessel liquidation value.

14. **Chapter 11 Professional Fees**
Chapter 11 Professional Fees are assumed to be paid under the DIP carveout and represent professional fees incurred during the duration of the Chapter 11 case. These fees are assumed to be paid prior to the Conversion Date and are netted against the cash balance (see Note 1).

15. **Chapter 7 Professional Fees**
Includes an estimate for certain professionals that would be retained by the Trustee during the Liquidation Period, including financial advisors and legal counsel. Estimated to be 2.5% of Total Distributable Value Before Liquidation Costs less cash.

16. **Trustee Fees**
    Trustee fees required to facilitate the sale of the Debtors' assets, assumed to be 1.5% of Total Distributable Value less cash. These fees are assumed to be used for marketing and administrative costs of the Trustee during the Liquidation Period.

17. **Net Liquidation Proceeds Available for Distribution**
    Represents the net value available for distribution to the Debtors' Chapter 11 claims.

18. **Priority Tax Claims & Regulatory Fees**
    Represents unsecured claims related to estimated pre-petition property and franchise taxes and regulatory fees as of the Conversion Date.

19. **Debtor in Possession Secured Claims**
    Includes the estimated DIP balance outstanding as of the Conversion Date drawn by the Debtors under the DIP loan facility.

20. **Chapter 11 Administrative Claims**
    Represents the estimated total post-petition accounts payable and accrued administrative expenses as of the assumed Conversion Date incurred by the Chapter 11 cases. Excludes accrued and unpaid professional fees.

21. **First Lien Term Loans**
    Estimated balance outstanding under the Debtors' First Lien Term Loans (principal plus paid-in-kind interest) as of the Conversion Date.

22. **Second Lien Term Loans**
    Estimated balance outstanding under the Debtors' Second Lien Term Loans (principal plus paid-in-kind interest) as of the Conversion Date.

23. **General Unsecured Claims**
    Total estimated general unsecured claims include estimated outstanding balance under the (i) 2020 Notes of $233 million, (ii) 2021 Notes of $466 million, (iii) pre-petition accounts payable and accrued expenses of $3 million and (iv) unsecured litigation claims of $600 thousand.

Exhibit L

Financial Projections

Financial Projections

In connection with the Disclosure Statement, the Debtors' management team ("Management") prepared financial projections (the "Financial Projections") for the Reorganized Debtors for the fiscal years 2020 through 2024 (the "Projection Period"). The Financial Projections were prepared by Management and are based on a number of assumptions made by Management with respect to the future performance of the Reorganized Debtors' operations. ALTHOUGH MANAGEMENT HAS PREPARED THE FINANCIAL PROJECTIONS IN GOOD FAITH AND BELIEVES THE ASSUMPTIONS TO BE REASONABLE, THE REORGANIZED DEBTORS CAN PROVIDE NO ASSURANCE THAT SUCH ASSUMPTIONS, AS OF THE DATE PREPARED, WILL BE REALIZED. AS DESCRIBED IN DETAIL IN THE DISCLOSURE STATEMENT, A VARIETY OF RISK FACTORS COULD AFFECT THE REORGANIZED DEBTORS' FINANCIAL RESULTS AND MUST BE CONSIDERED. ACCORDINGLY, THE FINANCIAL PROJECTIONS SHOULD BE REVIEWED IN CONJUNCTION WITH A REVIEW OF THE RISK FACTORS SET FORTH IN THE DISCLOSURE STATEMENT AND THE ASSUMPTIONS DESCRIBED HEREIN, INCLUDING ALL RELEVANT QUALIFICATIONS AND FOOTNOTES.

The Debtors believe that the Plan meets the feasibility requirement set forth in section 1129(a)(11) of the Bankruptcy Code, as confirmation is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors or any successor under the Plan. In connection with the planning and development of a plan of reorganization and for the purposes of determining whether such plan would satisfy this feasibility standard, the Debtors analyzed their ability to satisfy their financial obligations while maintaining sufficient liquidity and capital resources.

THESE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH PUBLISHED GUIDELINES OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FOR PREPARATION AND PRESENTATION OF PROSPECTIVE FINANCIAL INFORMATION.

The Financial Projections contain certain forward-looking statements, all of which are based on various estimates and assumptions. Such forward-looking statements are subject to inherent uncertainties and to a wide variety of significant business, economic, and competitive risks, including those summarized herein. When used in the Financial Projections, the words "anticipate," "believe," "estimate," "will," "may," "intend," and "expect" and similar expressions generally identify forward-looking statements. Although the Debtors believe that their plans, intentions, and expectations reflected in the forward-looking statements are reasonable, they cannot be sure that they will be achieved. These statements are only predictions and are not guarantees of future performance or results. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated by a forward-looking statement. All forward-looking statements attributable to the Debtors or Persons or Entities acting on their behalf are expressly qualified in their entirety by the cautionary statements set forth herein. Forward-looking statements speak only as of the date on which they are made. Except as required by law, the Debtors expressly disclaim any obligation to update any forward-looking statement, whether as a result of new information, future events, or otherwise.

The Financial Projections should be read in conjunction with the assumptions, qualifications, and explanations set forth in the Disclosure Statement and the Plan in their entirety as well as the notes and assumptions set forth below.

- **Plan and Effective Date**: The Financial Projections assume as a matter of convenience that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated by approximately June 30, 2020 (the "Assumed Effective Date").

- **Projection Period:** The Financial Projections contained herein cover the period beginning January 1, 2020 through December 31, 2024 within the Company's fiscal calendar year periods 2020, 2021, 2022, 2023, and 2024.

- **Significant Operating Assumptions:**

    - **Revenue**: Revenue is forecast by individual operating vessel based on expected dayrates and utilization for existing contracts and expectations with respect to future spot activity for each vessel. For future spot activity, Management developed pricing and utilization assumptions based on historical levels as well as projected demand and market dynamics. The revenue forecast assumes continuation of the Government contracts and that both of the newbuild MPSVs will join the active fleet in the second half of 2022.

    - **Operating Expenses**: Forecasted operating expenses are based on a number of factors, such as direct operating costs per vessel, which is informed by Management's review of historical operating results, planned utilization levels and associated cost impact (based on current and expected future contracts), and an evaluation of opportunities to reduce costs. Management intends to strategically stack certain under-utilized vessels in order to further reduce operating costs.

    - **Selling, General and Administrative Expenses**: Selling, General and Administrative Expenses ("SG&A") are comprised primarily of expenses associated with the Debtors' corporate overhead. SG&A is based on current run rates, adjusted for cost reduction initiatives and expected annual inflation over the Projection Period.

    - **Capital Expenditures**: Projections for capital expenditures were prepared with consideration of the Debtors' current operating fleet and estimates for growth. Capital expenditure projections primarily relate to capital needed to maintain the Debtors' existing vessels in proper working condition and regulatory compliance, and to complete construction of the two newbuild MPSVs that are anticipated to be delivered in 2021 and 2022.

Hornbeck Offshore Services, Inc.

Unaudited Projected Consolidating Statement of Operations

$ in Millions

Period Ending	**FY 2020**	**FY 2021**	**FY 2022**	**FY 2023**	**FY 2024**
Revenues	$212.0	$177.2	$282.6	$387.7	$454.5
Operating Expenses	160.2	141.0	167.4	175.4	180.4
Gross Profit	**$51.8**	**$36.2**	**$115.3**	**$212.3**	**$274.1**
S,G&A[(1)]	57.8	47.5	50.0	55.0	60.0
Adjusted EBITDA	**($6.0)**	**($11.3)**	**$65.3**	**$157.3**	**$214.1**
Capital Expenditures	$18.0	$42.0	$75.0	$26.3	$36.6

1) Excludes restructuring costs.

Exhibit M

Valuation Analysis

Valuation Analysis

THE IMPUTED VALUATION INFORMATION CONTAINED HEREIN DOES NOT PURPORT TO BE OR CONSTITUTE (I) A RECOMMENDATION TO ANY HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS AS TO HOW TO VOTE ON, OR OTHERWISE ACT WTH RESPECT TO, THE PLAN, (II) AN OPINION AS TO THE FAIRNESS FROM A FINANCIAL POINT OF VIEW OF THE CONSIDERATION TO BE RECEIVED UNDER THE PLAN OR OF THE TERMS AND PROVISIONS OF THE PLAN OR OF ANY TRANSACTION OFFERED PURSUANT TO THE PLAN OR OTHERWISE DESCRIBED THEREIN, INCLUDING WITHOUT LIMITATION, THE OFFERING OF NEW SECURITIES DESCRIBED BELOW, OR (III) AN APPRAISAL OF THE ASSETS OF THE REORGANIZED DEBTORS. FURTHERMORE, THE INFORMATION HEREIN IS NOT A PREDICTION OR GUARANTEE OF THE ACTUAL MARKET VALUE THAT MAY BE REALIZED THROUGH A SALE OR LIQUIDATION OF THE REORGANIZED DEBTORS OR THROUGH THE SALE OF ANY SECURITIES TO BE ISSUED PURSUANT TO THE PLAN OR PURSUANT TO ANY OTHER SECURITIES OFFERING CONTEMPLATED HEREIN OR OF THE PRICES AT WHICH ANY SUCH SECURITIES MAY TRADE AFTER GIVING EFFECT TO THE TRANSACTIONS CONTEMPLATED BY THE PLAN. THE ACTUAL VALUE OF AN OPERATING BUSINESS SUCH AS THE REORGANIZED DEBTORS' IS SUBJECT TO UNCERTAINTIES AND CONTINGENCIES THAT ARE DIFFICULT TO PREDICT AND WILL FLUCTUATE WITH CHANGES IN VARIOUS FACTORS AFFECTING THE FINANCIAL CONDITIONS AND PROSPECTS OF SUCH A BUSINESS.

THIS INFORMATION IS PRESENTED SOLELY FOR THE PURPOSE OF PROVIDING "ADEQUATE INFORMATION" UNDER BANKRUPTCY CODE SECTION 1125 TO ENABLE HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS (AND, IF APPLICABLE, OTHER STAKEHOLDERS) ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT THE PLAN, AND, OTHER THAN WITH RESPECT TO THE FOREGOING, WAS NOT PREPARED FOR THE PURPOSE OF PROVIDING THE BASIS FOR AN INVESTMENT DECISION BY ANY HOLDER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY TRANSACTION OFFERED PURSUANT TO THE PLAN OR OTHERWISE DESCRIBED THEREIN (INCLUDING WITHOUT LIMITATION THE OFFERING OF NEW SECURITIES DESCRIBED BELOW), AND SHOULD NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING WITHOUT LIMITATION THE PURCHASE OR SALE OF CLAIMS AGAINST THE DEBTORS. THE IMPUTED VALUATION INFORMATION CONTAINED HEREIN SHOULD ALSO BE CONSIDERED IN CONJUNCTION WITH THE RISK FACTORS DESCRIBED IN ARTICLE IX OF THE DISCLOSURE STATEMENT AND THE FINANCIAL PROJECTIONS ATTACHED THERETO AS EXHIBIT J.

The Backstop Commitment Agreement executed by the Backstop Parties, sophisticated financial institutions that are familiar with the Debtors' operations and the oilfield services industry, is the culmination of extensive negotiations among the Debtors and such Backstop Parties during the weeks leading up to the Petition Date.

Among other things, in connection with the consummation of the Plan, the Plan contemplates the Debtors or the Reorganized Debtors raising an aggregate amount of $100 million of equity capital (through an equity rights offering) in exchange for issuing new equity to investors in an amount representing approximately 70% of the Reorganized Debtors' issued equity (subject to dilution from certain equity fees and a management incentive plan). Subject to the terms and conditions of the Backstop Commitment Agreement, such new equity issuance is fully backstopped by the Backstop Parties. Therefore, based on the foregoing agreement of the Backstop Parties under the Backstop Commitment Agreement, the value imputed thereunder to 100% of the Reorganized Debtors' issued equity is estimated to be approximately $143

million. Additionally, on the Effective Date, the Reorganized Debtors project net debt of approximately $217 million. Accordingly, this further implies an imputed total enterprise value of the Reorganized Debtors upon emergence of approximately $360 million.