

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 10-Q**

(Mark One)

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

For the quarterly period ended September 30, 2023 or

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

For the transition period from to

Commission file number 1-37966

**SEACOR Marine Holdings Inc.**

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of  
Incorporation or Organization)

47-2564547

(IRS Employer  
Identification No.)

12121 Wickchester Lane, Suite 500, Houston, TX

(Address of Principal Executive Offices)

77079

(Zip Code)

Registrant's Telephone Number, Including Area Code: (346) 980-1700

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.01 per share	SMHI	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

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

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company  Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The total number of shares of common stock, par value \$.01 per share ("Common Stock"), outstanding as of October 27, 2023 was 27,159,485. The registrant has no other class of common stock outstanding.

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**PART I—FINANCIAL INFORMATION**  
**ITEM 1. FINANCIAL STATEMENTS**

**SEACOR MARINE HOLDINGS INC.**  
**UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS**  
**(in thousands, except share data)**

	September 30, 2023	December 31, 2022
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 55,840	\$ 39,963
Restricted cash	2,796	3,082
Receivables:		
Trade, net of allowance for credit loss accounts of \$4,436 and \$1,650 as of September 30, 2023 and December 31, 2022, respectively	63,246	54,388
Other	8,924	7,638
Note receivable	—	15,000
Tax receivable	445	578
Inventories	1,738	2,123
Prepaid expenses and other	2,957	3,054
Assets held for sale	6,093	6,750
Total current assets	<u>142,039</u>	<u>132,576</u>
Property and Equipment:		
Historical cost	936,520	967,683
Accumulated depreciation	(318,549)	(310,778)
	<u>617,971</u>	<u>656,905</u>
Construction in progress	9,413	8,111
Net property and equipment	<u>627,384</u>	<u>665,016</u>
Right-of-use asset - operating leases	4,907	6,206
Right-of-use asset - finance leases	45	6,813
Investments, at equity, and advances to 50% or less owned companies	3,857	3,024
Other assets	2,095	1,995
Total assets	<u>\$ 780,327</u>	<u>\$ 815,630</u>
<b>LIABILITIES AND EQUITY</b>		
Current Liabilities:		
Current portion of operating lease liabilities	\$ 1,856	\$ 2,358
Current portion of finance lease liabilities	35	468
Current portion of long-term debt:		
Recourse	28,005	61,512
Accounts payable and accrued expenses	32,466	37,954
Due to SEACOR Holdings	264	264
Accrued wages and benefits	4,395	4,361
Accrued interest	3,947	2,305
Deferred revenue and unearned revenue	1,465	2,333
Accrued capital, repair, and maintenance expenditures	3,207	2,748
Accrued insurance deductibles and premiums	2,406	2,428
Accrued professional fees	988	1,114
Other current liabilities	4,932	3,580
Total current liabilities	<u>83,966</u>	<u>121,425</u>
Long-term operating lease liabilities	3,571	4,739
Long-term finance lease liabilities	15	6,781
Long-term Debt:		
Recourse	291,843	254,653
Non-recourse	—	5,466
Deferred income taxes	33,078	40,779
Deferred gains and other liabilities	2,217	2,641
Total liabilities	<u>414,690</u>	<u>436,484</u>
Equity:		
SEACOR Marine Holdings Inc. stockholders' equity:		
Common stock, \$.01 par value, 60,000,000 shares authorized; 27,640,483 and 26,950,799 shares issued as of September 30, 2023 and December 31, 2022, respectively	280	272
Additional paid-in capital	471,158	466,669
Accumulated deficit	(108,154)	(93,111)
Shares held in treasury of 480,998 and 248,638 as of September 30, 2023 and December 31, 2022, respectively, at cost	(4,221)	(1,852)
Accumulated other comprehensive income, net of tax	6,253	6,847
	<u>365,316</u>	<u>378,825</u>
Noncontrolling interests in subsidiaries	321	321
Total equity	<u>365,637</u>	<u>379,146</u>
Total liabilities and equity	<u>\$ 780,327</u>	<u>\$ 815,630</u>

The accompanying notes are an integral part of these condensed consolidated financial statements and should be read in conjunction herewith.

**SEACOR MARINE HOLDINGS INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF INCOME (LOSS)**  
**(in thousands, except share data)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Operating Revenues	\$ 75,574	\$ 59,791	\$ 202,438	\$ 159,399
Costs and Expenses:				
Operating	38,816	44,006	112,391	127,647
Administrative and general	12,300	9,978	37,636	30,112
Lease expense	651	1,168	2,069	3,236
Depreciation and amortization	13,462	13,754	40,799	42,333
	<u>65,229</u>	<u>68,906</u>	<u>192,895</u>	<u>203,328</u>
(Losses) Gains on Asset Dispositions and Impairments, Net	(512)	(1,783)	3,352	381
Operating Income (Loss)	<u>9,833</u>	<u>(10,898)</u>	<u>12,895</u>	<u>(43,548)</u>
Other Income (Expense):				
Interest income	340	(123)	1,222	96
Interest expense	(9,536)	(7,634)	(27,060)	(21,250)
Loss on debt extinguishment	(2,004)	—	(2,004)	—
Derivative gains, net	—	1	—	—
Foreign currency gains (losses), net	571	2,314	(857)	4,305
Other, net	—	659	—	618
	<u>(10,629)</u>	<u>(4,783)</u>	<u>(28,699)</u>	<u>(16,231)</u>
Loss Before Income Tax Expense and Equity in Earnings (Losses) of 50% or Less Owned Companies	(796)	(15,681)	(15,804)	(59,779)
Income Tax Expense	2,360	8,418	2,421	4,363
Loss Before Equity in Earnings (Losses) of 50% or Less Owned Companies	(3,156)	(24,099)	(18,225)	(64,142)
Equity in Earnings (Losses) of 50% or Less Owned Companies	2,273	(254)	3,182	5,835
Net Loss	(883)	(24,353)	(15,043)	(58,307)
Net (Loss) Income attributable to Noncontrolling Interests in Subsidiaries	—	(2)	—	1
Net Loss attributable to SEACOR Marine Holdings Inc.	<u>\$ (883)</u>	<u>\$ (24,351)</u>	<u>\$ (15,043)</u>	<u>\$ (58,308)</u>
Net Loss Per Share:				
Basic	\$ (0.03)	\$ (0.91)	\$ (0.56)	\$ (2.19)
Diluted	(0.03)	(0.91)	(0.56)	(2.19)
Weighted Average Common Stock and Warrants Outstanding:				
Basic	27,181,754	26,727,864	27,048,656	26,591,911
Diluted	27,181,754	26,727,864	27,048,656	26,591,911

The accompanying notes are an integral part of these condensed consolidated financial statements and should be read in conjunction herewith.

**SEACOR MARINE HOLDINGS INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**(in thousands)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net Loss	\$ (883)	\$ (24,353)	\$ (15,043)	\$ (58,307)
Other Comprehensive Loss:				
Foreign currency translation losses	(1,679)	(2,154)	(79)	(6,717)
Derivative gains on cash flow hedges	3	365	56	1,521
Reclassification of derivative (losses) gains on cash flow hedges to interest expense	(199)	112	(571)	749
Reclassification of derivative gains on cash flow hedges to equity in earnings of 50% or less owned companies	—	266	—	941
	(1,875)	(1,411)	(594)	(3,506)
Income Tax Expense	—	—	—	—
	(1,875)	(1,411)	(594)	(3,506)
Comprehensive Loss	(2,758)	(25,764)	(15,637)	(61,813)
Comprehensive (Loss) Income Attributable to Noncontrolling Interests in Subsidiaries	—	(2)	—	1
Comprehensive Loss Attributable to SEACOR Marine Holdings Inc.	\$ (2,758)	\$ (25,762)	\$ (15,637)	\$ (61,814)

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**SEACOR MARINE HOLDINGS INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
**(in thousands, except share data)**

	Shares of Common Stock Outstanding	Common Stock	Additional Paid-In Capital	Shares Held in Treasury	Treasury Stock	Accumulate d Deficit	Accumulate d Other Comprehens ive Income	Non- Controlling Interests In Subsidiaries	Total Equity
<b>For the Nine Months Ended September 30, 2023</b>									
<b>December 31, 2022</b>	26,702,161	\$ 272	\$ 466,669	248,638	\$ (1,852)	\$ (93,111)	\$ 6,847	\$ 321	\$ 379,146
Restricted stock grants	525,397	6	—	—	—	—	—	—	6
Amortization of share awards	—	—	4,483	—	—	—	—	—	4,483
Exercise of options	834	—	6	—	—	—	—	—	6
Exercise of warrants	117,394	1	—	121	(1)	—	—	—	—
Restricted stock vesting	(232,239)	—	—	232,239	(2,368)	—	—	—	(2,368)
Director share awards	60,938	1	—	—	—	—	—	—	1
Forfeiture of employee share awards	(15,000)	—	—	—	—	—	—	—	—
Net loss	—	—	—	—	—	(15,043)	—	—	(15,043)
Other comprehensive loss	—	—	—	—	—	—	(594)	—	(594)
<b>September 30, 2023</b>	<u>27,159,485</u>	<u>\$ 280</u>	<u>\$ 471,158</u>	<u>480,998</u>	<u>\$ (4,221)</u>	<u>\$ (108,154)</u>	<u>\$ 6,253</u>	<u>\$ 321</u>	<u>\$ 365,637</u>
<b>For the Three Months Ended September 30, 2023</b>									
<b>June 30, 2023</b>	27,159,485	\$ 280	\$ 469,618	480,998	\$ (4,221)	\$ (107,271)	\$ 8,128	\$ 321	\$ 366,855
Amortization of share awards	—	—	1,540	—	—	—	—	—	1,540
Net loss	—	—	—	—	—	(883)	—	—	(883)
Other comprehensive loss	—	—	—	—	—	—	(1,875)	—	(1,875)
<b>September 30, 2023</b>	<u>27,159,485</u>	<u>\$ 280</u>	<u>\$ 471,158</u>	<u>480,998</u>	<u>\$ (4,221)</u>	<u>\$ (108,154)</u>	<u>\$ 6,253</u>	<u>\$ 321</u>	<u>\$ 365,637</u>

The accompanying notes are an integral part of these condensed consolidated financial statements and should be read in conjunction herewith.

	Shares of Common Stock Outstanding	Common Stock	Additional Paid-In Capital	Shares Held in Treasury	Treasury Stock	Accumulated Deficit	Accumulated Other Comprehens ive Income	Non- Controlling Interests In Subsidiaries	Total Equity
<b>For the Nine Months Ended September 30, 2022</b>									
<b>December 31, 2021</b>	25,992,237	\$ 262	\$ 461,931	127,887	\$ (1,120)	\$ (22,907)	\$ 8,055	\$ 320	\$ 446,541
Restricted stock grants	738,896	9	—	—	—	—	—	—	9
Amortization of share awards	—	—	3,367	—	—	—	—	—	3,367
Exercise of options	34,492	—	151	—	—	—	—	—	151
Restricted stock vesting	(114,251)	—	—	114,251	(672)	—	—	—	(672)
Director share awards	60,787	1	—	—	—	—	—	—	1
Director restricted stock vesting	(6,500)	—	—	6,500	(60)	—	—	—	(60)
Forfeiture of employee share awards	(3,500)	—	—	—	—	—	—	—	—
Net loss	—	—	—	—	—	(58,308)	—	1	(58,307)
Other comprehensive loss	—	—	—	—	—	1,446	(3,506)	—	(2,060)
<b>September 30, 2022</b>	<u>26,702,161</u>	<u>\$ 272</u>	<u>\$ 465,449</u>	<u>248,638</u>	<u>\$ (1,852)</u>	<u>\$ (79,769)</u>	<u>\$ 4,549</u>	<u>\$ 321</u>	<u>\$ 388,970</u>
<b>For the Three Months Ended September 30, 2022</b>									
<b>June 30, 2022</b>	26,705,661	\$ 272	\$ 464,222	248,638	\$ (1,852)	\$ (55,418)	\$ 5,960	\$ 323	\$ 413,507
Amortization of share awards	—	—	1,227	—	—	—	—	—	1,227
Forfeiture of employee share awards	(3,500)	—	—	—	—	—	—	—	—
Net loss	—	—	—	—	—	(24,351)	—	(2)	(24,353)
Other comprehensive loss	—	—	—	—	—	—	(1,411)	—	(1,411)
<b>September 30, 2022</b>	<u>26,702,161</u>	<u>\$ 272</u>	<u>\$ 465,449</u>	<u>248,638</u>	<u>\$ (1,852)</u>	<u>\$ (79,769)</u>	<u>\$ 4,549</u>	<u>\$ 321</u>	<u>\$ 388,970</u>

The accompanying notes are an integral part of these condensed consolidated financial statements and should be read in conjunction herewith.

**SEACOR MARINE HOLDINGS INC.**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	Nine Months Ended September 30,	
	2023	2022
<b>Cash Flows from Operating Activities:</b>		
Net Loss	\$ (15,043)	\$ (58,307)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	40,799	42,333
Deferred financing costs amortization	1,300	1,005
Stock-based compensation expense	4,490	3,377
Debt discount amortization	4,899	5,244
Allowance for credit losses	3,253	477
Gain from equipment sales, retirements or impairments	(3,352)	(381)
Loss on debt extinguishment	177	—
Interest on finance leases	201	171
Settlements on derivative transactions, net	577	(782)
Currency losses (gains)	857	(4,305)
Deferred income taxes	(7,701)	(860)
Equity earnings	(3,182)	(5,835)
Dividends received from equity investees	2,075	2,983
Changes in Operating Assets and Liabilities:		
Accounts receivables	(13,743)	(2,955)
Other assets	1,555	(737)
Accounts payable and accrued liabilities	(6,732)	6,732
Net cash provided by (used in) operating activities	<u>10,430</u>	<u>(11,840)</u>
<b>Cash Flows from Investing Activities:</b>		
Purchases of property and equipment	(6,960)	(277)
Proceeds from disposition of property and equipment	8,038	6,681
Principal payments on notes due from equity investees	—	528
Proceeds from sale of investment in equity investees	—	66,000
Notes due from others	—	(28,831)
Principal payments on notes due from others	15,000	8,831
Net cash provided by investing activities	<u>16,078</u>	<u>52,932</u>
<b>Cash Flows from Financing Activities:</b>		
Payments on long-term debt	(22,992)	(30,682)
Payments on debt extinguishment	(131,604)	—
Payments on debt extinguishment cost	(1,827)	—
Proceeds from issuance of long-term debt, net of issuance costs	148,388	—
Payments on finance leases	(522)	(237)
Proceeds from exercise of stock options	6	151
Tax withholdings on restricted stock vesting and director share awards	(2,368)	(732)
Net cash used in financing activities	<u>(10,919)</u>	<u>(31,500)</u>
Effects of Exchange Rate Changes on Cash and Cash Equivalents	<u>2</u>	<u>(2)</u>
Net Change in Cash, Restricted Cash and Cash Equivalents	15,591	9,590
Cash, Restricted Cash and Cash Equivalents, Beginning of Period	43,045	41,220
Cash, Restricted Cash and Cash Equivalents, End of Period	<u>\$ 58,636</u>	<u>\$ 50,810</u>
<b>Supplemental disclosures:</b>		
Cash paid for interest, excluding capitalized interest	\$ 21,045	\$ 14,286
Income taxes paid (refunded), net	1,730	(886)
<b>Noncash Investing and Financing Activities:</b>		
Increase in capital expenditures in accounts payable and accrued liabilities	826	—
Exchange of property and equipment	—	(8,918)
Recognition of a new right-of-use asset - operating leases	348	163
Recognition of a new right-of-use asset - financing leases	—	7,248

The accompanying notes are an integral part of these condensed consolidated financial statements and should be read in conjunction herewith.

**SEACOR MARINE HOLDINGS INC.**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

**1. BASIS OF PRESENTATION AND ACCOUNTING POLICIES**

The condensed consolidated financial statements include the accounts of SEACOR Marine Holdings Inc. and its consolidated subsidiaries (the “Company”). In the opinion of management, all adjustments (consisting of normal recurring adjustments) have been made to fairly present the unaudited condensed consolidated financial statements for the periods indicated. Results of operations for the interim periods presented are not necessarily indicative of operating results for the full year or any future periods.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) have been condensed or omitted. These condensed consolidated financial statements should be read in conjunction with the Company’s financial statements and related notes thereto included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022 (the “2022 Annual Report”).

Unless the context otherwise indicates, any reference in this Quarterly Report on Form 10-Q to the “Company” refers to SEACOR Marine Holdings Inc. and its consolidated subsidiaries, and any reference in this Quarterly Report on Form 10-Q to “SEACOR Marine” refers to SEACOR Marine Holdings Inc. without its consolidated subsidiaries.

**Recently Adopted Accounting Standards.**

On October 29, 2020, the FASB issued ASU 2020-10, Codification Improvements: Amendments that improve the consistency of the Codification by including all disclosure guidance in the appropriate disclosure section. The guidance was effective for annual periods beginning after December 15, 2020, and interim periods within the annual periods beginning after December 15, 2022. The adoption of the standard did not have a material effect on the disclosures included herein.

**Critical Accounting Policies.**

**Basis of Consolidation.** The consolidated financial statements include the accounts of SEACOR Marine and its controlled subsidiaries. Control is generally deemed to exist if the Company has greater than 50% of the voting rights of a subsidiary. All significant intercompany accounts and transactions are eliminated in the combination and consolidation.

Noncontrolling interests in consolidated subsidiaries are included in the consolidated balance sheets as a separate component of equity. The Company reports consolidated net income (loss) inclusive of both the Company’s and the noncontrolling interests’ share, as well as the amounts of consolidated net income (loss) attributable to each of the Company and the noncontrolling interests. If a subsidiary is deconsolidated upon a change in control, any retained noncontrolling equity investment in the former controlled subsidiary is measured at fair value and a gain or loss is recognized in net income (loss) based on such fair value. If a subsidiary is consolidated upon the business acquisition of controlling interests by the Company, any previous noncontrolled equity investment in the subsidiary is measured at fair value and a gain or loss is recognized in net income (loss) based on such fair value.

The Company employs the equity method of accounting for investments in 50% or less owned companies that it does not control but has the ability to exercise significant influence over the operating and financial policies of the business venture. Significant influence is generally deemed to exist if the Company has between 20% and 50% of the voting rights of a business venture but may exist when the Company’s ownership percentage is less than 20%. In certain circumstances, the Company may have an economic interest in excess of 50% but may not control and consolidate the business venture. Conversely, the Company may have an economic interest less than

50% but may control and consolidate the business venture. The Company reports its investments in and advances to these business ventures in the accompanying consolidated balance sheets as investments, at equity, and advances to 50% or less owned companies. The Company reports its share of earnings from investments in 50% or less owned companies in the accompanying consolidated statements of income (loss) as equity in earnings of 50% or less owned companies, net of tax.

Certain reclassifications were made to previously reported amounts in the consolidated financial statements and notes thereto to make them consistent with the current period presentation.

**Use of Estimates.** The preparation of financial statements in conformity with accounting principles generally accepted in the United States (“U.S.”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Such estimates include those related to deferred revenues, allowance for credit loss accounts, useful lives of property and equipment, impairments, income tax provisions and certain accrued liabilities. Actual results could differ from estimates and those differences may be material.

**Revenue Recognition.** Revenue is recognized when (or as) the Company transfers promised goods or services to its customers in amounts that reflect the consideration to which the Company expects to be entitled to in exchange for those goods or services, which occurs when (or as) the Company satisfies its contractual obligations and transfers over control of the promised goods or services to its customers. The Company recognizes revenue, net of sales taxes, based on its estimates of the consideration the Company expects to receive. Costs to obtain or fulfill a contract are expensed as incurred.

The Company earns revenue primarily from the time charter and bareboat charter of vessels to customers. Since the Company charges customers based upon daily rates of hire, vessel revenues are recognized on a daily basis throughout the contract period. Under a time charter, the Company provides a vessel to a customer and is responsible for all operating expenses, typically excluding fuel. Under a bareboat charter, the Company provides a vessel to a customer and the customer assumes responsibility for all operating expenses and assumes all risks of operation. In the U.S. Gulf of Mexico, time charter durations and rates are typically established in the context of master service agreements that govern the terms and conditions of the charter.

In the Company’s operating areas, contract or charters vary in length from several days to multi-year periods. Many of the Company’s contracts and charters include cancellation clauses without early termination penalties. As a result of options and frequent renewals, the stated duration of charters may not correlate with the length of time the vessel is contracted for to provide services to a particular customer.

The Company contracts with various customers to carry out management services for vessels as agents for and on behalf of ship owners. These services include crew management, technical management, commercial management, insurance arrangements, sale and purchase of vessels, provisions and bunkering. As the manager of the vessels, the Company undertakes to use its best endeavors to provide the agreed management services as agents for and on behalf of the owners in accordance with sound ship management practice and to protect and promote the interest of the owners in all matters relating to the provision of services thereunder. The Company also contracts with various customers to carry out management services regarding engineering for vessel construction and vessel conversions. The vast majority of the ship management agreements span one to three years and are typically billed on a monthly basis. The Company transfers control of the service to the customer and satisfies its performance obligation over the term of the contract, and therefore recognizes revenue over the term of the contract while related costs are expensed as incurred.

Revenue that does not meet these criteria is deferred until the criteria is met and is considered a contract liability and is recognized as such. Contract liabilities, which are included in deferred revenue and unearned revenue in the accompanying consolidated balance sheets, as of September 30, 2023 and December 31, 2022 were as follows (in thousands):

	2023	2022
Balance at beginning of period	\$ 2,333	\$ 1,606
Revenues deferred during the period	6,075	4,288
Revenues recognized during the period	(6,943)	(3,561)
Balance at end of period	\$ 1,465	\$ 2,333

As of September 30, 2023, the Company had \$1.5 million of unearned revenue primarily related to mobilization of vessels.

**Cash and Cash Equivalents.** The Company considers all highly liquid investments, with an original maturity of three months or less from the date purchased, to be cash equivalents.

**Restricted Cash.** Restricted cash primarily relates to banking facility requirements.

**Trade and Other Receivables.** Customers are primarily major integrated national, international oil companies, large independent oil and natural gas exploration and production companies and established wind farm construction companies. Customers are granted credit on a short-term basis and the related credit risks are minimal. Other receivables consist primarily of operating expenses the Company incurs in relation to vessels it manages for other entities, as well as insurance and income tax receivables, but excludes our short-term note receivable. The Company routinely reviews its receivables and makes provisions for the credit losses utilizing the Current Expected Credit Losses model (“CECL”). The CECL model utilizes a lifetime expected credit loss measurement objective for the recognition of credit losses for loans and other receivables at the time the financial asset is originated or acquired. However, those provisions are estimates and actual results may materially differ from those estimates. Trade receivables are deemed uncollectible and are removed from accounts receivable and the allowance for credit losses when collection efforts have been exhausted.

**Property and Equipment.** Equipment, stated at cost, is depreciated using the straight-line method over the estimated useful life of the asset to an estimated salvage value. With respect to each class of asset, the estimated useful life is based upon a newly built asset being placed into service and represents the time period beyond which it is typically not justifiable for the Company to continue to operate the asset in the same or similar manner. From time to time, the Company may acquire older vessels that have already exceeded the Company’s useful life policy, in which case the Company depreciates such assets based on its best estimate of remaining useful life, typically the next survey or certification date. As of September 30, 2023, the estimated useful life of the Company’s new offshore support vessels was 20 years.

Equipment maintenance and repair costs and the costs of routine overhauls, drydockings and inspections performed on vessels and equipment are charged to operating expense as incurred. Expenditures that extend the useful life or improve the marketing and commercial characteristics of equipment as well as major renewals and improvements to other properties are capitalized.

Certain interest costs incurred during the construction of equipment are capitalized as part of the assets’ carrying values and are amortized over such assets’ estimated useful lives. There was no capitalized interest recognized during the nine months ended September 30, 2023 and 2022.

**Assets Held for Sale.** As of September 30, 2023, a liftboat previously included in the United States, primarily Gulf of Mexico segment, with a carrying value of \$5.6 million and a AHTS previously included in the

Africa and Europe segment, with a carrying value of \$0.5 million, were classified as assets held for sale as the Company expects to sell the vessels within one year.

**Impairment of Long-Lived Assets.** The Company performs an impairment analysis of long-lived assets used in operations when indicators of impairment are present. These indicators may include a significant decrease in the market price of a long-lived asset or asset group, a significant adverse change in the extent or manner in which a long-lived asset or asset group is being used or in its physical condition, or a current period operating or cash flow loss combined with a history of operating or cash flow losses or a forecast that demonstrates continuing losses associated with the use of a long-lived asset or asset group. If the carrying values of the assets are not recoverable, as determined by their estimated future undiscounted cash flows, the estimated fair value of the assets or asset groups are compared to their current carrying values and impairment charges are recorded if the carrying value exceeds fair value.

For the nine months ended September 30, 2023, the Company recorded impairment charges of \$0.3 million for one leased-in anchor handling towing supply vessel (“AHTS”) to adjust for indicative future cash flows. There were no impairments of other owned or leased-in vessels. For the nine months ended September 30, 2022, the Company recorded impairment charges of \$3.4 million. The Company recorded impairment charges of \$0.9 million for one fast support vessel (“FSV”) classified as held for sale during the first quarter of 2022 and sold during the second quarter of 2022. In addition, in the third quarter of 2022, the Company recorded impairment charges of \$1.2 million for one leased-in AHTS as it was not expected to return to active service during its remaining lease term. Additionally, the Company recorded impairment charges of \$1.3 million for other equipment, classified as assets held for sale during the third quarter of 2022, which was subsequently sold in the first quarter of 2023. The impairment charges for the assets held for sale are included in (losses) gains on asset dispositions and impairments in the accompanying consolidated statements of income (loss). Estimated fair values for the Company owned vessels were established by independent appraisers based on researched market information, replacement cost information and other data.

For vessel classes and individual vessels with indicators of impairment as of September 30, 2023, the Company estimated that their future undiscounted cash flows exceeded their current carrying values. However, the Company’s estimates of future undiscounted cash flows are highly subjective as utilization and rates per day worked are uncertain, especially in light of the continued volatility in commodity prices as well as the timing and cost of reactivating cold-stacked vessels. If market conditions decline, changes in the Company’s expectations on future cash flows may result in recognizing additional impairment charges related to its long-lived assets in future periods. For any vessel or vessel class that has indicators of impairment and is deemed not recoverable through future operations, the Company determines the fair value of the vessel or vessel class. If the fair value determination is less than the carrying value of the vessel or vessel class, an impairment is recognized to reduce the carrying value to fair value. Fair value determination is primarily accomplished by obtaining independent valuations of vessel or vessel classes from qualified third-party appraisers.

**Impairment of 50% or Less Owned Companies.** Investments in 50% or less owned companies are reviewed periodically to assess whether there is an other-than-temporary decline in the carrying value of the investment. In its evaluation, the Company considers, among other items, recent and expected financial performance and returns, impairments recorded by the investee and the capital structure of the investee. When the Company determines the estimated fair value of an investment is below carrying value and the decline is other-than-temporary, the investment is written down to its estimated fair value. Actual results may vary from the Company’s estimates due to the uncertainty regarding projected financial performance, the severity and expected duration of declines in value and the available liquidity in the capital markets to support the continuing operations of the investee, among other factors. Although the Company believes its assumptions and estimates are reasonable, the investee’s actual performance compared with the estimates could produce different results and

lead to additional impairment charges in future periods. During the nine months ended September 30, 2023 and 2022, the Company did not recognize any impairment charges related to its 50% or less owned companies.

**Income Taxes.** During the nine months ended September 30, 2023, the Company's effective income tax rate of 15.32% was primarily due to foreign taxes paid that are not creditable against U.S. income taxes.

**Accumulated Other Comprehensive Income (Loss).** The components of accumulated other comprehensive income were as follows (in thousands):

	SEACOR Marine Holdings Inc. Stockholders' Equity		
	Foreign Currency Translation Adjustments	Derivative Gains (Losses) on Cash Flow Hedges, net	Total Other Comprehensive Income
December 31, 2022	\$ 6,332	\$ 515	\$ 6,847
Other comprehensive loss	(79)	(515)	(594)
Balance as of September 30, 2023	\$ 6,253	\$ —	\$ 6,253

**Earnings (Loss) Per Share.** Basic earnings/loss per share of Common Stock of the Company is computed based on the weighted average number of shares of Common Stock and warrants to purchase Common Stock at an exercise price of \$0.01 per share ("Warrants") issued and outstanding during the relevant periods. The Warrants are included in the basic earnings/loss per share of Common Stock because the shares issuable upon exercise of the Warrants are issuable for de minimis cash consideration and therefore not anti-dilutive. Diluted earnings/loss per share of Common Stock is computed based on the weighted average number of shares of Common Stock and Warrants issued and outstanding plus the effect of other potentially dilutive securities through the application of the treasury stock method and the if-converted method that assumes all shares of Common Stock have been issued and outstanding during the relevant periods pursuant to the conversion of the Old Convertible Notes and the New Convertible Notes unless anti-dilutive.

For the three and nine months ended September 30, 2023, diluted loss per share of Common Stock excluded 2,978,724 shares of Common Stock issuable upon conversion of the New Convertible Notes as the effect of their inclusion in the computation would be anti-dilutive.

For the three and nine months ended September 30, 2022, diluted loss per share of Common Stock excluded 2,907,500 shares of Common Stock issuable upon conversion of the Old Convertible Notes as the effect of their inclusion in the computation would be anti-dilutive.

In addition, for the three and nine months ended September 30, 2023 and 2022 diluted loss per share of Common Stock excluded 1,642,084 and 1,645,207 shares of restricted stock, respectively, and 1,026,031 and 1,026,865 shares of Common Stock, respectively, issuable upon exercise of outstanding stock options, as the effect of their inclusion in the computation would be anti-dilutive.

## 2. NOTE RECEIVABLE

In connection with the closing of the framework agreement transactions (the “Framework Agreement Transactions”), on September 29, 2022, SEACOR Marine Capital Inc., a wholly-owned subsidiary of SEACOR Marine (“SEACOR Marine Capital”) purchased all of the outstanding loans under the MexMar Original Facility Agreement for an aggregate amount of \$28.8 million, representing par value of the loan using proceeds received from the Framework Agreement Transactions. On the same date, the MexMar Original Facility Agreement was amended and restated in the MexMar Third A&R Facility Agreement pursuant to which, among other things, Mantenimiento Express Marítimo, S.A.P.I. de C.V. (“MexMar”) repaid approximately \$8.8 million of the outstanding loan amount and agreed to repay the \$20.0 million of the loan that remained outstanding by September 30, 2023 through four quarterly installments of \$5.0 million. As of September 30, 2023, the loan balance due from MexMar was repaid in full.

## 3. EQUIPMENT ACQUISITIONS AND DISPOSITIONS

During the nine months ended September 30, 2023, capital expenditures were \$7.0 million. Equipment deliveries during the nine months ended September 30, 2023 include one FSV. During the nine months ended September 30, 2023, the Company sold three liftboats, one specialty vessel, previously removed from service, and other equipment, previously classified as held for sale, as well as other equipment not previously classified as such, for net cash proceeds of \$8.0 million, after transaction costs, and a gain of \$2.7 million. During the nine months ended September 30, 2022, the Company sold one FSV, one liftboat, previously removed from service, office space, and other equipment for net cash proceeds of \$6.7 million, after transaction costs, and a gain of \$2.2 million, which included impairment charges of \$0.9 million for the FSV classified as held for sale during the first quarter of 2022 and sold during the second quarter of 2022.

## 4. INVESTMENTS, AT EQUITY AND ADVANCES TO 50% OR LESS OWNED COMPANIES

Investments, at equity, and advances to 50% or less owned companies as of September 30, 2023 and December 31, 2022 were as follows (in thousands):

	Ownership	2023	2022
Seabulk Angola	49.0 %	1,986	1,683
SEACOR Arabia	45.0 %	1,803	1,265
Other	20.0% - 50.0%	68	76
		<u>\$ 3,857</u>	<u>\$ 3,024</u>

## 5. LONG-TERM DEBT

The Company's long-term debt obligations as of September 30, 2023 and December 31, 2022 were as follows (in thousands):

	<u>September 30, 2023</u>	<u>December 31, 2022</u>
<i>Recourse long-term debt<sup>(1)</sup>:</i>		
Guaranteed Notes	\$ 90,000	\$ 90,000
New Convertible Notes	35,000	35,000
2023 SEACOR Marine Foreign Holdings Credit Facility <sup>(2)</sup>	122,000	—
2018 SEACOR Marine Foreign Holdings Credit Facility <sup>(2)</sup>	—	67,910
Sea-Cat Crewzer III Term Loan Facility	14,227	16,703
SEACOR Offshore Delta (f/k/a SEACOSCO) Acquisition Debt <sup>(2)</sup>	—	16,205
SEACOR Delta (f/k/a SEACOSCO) Shipyard Financing	70,869	77,537
SEACOR Alpine Credit Facility <sup>(3)</sup>	27,100	—
SEACOR Alpine Shipyard Financing <sup>(3)</sup>	—	27,790
SEACOR 88/888 Term Loan <sup>(2)</sup>	—	5,500
Tarahumara Shipyard Financing <sup>(2)</sup>	—	5,597
SEACOR Offshore OSV <sup>(2)</sup>	—	16,052
<b>Total recourse long-term debt</b>	<b>359,196</b>	<b>358,294</b>
<i>Non-recourse long-term debt<sup>(3)</sup>:</i>		
SEACOR 88/888 Term Loan <sup>(2)</sup>	—	5,500
<b>Total non-recourse long-term debt</b>	<b>—</b>	<b>5,500</b>
<b>Total principal due for long-term debt</b>	<b>359,196</b>	<b>363,794</b>
Current portion due within one year	(28,005)	(61,512)
Unamortized debt discount	(34,747)	(37,511)
Deferred financing costs	(4,601)	(4,652)
<b>Long-term debt, less current portion</b>	<b>\$ 291,843</b>	<b>\$ 260,119</b>

<sup>(1)</sup> Recourse debt represents debt issued by SEACOR Marine and/or its subsidiaries and guaranteed by SEACOR Marine or one of its operating subsidiaries as provided in the relevant debt agreements.

<sup>(2)</sup> Proceeds from the 2023 SEACOR Marine Foreign Holdings Credit Facility, dated September 8, 2023, were used to satisfy in full the 2018 SEACOR Marine Foreign Holdings Credit Facility, the SEACOR Offshore Delta (f/k/a SEACOSCO) Acquisition Debt, the SEACOR 88/888 Term Loan, the Tarahumara Shipyard Financing and the SEACOR Offshore OSV debt. See details below.

<sup>(3)</sup> Proceeds from the SEACOR Alpine Credit Facility, dated June 16, 2023, were used to satisfy in full the SEACOR Alpine Shipyard Financing. See details below.

<sup>(4)</sup> Non-recourse debt represents debt issued by one of the Company's consolidated subsidiaries with no recourse to SEACOR Marine or its other non-debtor operating subsidiaries with respect to the applicable instrument, other than certain limited support obligations as provided in the respective debt agreements, which in aggregate are not considered to be material to the Company's business and financial condition.

As of September 30, 2023, the Company was in compliance with all debt covenants and lender requirements.

**2023 SEACOR Marine Foreign Holdings Credit Facility.** On September 8, 2023, SEACOR Marine, as parent guarantor, SEACOR Marine Foreign Holdings Inc. ("SMFH"), as borrower, and certain other wholly-owned subsidiaries of SEACOR Marine, as subsidiary guarantors, entered into a credit agreement providing for a \$122.0 million senior secured term loan (the "2023 SEACOR Marine Foreign Holdings Credit Facility" and such agreement, the "2023 SMFH Credit Agreement") with certain affiliates of EnTrust Global, as lenders, Kroll Agency Services, Limited, as facility agent, and Kroll Trustee Services Limited, as security trustee.

The proceeds of the 2023 SEACOR Marine Foreign Holdings Credit Facility were used to:

(x) refinance approximately \$104.8 million of existing principal indebtedness comprised of: (a) \$61.1 million incurred under that certain credit agreement originally dated September 26, 2018 with SMFH, as borrower (the "2018 SEACOR Marine Foreign Holdings Credit Facility"), (b) \$11.0 million incurred under that certain credit agreement originally dated July 5, 2018 with SEACOR 88 LLC and SEACOR 888 LLC, as borrowers (the "SEACOR 88/888 Term Loan"), (c) \$15.1 million incurred under that certain second amended and restated credit agreement originally dated December 31, 2021 with SEACOR Brave LLC, SEACOR Chief LLC, SEACOR Fearless LLC, SEACOR Courageous LLC and SEACOR Resolute LLC, as borrowers ("SEACOR Offshore OSV Credit Facility"), (d) \$13.7 million incurred under that certain financing related to the

sale and purchase agreement dated May 31, 2020 with respect to the acquisition of 50% membership interest in SEACOR Offshore Delta LLC (formerly known as SEACOSCO Offshore LLC) (“SEACOR Offshore Delta (f/k/a SEACOSCO) Acquisition Debt”), and (e) \$3.9 million incurred under that certain loan agreement dated February 25, 2021 with SEACOR Marine LLC as borrower, with respect to the acquisition of the SEACOR Tarahumara, a 2021 build 221’ platform support vessel (“Tarahumara Shipyard Financing”), which payoff amount reflects a 7% discount to book value,

(y) acquire 100% ownership of the Amy Clemons McCall, a 2014 build fast support vessel, previously operated under lease and now pledged as collateral under the 2023 SEACOR Marine Foreign Holdings Credit Facility, and

(z) satisfy accrued and unpaid interest, fees, and general corporate purposes. The funds available under the 2023 SEACOR Marine Foreign Holdings Credit Facility were fully drawn on September 14, 2023.

The 2023 SEACOR Marine Foreign Holdings Credit Facility matures on September 14, 2028, with quarterly amortization of 2.5% of the initial loan advanced thereunder, with the remaining outstanding principal amount due on the maturity date. The 2023 SEACOR Marine Foreign Holdings Credit Facility bears interest at a fixed rate of 11.75% per annum.

The loan may be prepaid at any time in amounts of \$1,000,000 or greater, subject to: (a) prior to the 12-month anniversary of funding, a premium equal to the remaining unpaid interest due over the first 15 months of the loan, and (b) after the 12-month anniversary of funding and prior to the 30-month anniversary of funding, a decreasing premium ranging from 3.00% to 1.00% of the amount prepaid.

The 2023 SEACOR Marine Foreign Holdings Credit Facility contains customary covenants for financings of this type including financial maintenance and restrictive covenants, such as the aggregate collateral vessel value to the sum of the outstanding principal amounts of the loans. The 2023 SEACOR Marine Foreign Holdings Credit Facility restricts the payment of dividends and distributions and the ability of the borrower and subsidiary guarantors to make certain investments, subject to important exceptions. In addition, the 2023 SEACOR Marine Foreign Holdings Credit Facility includes customary events of default.

SEACOR Marine issued a guaranty with respect to the obligations of the Borrower under the 2023 SMFH Credit Agreement and related documents (the “2023 SMFH Credit Facility Guaranty”). The 2023 SMFH Credit Facility Guaranty includes, among other customary covenants, various financial covenants, including (A) minimum Cash and Cash Equivalents (as defined in the 2023 SMFH Credit Agreement) of the higher of \$20.0 million and 7.5% of Net Interest-Bearing Debt (as defined in the 2023 SMFH Credit Agreement), (B) minimum Equity Ratio (as defined in the 2023 SMFH Credit Agreement) of 35%, and (C) maximum Debt-to-Capitalization Ratio (as defined in the 2023 SMFH Credit Agreement) of 65%. The 2023 SMFH Credit Facility Guaranty also restricts the payment of dividends and distributions and includes certain restrictions on the prepayment of unsecured indebtedness.

During the three months ended September 30, 2023, the Company expensed of \$1.8 million of payments for early terminations fees and \$0.2 million of unamortized debt issuance costs related to the debt extinguishment.

### ***SEACOR Alpine Credit Facility.***

On June 16, 2023, SEACOR Alps LLC (“SEACOR Alps”), SEACOR Andes LLC (“SEACOR Andes”), and SEACOR Atlas LLC (“SEACOR Atlas” and, together with SEACOR Alps and SEACOR Andes, the “SEACOR Alpine Borrowers”), each a wholly-owned subsidiary of SEACOR Marine, as borrowers, entered into a \$28.0 million senior secured term loan facility, by and among the SEACOR Alpine Borrowers, SEACOR Marine, as a guarantor, SEACOR Marine Alpine LLC (“SM Alpine”), and Mountain Supply LLC, an affiliate of Hudson Structured Capital Management, as lender, facility agent and security trustee (the “SEACOR Alpine Credit Facility”). The proceeds of the SEACOR Alpine Credit Facility were made available to the SEACOR Alpine Borrowers in three tranches and were used to satisfy in full amounts outstanding under certain shipyard financing provided by COSCO Shipping Heavy Industry (Zhoushan) Co. in connection with the newbuild delivery of three Marshall Islands flagged platform supply vessels to the SEACOR Alpine Borrowers during 2019 and 2020. The funds available under the SEACOR Alpine Credit Facility were fully drawn on June 27, 2023.

The SEACOR Alpine Credit Facility matures on June 27, 2028 (the “SEACOR Alpine Maturity Date”). The principal amount of each of the three tranches of the SEACOR Alpine Credit Facility is to be repaid in monthly installments of (i) \$100,000 for the first eight (8) installments, (ii) \$140,000 for the following twenty-four (24) installments, and (iii) \$100,000 for each installment thereafter until the SEACOR Alpine Maturity Date. The SEACOR Alpine Credit Facility bears interest at a fixed rate of 10.25% per annum. The loan may be prepaid at any time in amounts of \$500,000 or greater, subject to the payment of prepayment interest in respect of the loan or tranche (or portions thereof) being prepaid as follows: (A) if such prepayment is made prior to the first anniversary of the drawdown date, an amount equal to the greater of (x) the amount of unpaid interest which would have accrued until the first anniversary of the drawdown date and (y) 1.5% of the principal amount of the loan being prepaid, (B) if such prepayment is made on or after the first anniversary of the drawdown date but prior to the third anniversary of the drawdown date, 1.0% of the principal amount of the loan being prepaid, and (C) if such prepayment is made on or after the third anniversary of the drawdown date, no prepayment interest shall be payable.

The SEACOR Alpine Credit Facility contains customary covenants for financings of this type including financial maintenance and restrictive covenants, including the maintenance of certain ratios such as the aggregate collateral vessel value to the sum of the outstanding principal amounts of the loans. The SEACOR Alpine Credit Facility restricts the payment of dividends and distributions and the ability of the SEACOR Alpine Borrowers to make certain investments. In addition, the SEACOR Alpine Credit Facility includes customary events of default.

In connection with the SEACOR Alpine Credit Facility, SEACOR Marine issued a guaranty with respect to the obligations of the SEACOR Alpine Borrowers under the SEACOR Alpine Credit Agreement and related documents. This guaranty includes, among other customary covenants, various financial covenants, including minimum liquidity, and debt-to-capitalization and interest coverage ratios.

On September 8, 2023, SEACOR Marine entered into an amended and restated guaranty (“A&R SEACOR Alpine Credit Facility Guaranty”) with respect to the SEACOR Alpine Credit Facility. The A&R SEACOR Alpine Credit Facility Guaranty aligns the financial covenants and conditions relating to the payment of dividends and distributions reflected therein with those reflected in the 2023 SMFH Credit Facility Guaranty described above.

***Letters of Credit.*** As of September 30, 2023, the Company had outstanding letters of credit of \$1.1 million securing lease obligations, labor and performance guaranties.

## 6. LEASES

As of September 30, 2023, the Company leased-in one AHTS and certain facilities and other equipment. The leases typically contain purchase and renewal options or rights of first refusal with respect to the sale or lease of the equipment. As of September 30, 2023, the remaining lease term of the vessel had a duration of 12 months. The lease terms of certain facilities and other equipment had a duration ranging from two to 279 months.

As of September 30, 2023, future minimum payments for leases for the remainder of 2023 and the years ended December 31, noted below, were as follows (in thousands):

	Operating Leases	Finance Leases
Remainder of 2023	\$ 489	\$ 9
2024	1,807	37
2025	687	6
2026	459	—
2027	400	—
Years subsequent to 2027	3,213	—
	<u>7,055</u>	<u>52</u>
Interest component	(1,628)	(2)
	<u>5,427</u>	<u>50</u>
Current portion of long-term lease liabilities	1,856	35
Long-term lease liabilities	<u>\$ 3,571</u>	<u>\$ 15</u>

For the three and nine months ended September 30, 2023 and 2022 the components of lease expense were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Operating lease costs	\$ 551	\$ 967	\$ 1,661	\$ 2,664
Finance lease costs:				
Amortization of finance lease assets <sup>(1)</sup>	135	162	456	384
Interest on finance lease liabilities <sup>(2)</sup>	58	73	201	174
Short-term lease costs	100	201	408	572
	<u>\$ 844</u>	<u>\$ 1,403</u>	<u>\$ 2,726</u>	<u>\$ 3,794</u>

<sup>(1)</sup> Included in amortization costs in the consolidated statements of income (loss).

<sup>(2)</sup> Included in interest expense in the consolidated statements of income (loss).

For the nine months ended September 30, 2023 supplemental cash flow information related to leases was as follows (in thousands):

	2023
Operating cash outflows from operating leases	\$ 1,805
Financing cash outflows from finance leases	522
Right-of-use assets obtained for operating lease liabilities	348
Right-of-use assets obtained for finance lease liabilities	—

For the nine months ended September 30, 2023 other information related to leases was as follows:

	2023
Weighted average remaining lease term, in years - operating leases	10.1
Weighted average remaining lease term, in years - finance leases	1.4
Weighted average discount rate - operating leases	6.7%
Weighted average discount rate - finance leases	4.0%

## 7. INCOME TAXES

The following table reconciles the difference between the statutory federal income tax rate for the Company and the effective income tax rate for the nine months ended September 30, 2023:

Statutory rate	(21.00)%
Foreign taxes, including withholding taxes	33.02%
Subpart F	2.20%
Other	1.10%
Effective income tax rate	15.32%

## 8. DERIVATIVE INSTRUMENTS AND HEDGING STRATEGIES

Derivative instruments are classified as either assets, which are included in other receivables in the accompanying consolidated balance sheets, or liabilities based on their individual fair values. The fair values of the Company's derivative instruments were as follows (in thousands):

	September 30, 2023		December 31, 2022	
	Derivative Asset	Derivative Liability	Derivative Asset	Derivative Liability
<b>Derivatives designated as hedging instruments:</b>				
Interest rate swap agreements (cash flow hedges)	\$ —	\$ —	\$ 526	\$ —

**Economic Hedges.** The Company may enter and settle forward currency exchange, option and future contracts with respect to various foreign currencies. These contracts enable the Company to buy currencies in the future at fixed exchange rates, which could offset possible consequences of changes in currency exchange rates with respect to the Company's business conducted outside of the U.S. The Company generally does not enter into contracts with forward settlement dates beyond 12 to 18 months. As of September 30, 2023, the Company had no open forward currency exchange contracts.

**Cash Flow Hedges.** The Company may have interest rate swap agreements designated as cash flow hedges. By entering into interest rate swap agreements, the Company can convert the variable interest component of certain of their outstanding borrowings to a fixed interest rate. The Company recognized losses on derivative instruments designated as cash flow hedges of \$0.5 million for the nine months ended September 30, 2023 and gains of \$2.3 million for the nine months ended September 30, 2022, respectively, as a component of other comprehensive income (loss). As of September 30, 2023, there were no interest rate swaps held by the Company.

**Other Derivative Instruments.** The Company had no derivative instruments not designated as hedging instruments for the three and nine months ended September 30, 2023 and recognized gains on derivative instruments not designated as hedging instruments for the three and nine months ended September 30, 2022 as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Conversion option liability on Old Convertible Notes	\$ —	\$ 1	\$ —	\$ —

The conversion option liability related to the bifurcated embedded conversion option in the Old Convertible Notes, issued to investment funds managed and controlled by The Carlyle Group, were exchanged for the New Convertible Notes during the fourth quarter of 2022.

## 9. FAIR VALUE MEASUREMENTS

The fair value of an asset or liability is the price that would be received to sell an asset or transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction

between market participants on the measurement date. The Company utilizes a fair value hierarchy that maximizes the use of observable inputs and minimizes the use of unobservable inputs when measuring fair value and defines three levels of inputs that may be used to measure fair value. *Level 1* inputs are quoted prices in active markets for identical assets or liabilities. *Level 2* inputs are observable inputs other than quoted prices included in *Level 1* that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets, quoted prices in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, or inputs derived from observable market data. *Level 3* inputs are unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities.

The Company's financial assets and liabilities as of September 30, 2023 and December 31, 2022 that are measured at fair value on a recurring basis were as follows (in thousands):

September 30, 2023	Level 1	Level 2	Level 3
<b>ASSETS</b>			
Derivative instruments	\$ —	\$ —	\$ —
<b>December 31, 2022</b>			
<b>ASSETS</b>			
Derivative instruments	\$ —	\$ 526	\$ —

The estimated fair values of the Company's other financial assets and liabilities as of September 30, 2023 and December 31, 2022 were as follows (in thousands):

September 30, 2023	Carrying Amount	Estimated Fair Value		
		Level 1	Level 2	Level 3
<b>ASSETS</b>				
Cash, cash equivalents and restricted cash	\$ 58,636	\$ 58,636	\$ —	\$ —
<b>LIABILITIES</b>				
Long-term debt, including current portion	319,848	—	304,706	—
<b>December 31, 2022</b>				
<b>ASSETS</b>				
Cash, cash equivalents and restricted cash	\$ 43,045	\$ 43,045	\$ —	\$ —
<b>LIABILITIES</b>				
Long-term debt, including current portion	321,631	—	314,979	—

The carrying value of cash, cash equivalents and restricted cash approximates fair value. The fair value of the Company's long-term debt was estimated based upon quoted market prices or by using discounted cash flow analysis based on estimated current rates for similar types of arrangements. Considerable judgment was required in developing certain of the estimates of fair value, and, accordingly, the estimates presented herein are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

**Property and equipment.** During the nine months ended September 30, 2023, the Company recognized impairment charges of \$0.3 million for one leased-in AHTS to adjust for indicative future cash flows. During the year ended December 31, 2022, the Company recognized impairment charges totaling \$2.9 million. The Company recorded impairment charges of \$0.9 million for one FSV classified as held for sale and sold during 2022. In addition, the Company recorded impairment charges of \$0.7 million for one leased-in AHTS as it is not expected to return to active service during its remaining lease term. Additionally, the Company recorded impairment charges of \$1.3 million for other equipment and classified such equipment as assets held for sale, which was subsequently sold in the first quarter of 2023.

## 10. WARRANTS

In connection with various transactions, the Company issued 2,560,456 warrants to purchase shares of Common Stock at an exercise price of \$0.01 per share (“Warrants”). As of September 30, 2023, 1,321,968 Warrants remain outstanding, which are comprised entirely of warrants issued to funds affiliated with The Carlyle Group.

## 11. COMMITMENTS AND CONTINGENCIES

As of September 30, 2023, the Company had unfunded capital commitments of \$1.0 million for miscellaneous vessel equipment payable during 2024. The Company has indefinitely deferred an additional \$9.2 million of orders with respect to one FSV.

In December 2015, the Brazilian Federal Revenue Office issued a tax-deficiency notice to Seabulk Offshore do Brasil Ltda, an indirect wholly-owned subsidiary of SEACOR Marine (“Seabulk Offshore do Brasil”), with respect to certain profit participation contributions (also known as “PIS”) and social security financing contributions (also known as “COFINS”) requirements alleged to be due from Seabulk Offshore do Brasil (“Deficiency Notice”) in respect of the period of January 2011 until December 2012. In January 2016, the Company administratively appealed the Deficiency Notice on the basis that, among other arguments, (i) such contributions were not applicable in the circumstances of a 70%/30% cost allocation structure, and (ii) the tax inspector had incorrectly determined that values received from outside of Brazil could not be classified as expense refunds. The initial appeal was dismissed by the Brazilian Federal Revenue Office and the Company appealed such dismissal and is currently awaiting an administrative trial. A local Brazilian law has been enacted that supports the Company’s position that such contribution requirements are not applicable, but it is uncertain whether such law will be taken into consideration with respect to administrative proceedings commenced prior to the enactment of the law. Accordingly, the success of Seabulk Offshore do Brasil in the administrative proceedings cannot be assured and the matter may need to be addressed through judicial court proceedings. The potential levy arising from the Deficiency Notice is R\$22.6 million based on a historical potential levy of R\$12.87 million (USD \$4.5 million and USD \$2.6 million, respectively, based on the exchange rate as of September 30, 2023).

On April 13, 2021, the SEACOR Power, a liftboat owned by a subsidiary of the Company with nineteen individuals on board, capsized off the coast of Port Fourchon, Louisiana. The incident resulted in the death of several crew members, including the captain of the vessel and five other employees of the Company. The incident also resulted in the constructive total loss of the SEACOR Power. In coordination with the U.S. Coast Guard (“USCG”), the Company has completed the salvage operations related to the vessel and the associated salvage costs were covered by insurance proceeds.

The National Transportation Safety Board (“NTSB”) and the USCG have each conducted an investigation to determine the cause of the incident and released their respective final reports. The NTSB’s report determined that the probable cause of the capsizing of the SEACOR Power was a loss of stability that occurred when the vessel was struck by severe thunderstorm winds, which exceeded the vessel’s operation wind speed limits. The NTSB further determined that contributing to the loss of life on the vessel was the speed at which the vessel capsized and the angle at which it came to rest, which made egress difficult, and the high winds and seas in the aftermath of the capsizing, which hampered rescue efforts. The USCG’s report is consistent with the determinations of the NTSB.

Numerous civil lawsuits have been filed against the Company and other third parties by the family members of deceased crew members and the surviving crew members employed by the Company or by third parties. On June 2, 2021, the Company filed a Limitation of Liability Act complaint in federal court in the Eastern District of Louisiana (“Limitation Action”), which had the effect of enjoining all existing civil lawsuits and requiring the plaintiffs to file their claims relating to the capsizing of the SEACOR Power in the Limitation Action. Nearly all injury and death claims in the Limitation Action for which the Company has financial exposure

have been resolved, and the remaining claims are those for which the Company is owed contractual defense and indemnity or will be covered by insurance.

In the normal course of its business, the Company becomes involved in various other litigation matters including, among others, claims by third parties for alleged property damages and personal injuries. Management has used estimates in determining the Company's potential exposure to these matters and has recorded reserves in its financial statements related thereto where appropriate. It is possible that a change in the Company's estimates of that exposure could occur, but the Company does not expect that such changes in estimated costs would have a material effect on the Company's consolidated financial position, results of operations or cash flows.

Certain of the Company's subsidiaries are participating employers in two industry-wide, multi-employer, defined benefit pension funds in the United Kingdom: the U.K Merchant Navy Officers Pension Fund ("MNOFP") and the U.K. Merchant Navy Ratings Pension Fund ("MNRPF"). The Company's participation in the MNOFP began with the acquisition of the Stirling group of companies (the "Stirling Group") in 2001 and relates to certain officers employed between 1978 and 2002 by the Stirling Group and/or its predecessors. The Company's participation in the MNRPF also began with the acquisition of the Stirling Group in 2001 and relates to ratings employed by the Stirling Group and/or its predecessors through today. Both of these plans are in deficit positions and, depending upon the results of future actuarial valuations, it is possible that the plans could experience funding deficits that will require the Company to recognize payroll related operating expenses in the periods invoices are received. As of September 30, 2023, all invoices related to MNOFP and MNRPF have been settled in full.

On October 19, 2021, the Company was informed by the MNRPF that two issues had been identified during a review of the MNRPF by the applicable trustee that would potentially give rise to material additional liabilities for the MNRPF. The MNRPF has indicated that the investigations into these issues remain ongoing, and that further updates will be provided as significant developments arise. Should such additional liabilities require the MNRPF to collect additional funds from participating employers, it is possible that the Company will be invoiced for a portion of such funds and recognize payroll related operating expenses in the periods invoices are received.

## 12. STOCK BASED COMPENSATION

Transactions in connection with the Company's Equity Incentive Plans during the nine months ended September 30, 2023 were as follows:

<b>Restricted Stock Activity:</b>	
Outstanding as of December 31, 2022	1,682,193
Granted	660,307
Vested	(685,416)
Forfeited	(15,000)
Outstanding as of September 30, 2023 <sup>(1)</sup>	1,642,084
<b>Stock Option Activity:</b>	
Outstanding as of December 31, 2022	1,026,865
Granted	—
Exercised	(834)
Forfeited	—
Outstanding as of September 30, 2023	1,026,031

<sup>(1)</sup> Excludes 156,620 grants of performance-based stock units that are not considered outstanding until such time that they become probable to vest.

For the nine months ended September 30, 2023, the Company acquired for treasury 232,239 shares of Common Stock from its directors and/or employees to cover their tax withholding obligations upon the lapsing of restrictions on share awards for an aggregate purchase price of \$2.4 million. These shares were purchased in accordance with the terms of the Company's 2017 Equity Incentive Plan, 2020 Equity Incentive Plan and 2022 Equity Incentive Plan, as applicable.

### 13. SEGMENT INFORMATION

The Company's segment presentation and basis of measurement of segment profit or loss are as previously described in the 2022 Annual Report. The following tables summarize the operating results, capital expenditures and assets of the Company's reportable segments for the periods indicated (in thousands):

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia	Latin America	Total
<b>For the Three Months Ended September 30, 2023</b>					
Operating Revenues:					
Time charter	\$ 16,236	\$ 22,528	\$ 16,087	\$ 13,817	\$ 68,668
Bareboat charter	—	—	—	368	368
Other marine services	5,444	815	103	176	6,538
	<u>21,680</u>	<u>23,343</u>	<u>16,190</u>	<u>14,361</u>	<u>75,574</u>
Direct Costs and Expenses:					
Operating:					
Personnel	6,712	5,089	5,157	2,985	19,943
Repairs and maintenance	1,560	2,214	2,623	1,021	7,418
Drydocking	462	320	1,056	(70)	1,768
Insurance and loss reserves	332	573	711	217	1,833
Fuel, lubes and supplies	958	2,573	743	773	5,047
Other	341	1,320	779	367	2,807
	<u>10,365</u>	<u>12,089</u>	<u>11,069</u>	<u>5,293</u>	<u>38,816</u>
<b>Direct Vessel Profit</b>	<u>\$ 11,315</u>	<u>\$ 11,254</u>	<u>\$ 5,121</u>	<u>\$ 9,068</u>	<u>36,758</u>
Other Costs and Expenses:					
Lease expense	\$ 116	\$ 372	\$ 59	\$ 104	651
Administrative and general					12,300
Depreciation and amortization	3,810	3,821	3,721	2,110	13,462
					<u>26,413</u>
Losses on asset dispositions and impairments, net					(512)
Operating income					<u>\$ 9,833</u>

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia	Latin America	Total
<b>For the Nine Months Ended September 30, 2023</b>					
Operating Revenues:					
Time charter	\$ 28,921	\$ 65,938	\$ 48,678	\$ 41,350	\$ 184,887
Bareboat charter	—	—	—	1,092	1,092
Other marine services	12,279	(1,056)	3,318	1,918	16,459
	<u>41,200</u>	<u>64,882</u>	<u>51,996</u>	<u>44,360</u>	<u>202,438</u>
Direct Costs and Expenses:					
Operating:					
Personnel	19,204	14,427	15,264	10,795	59,690
Repairs and maintenance	4,327	6,817	4,519	3,559	19,222
Drydocking	2,011	1,648	(723)	1,101	4,037
Insurance and loss reserves	2,455	1,311	2,616	630	7,012
Fuel, lubes and supplies	2,665	6,207	2,310	2,322	13,504
Other	899	4,356	2,340	1,331	8,926
	<u>31,561</u>	<u>34,766</u>	<u>26,326</u>	<u>19,738</u>	<u>112,391</u>
<b>Direct Vessel Profit</b>	<u>\$ 9,639</u>	<u>\$ 30,116</u>	<u>\$ 25,670</u>	<u>\$ 24,622</u>	<u>90,047</u>
Other Costs and Expenses:					
Lease expense	\$ 395	\$ 1,209	\$ 202	\$ 263	2,069
Administrative and general					37,636
Depreciation and amortization	11,206	11,599	11,117	6,877	40,799
					<u>80,504</u>
Gains on asset dispositions and impairments, net					3,352
Operating income					<u>\$ 12,895</u>
<b>As of September 30, 2023</b>					
Property and Equipment:					
Historical Cost	\$ 215,592	\$ 272,312	\$ 285,721	\$ 162,895	\$ 936,520
Accumulated Depreciation	(96,597)	(89,338)	(98,481)	(34,133)	(318,549)
	<u>\$ 118,995</u>	<u>\$ 182,974</u>	<u>\$ 187,240</u>	<u>\$ 128,762</u>	<u>\$ 617,971</u>
<b>Total Assets <sup>(1)</sup></b>	<u>\$ 155,613</u>	<u>\$ 212,048</u>	<u>\$ 210,401</u>	<u>\$ 147,479</u>	<u>\$ 725,541</u>

<sup>(1)</sup> Total assets by region does not include corporate assets of \$54.8 million as of September 30, 2023.

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia	Latin America	Total
<b>For the Three Months Ended September 30, 2022</b>					
Operating Revenues:					
Time charter	\$ 17,075	\$ 17,551	\$ 11,712	\$ 10,162	\$ 56,500
Bareboat charter	—	—	—	332	332
Other marine services	2,161	60	319	419	2,959
	<u>19,236</u>	<u>17,611</u>	<u>12,031</u>	<u>10,913</u>	<u>59,791</u>
Direct Costs and Expenses:					
Operating:					
Personnel	7,243	4,694	5,384	2,831	20,152
Repairs and maintenance	2,002	2,110	1,776	1,489	7,377
Drydocking	1,549	383	3,113	1	5,046
Insurance and loss reserves	1,382	359	762	347	2,850
Fuel, lubes and supplies	1,143	2,284	1,426	563	5,416
Other	314	1,580	878	393	3,165
	<u>13,633</u>	<u>11,410</u>	<u>13,339</u>	<u>5,624</u>	<u>44,006</u>
<b>Direct Vessel Profit (Loss)</b>	<u>\$ 5,603</u>	<u>\$ 6,201</u>	<u>\$ (1,308)</u>	<u>\$ 5,289</u>	<u>15,785</u>
Other Costs and Expenses:					
Lease expense	\$ 278	\$ 455	\$ 35	\$ 400	1,168
Administrative and general					9,978
Depreciation and amortization	4,332	3,461	3,974	1,987	13,754
					<u>24,900</u>
Losses on asset dispositions and impairments, net					(1,783)
Operating loss					<u>\$ (10,898)</u>

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia	Latin America	Total
<b>For the Nine Months Ended September 30, 2022</b>					
Operating Revenues:					
Time charter	\$ 34,698	\$ 44,761	\$ 39,278	\$ 30,008	\$ 148,745
Bareboat charter	—	—	—	998	998
Other	6,612	516	828	1,700	9,656
	<u>41,310</u>	<u>45,277</u>	<u>40,106</u>	<u>32,706</u>	<u>159,399</u>
Direct Costs and Expenses:					
Operating:					
Personnel	17,939	11,756	17,106	10,132	56,933
Repairs and maintenance	4,383	6,327	6,153	5,685	22,548
Drydocking	8,506	1,661	6,325	1	16,493
Insurance and loss reserves	2,809	812	2,017	943	6,581
Fuel, lubes and supplies	2,599	5,247	3,754	1,895	13,495
Other	819	5,279	3,718	1,781	11,597
	<u>37,055</u>	<u>31,082</u>	<u>39,073</u>	<u>20,437</u>	<u>127,647</u>
<b>Direct Vessel Profit</b>	<u>\$ 4,255</u>	<u>\$ 14,195</u>	<u>\$ 1,033</u>	<u>\$ 12,269</u>	<u>\$ 31,752</u>
Other Costs and Expenses:					
Lease expense	\$ 860	\$ 1,313	\$ 104	\$ 959	3,236
Administrative and general					30,112
Depreciation and amortization	13,532	10,025	12,548	6,228	42,333
					<u>75,681</u>
Gains on asset dispositions and impairments, net					381
Operating loss					<u>\$ (43,548)</u>
<b>As of September 30, 2022</b>					
Property and Equipment:					
Historical Cost	\$ 259,472	\$ 247,967	\$ 305,880	\$ 179,104	\$ 992,423
Accumulated Depreciation	(122,340)	(80,069)	(91,906)	(27,583)	(321,898)
	<u>\$ 137,132</u>	<u>\$ 167,898</u>	<u>\$ 213,974</u>	<u>\$ 151,521</u>	<u>\$ 670,525</u>
Total Assets <sup>(1)</sup>	<u>\$ 177,463</u>	<u>\$ 187,495</u>	<u>\$ 231,165</u>	<u>\$ 167,021</u>	<u>\$ 763,144</u>

<sup>(1)</sup> Total assets by region does not include corporate assets of \$79.8 million as of September 30, 2022.

The Company's investments in 50% or less owned companies, which are accounted for under the equity method, also contribute to its consolidated results of operations. As of September 30, 2023, and 2022, the Company's investments, at equity and advances to 50% or less owned companies in its other 50% or less owned companies were \$3.9 million and \$1.9 million, respectively. Equity in earnings of 50% or less owned companies for the nine months ended September 30, 2023 and 2022 were \$3.2 million and \$5.8 million, respectively.

#### 14. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through the filing of this Quarterly Report on Form 10-Q and determined that there have been no material events that have occurred that are not properly recognized and/or disclosed in the consolidated financial statements.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*This Form 10-Q includes "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements concern management's expectations, strategic objectives, business prospects, anticipated economic performance and financial condition and other similar matters and involve significant known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of results to differ materially from any future results, performance or achievements discussed or implied by such forward-looking statements. Certain of these risks, uncertainties and other important factors are discussed in the Risk Factors and Management's Discussion and Analysis of Financial Condition and Results of Operations of the Company's 2022 Annual Report on Form 10-K and this Quarterly Report on Form 10-Q. However, it should be understood that it is not possible to identify or predict all such risks, uncertainties and factors, and others may arise from time to time. All of these forward-looking statements constitute the Company's cautionary statements under the Private Securities Litigation Reform Act of 1995. The words "anticipate," "estimate," "expect," "project," "intend," "believe," "plan," "target," "forecast" and similar expressions are intended to identify forward-looking statements. Forward looking statements speak only as of the date of the document in which they are made. The Company disclaims any obligation or undertaking to provide any updates or revisions to any forward-looking statement to reflect any change in the Company's expectations or any change in events, conditions or circumstances on which the forward-looking statement is based. It is advisable, however, to consult any further disclosures the Company makes on related subjects in its Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed with the United States Securities and Exchange Commission.*

*The following Management's Discussion and Analysis (the "MD&A") is intended to help the reader understand the Company's financial condition and results of operations. The MD&A is provided as a supplement to and should be read in conjunction with the unaudited consolidated financial statements and notes thereto included in this Quarterly Report on Form 10-Q, as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in the 2022 Annual Report.*

### **Overview**

The Company provides global marine and support transportation services to offshore energy facilities worldwide. As of September 30, 2023, the Company operated a diverse fleet of 59 support vessels, of which 57 were owned or leased-in, and two were managed on behalf of unaffiliated third parties. The primary users of the Company's services are major integrated national and international oil companies, independent oil and natural gas exploration and production companies, oil field service and construction companies, as well as offshore wind farm operators and offshore wind farm installation and maintenance companies.

The Company operates and manages a diverse fleet of offshore support vessels that (i) deliver cargo and personnel to offshore installations, including offshore wind farms, (ii) assist offshore operations for production and storage facilities, (iii) provide construction, well work-over, offshore wind farm installation and decommissioning support, (iv) carry and launch equipment used underwater in drilling and well installation, maintenance, inspection and repair and (v) handle anchors and mooring equipment for offshore rigs and platforms. Additionally, the Company's vessels provide emergency response services and accommodations for technicians and specialists.

The Company operates its fleet in four principal geographic regions: the U.S., primarily in the Gulf of Mexico; Africa and Europe; the Middle East and Asia; and Latin America, primarily in Mexico and Guyana. The Company's vessels are highly mobile and regularly and routinely move between countries within a geographic region. In addition, the Company's vessels are redeployed among geographic regions, subject to flag restrictions, as changes in market conditions dictate.

### **Significant items affecting our results of operations**

The number and type of vessels operated, their rates per day worked and their utilization levels are the key determinants of the Company's operating results and cash flows. Unless a vessel is cold-stacked, there is little

reduction in daily running costs for the vessels and, consequently, operating margins are most sensitive to changes in rates per day worked and utilization. The Company manages its fleet utilizing a global network of shore side support, administrative and finance personnel.

Offshore oil and natural gas market conditions are highly volatile. Prices deteriorated beginning in the second half of 2014 and continued to deteriorate when oil prices hit a 13-year low of less than \$27 per barrel (on the New York Mercantile Exchange) in February 2016. Oil prices experienced unprecedented volatility during 2020 due to the COVID-19 pandemic and the related effects on the global economy, with the price per barrel going negative for a short period of time. Oil prices have steadily increased since the lows hit at the beginning of the COVID-19 pandemic and hit a multi-year high of \$122 per barrel at points during 2022 primarily as a result of the conflict between Russia and Ukraine as well as the related economic sanctions and economic uncertainty but have recently decreased to the \$91 per barrel range.

While the Company has experienced difficult market conditions over the past few years due to low and volatile oil and natural gas prices and the focus of oil and natural gas producing companies on cost and capital spending budget reductions, the increases since the lows experienced during the COVID-19 pandemic in oil and natural gas prices has led to an increase in utilization, day rates and customer inquiries about potential new charters.

Low oil prices and the subsequent decline in offshore exploration have forced many operators in the industry to restructure or liquidate assets. The Company continues to closely monitor the delivery of newly built offshore support vessels to the industry-wide fleet, which in the recent past contributed to an oversaturated market, thereby further lowering the demand for the Company's existing offshore support vessel fleet. A combination of (i) low customer exploration and drilling activity levels, and (ii) excess supply of offshore support vessels whether from laid up fleets or newly built vessels could, in isolation or together, have a material adverse effect on the Company's business, financial position, results of operations, cash flows and growth prospects.

Certain macro drivers somewhat independent of oil and natural gas prices may support the Company's business, including: (i) underspending by oil and natural gas producers during the recent industry downturn leading to pent up demand for maintenance and growth capital expenditures; (ii) improved extraction technologies; and (iii) the need for offshore wind farms support as the industry grows. While the Company expects that alternative forms of energy will continue to grow and add to the world's energy mix, especially as governments, supranational groups and various other parties focus on climate change causes and concerns, the Company believes that for the foreseeable future demand for gasoline and oil will be sustained, as will demand for electricity from natural gas. Some alternative forms of energy such as offshore wind farms support some of the Company's businesses and the Company expects such support to increase as development of renewable energy expands.

The Company adheres to a strategy of cold-stacking vessels (removing from active service) during periods of weak utilization in order to reduce the daily running costs of operating the fleet, primarily personnel, repairs and maintenance costs, as well as to defer some drydocking costs into future periods. The Company considers various factors in determining which vessels to cold-stack, including upcoming dates for regulatory vessel inspections and related docking requirements. The Company may maintain class certification on certain cold-stacked vessels, thereby incurring some drydocking costs while cold-stacked. Cold-stacked vessels are returned to active service when market conditions improve, or management anticipates improvement, typically leading to increased costs for drydocking, personnel, repair and maintenance in the periods immediately preceding the vessels' return to active service. Depending on market conditions, vessels with similar characteristics and capabilities may be rotated between active service and cold-stack. On an ongoing basis, the Company reviews its cold-stacked vessels to determine if any should be designated as retired and removed from service based on the vessel's physical condition, the expected costs to reactivate and restore class certification, if any, and its viability

to operate within current and projected market conditions. As of September 30, 2023, two of the Company's 59 owned and leased-in vessels was cold-stacked. In addition, the Company had two vessels classified as held for sale as of September 30, 2023.

## **Recent Developments**

### ***2023 SEACOR Marine Foreign Holdings Credit Facility.***

On September 8, 2023, SEACOR Marine, as parent guarantor, SMFH, as borrower, and certain other wholly-owned subsidiaries of SEACOR Marine, as subsidiary guarantors, entered into a credit agreement providing for a \$122.0 million senior secured term loan (the "2023 SEACOR Marine Foreign Holdings Credit Facility" and such agreement, the "2023 SMFH Credit Agreement") with certain affiliates of EnTrust Global, as lenders, Kroll Agency Services, Limited, as facility agent, and Kroll Trustee Services Limited, as security trustee.

The proceeds of the 2023 SEACOR Marine Foreign Holdings Credit Facility were used to:

(x) refinance approximately \$104.8 million of existing principal indebtedness comprised of: (a) \$61.1 million incurred under the 2018 SEACOR Marine Foreign Holdings Credit Facility, (b) \$11.0 million incurred under the SEACOR 88/888 Term Loan, (c) \$15.1 million incurred under the SEACOR Offshore OSV Credit Facility, (d) \$13.7 million incurred under the SEACOR Offshore Delta (f/k/a SEACOSCO) Acquisition Debt, and (e) \$3.9 million incurred under the Tarahumara Shipyard Financing, which payoff amount reflects a 7% discount to book value,

(y) acquire 100% ownership of the Amy Clemons McCall, a 2014 build fast support vessel, previously operated under lease and now pledged as collateral under the 2023 SEACOR Marine Foreign Holdings Credit Facility, and

(z) satisfy accrued and unpaid interest, fees, and general corporate purposes. The funds available under the 2023 SEACOR Marine Foreign Holdings Credit Facility were fully drawn on September 14, 2023.

The 2023 SEACOR Marine Foreign Holdings Credit Facility matures on September 14, 2028, with quarterly amortization of 2.5% of the initial loan advanced thereunder, with the remaining outstanding principal amount due on the maturity date. The 2023 SEACOR Marine Foreign Holdings Credit Facility bears interest at a fixed rate of 11.75% per annum.

The loan may be prepaid at any time in amounts of \$1,000,000 or greater, subject to: (a) prior to the 12-month anniversary of funding, a premium equal to the remaining unpaid interest due over the first 15 months of the loan, and (b) after the 12-month anniversary of funding and prior to the 30-month anniversary of funding, a decreasing premium ranging from 3.00% to 1.00% of the amount prepaid.

The 2023 SEACOR Marine Foreign Holdings Credit Facility contains customary covenants for financings of this type including financial maintenance and restrictive covenants, such as the aggregate collateral vessel value to the sum of the outstanding principal amounts of the loans. The 2023 SEACOR Marine Foreign Holdings Credit Facility restricts the payment of dividends and distributions and the ability of the borrower and subsidiary guarantors to make certain investments, subject to important exceptions. In addition, the 2023 SEACOR Marine Foreign Holdings Credit Facility includes customary events of default.

SEACOR Marine issued a guaranty with respect to the obligations of the Borrower under the 2023 SMFH Credit Agreement and related documents (the "2023 SMFH Credit Facility Guaranty"). The 2023 SMFH Credit Facility Guaranty includes, among other customary covenants, various financial covenants, including (A) minimum Cash and Cash Equivalents (as defined in the 2023 SMFH Credit Agreement) of the higher of \$20.0 million and 7.5% of Net Interest-Bearing Debt (as defined in the 2023 SMFH Credit Agreement), (B) minimum

Equity Ratio (as defined in the 2023 SMFH Credit Agreement) of 35%, and (C) maximum Debt-to-Capitalization Ratio (as defined in the 2023 SMFH Credit Agreement) of 65%. The 2023 SMFH Credit Facility Guaranty also restricts the payment of dividends and distributions and includes certain restrictions on the prepayment of unsecured indebtedness.

### ***SEACOR Alpine Credit Facility.***

On June 16, 2023, SEACOR Alps LLC (“SEACOR Alps”), SEACOR Andes LLC (“SEACOR Andes”), and SEACOR Atlas LLC (“SEACOR Atlas” and, together with SEACOR Alps and SEACOR Andes, the “SEACOR Alpine Borrowers”), each a wholly-owned subsidiary of SEACOR Marine, as borrowers, entered into a \$28.0 million senior secured term loan facility, by and among the SEACOR Alpine Borrowers, SEACOR Marine, as a guarantor, SEACOR Marine Alpine LLC (“SM Alpine”), and Mountain Supply LLC, an affiliate of Hudson Structured Capital Management, as lender, facility agent and security trustee (the “SEACOR Alpine Credit Facility”). The proceeds of the SEACOR Alpine Credit Facility were made available to the SEACOR Alpine Borrowers in three tranches and were used to satisfy in full amounts outstanding under certain shipyard financing provided by COSCO Shipping Heavy Industry (Zhoushan) Co. in connection with the newbuild delivery of three Marshall Islands flagged platform supply vessels to the SEACOR Alpine Borrowers during 2019 and 2020. The funds available under the SEACOR Alpine Credit Facility were fully drawn on June 27, 2023.

The SEACOR Alpine Credit Facility matures on June 27, 2028 (the “SEACOR Alpine Maturity Date”). The principal amount of each of the three tranches of the SEACOR Alpine Credit Facility is to be repaid in monthly installments of (i) \$100,000 for the first eight (8) installments, (ii) \$140,000 for the following twenty-four (24) installments, and (iii) \$100,000 for each installment thereafter until the SEACOR Alpine Maturity Date. The SEACOR Alpine Credit Facility bears interest at a fixed rate of 10.25% per annum. The loan may be prepaid at any time in amounts of \$500,000 or greater, subject to the payment of prepayment interest in respect of the loan or tranche (or portions thereof) being prepaid as follows: (A) if such prepayment is made prior to the first anniversary of the drawdown date, an amount equal to the greater of (x) the amount of unpaid interest which would have accrued until the first anniversary of the drawdown date and (y) 1.5% of the principal amount of the loan being prepaid, (B) if such prepayment is made on or after the first anniversary of the drawdown date but prior to the third anniversary of the drawdown date, 1.0% of the principal amount of the loan being prepaid, and (C) if such prepayment is made on or after the third anniversary of the drawdown date, no prepayment interest shall be payable.

The SEACOR Alpine Credit Facility contains customary covenants for financings of this type including financial maintenance and restrictive covenants, including the maintenance of certain ratios such as the aggregate collateral vessel value to the sum of the outstanding principal amounts of the loans. The SEACOR Alpine Credit Facility restricts the payment of dividends and distributions and the ability of the SEACOR Alpine Borrowers to make certain investments. In addition, the SEACOR Alpine Credit Facility includes customary events of default.

In connection with the SEACOR Alpine Credit Facility, SEACOR Marine issued a guaranty with respect to the obligations of the SEACOR Alpine Borrowers under the SEACOR Alpine Credit Agreement and related documents. This guaranty includes, among other customary covenants, various financial covenants, including minimum liquidity, and debt-to-capitalization and interest coverage ratios.

On September 8, 2023, SEACOR Marine entered into an amended and restated guaranty (“A&R SEACOR Alpine Credit Facility Guaranty”) with respect to the SEACOR Alpine Credit Facility. The A&R SEACOR Alpine Credit Facility Guaranty aligns the financial covenants and conditions relating to the payment of dividends and distributions reflected therein with those reflected in the 2023 SMFH Credit Facility Guaranty described above.

***At the Market Offering.***

On November 1, 2023, SEACOR Marine entered into an at-the-market sales agreement (the “sales agreement”) with B. Riley Securities, Inc. (the “sales agent”), relating to the issuance and sale from time to time by SEACOR Marine (the “ATM Offering”), through the sales agent, of shares of SEACOR Marine’s common stock, par value \$0.01 per share (the “Common Stock”) having an aggregate gross sales price of up to \$25.0 million (the “ATM Shares”). For further details with respect to the ATM Offering, see “Part II. Item 5. “Other Information” elsewhere in this Quarterly Report on Form 10-Q.

## Consolidated Results of Operations

The sections below provide an analysis of the Company’s results of operations for the three and nine months (“Current Year Quarter” and “Current Year Nine Months”) ended September 30, 2023 compared with the three and nine months (“Prior Year Quarter” and “Prior Year Nine Months”) ended September 30, 2022. Except as otherwise noted, there have been no material changes since the end of the Company’s fiscal year ended December 31, 2022, in the Company’s results of operations. For the periods indicated, the Company’s consolidated results of operations were as follows (in thousands, except statistics):

	Three Months Ended September 30,				Nine Months Ended September 30,							
	2023		2022		2023		2022					
<b>Time Charter Statistics:</b>												
Average Rates Per Day	\$	18,046	\$	13,340	\$	15,852		12,305				
Fleet Utilization		73 %		79 %		76 %		75 %				
Fleet Available Days		5,182		5,336		15,349		16,047				
<b>Operating Revenues:</b>												
Time charter						9						
	\$	68,668	91 %	\$	56,500	94 %	\$	184,887	1 %	\$	148,745	93 %
Bareboat charter		368	0 %		332	1 %		1,092	1 %		998	1 %
Other marine services		6,538	9 %		2,959	5 %		16,459	8 %		9,656	6 %
						1						
			10			0						
		<u>75,574</u>	0 %	<u>59,791</u>	100 %	<u>202,438</u>	0 %	<u>159,399</u>	100 %			
<b>Costs and Expenses:</b>												
<b>Operating:</b>												
Personnel						3						
		19,943	26 %		20,152	34 %		59,690	0 %		56,933	36 %
Repairs and maintenance						1						
		7,418	10 %		7,377	12 %		19,222	0 %		22,548	14 %
Drydocking		1,768	2 %		5,046	8 %		4,037	2 %		16,493	10 %
Insurance and loss reserves		1,833	2 %		2,850	5 %		7,012	3 %		6,581	4 %
Fuel, lubes and supplies		5,047	7 %		5,416	9 %		13,504	7 %		13,495	8 %
Other		2,807	4 %		3,165	5 %		8,926	4 %		11,597	7 %
						5						
		38,816	51 %		44,006	74 %		112,391	6 %		127,647	80 %
Lease expense - operating		651	1 %		1,168	2 %		2,069	1 %		3,236	2 %
Administrative and general						1						
		12,300	16 %		9,978	17 %		37,636	9 %		30,112	19 %
Depreciation and amortization						2						
		13,462	18 %		13,754	23 %		40,799	0 %		42,333	27 %
						9						
		65,229	86 %		68,906	115 %		192,895	5 %		203,328	128 %
(Losses) Gains on Asset Dispositions and Impairments, Net		(512)	(1) %		(1,783)	(3) %		3,352	2 %		381	0 %
Operating Income (Loss)		9,833	13 %		(10,898)	(18) %		12,895	6 %		(43,548)	(27) %
Other Expense, Net			(1			(1						
		(10,629)	4) %		(4,783)	(8) %		(28,699)	4) %		(16,231)	(10) %
Loss Before Income Tax Expense and Equity in Earnings of 50% or Less Owned Companies		(796)	(1) %		(15,681)	(26) %		(15,804)	(8) %		(59,779)	(38) %
Income Tax Expense		2,360	3 %		8,418	14 %		2,421	1 %		4,363	3 %
Loss Before Equity in Earnings of 50% or Less Owned Companies		(3,156)	(4) %		(24,099)	(40) %		(18,225)	(9) %		(64,142)	(40) %
Equity in Earnings (Losses) of 50% or Less Owned Companies		2,273	3 %		(254)	(0) %		3,182	2 %		5,835	4 %
Net Loss		(883)	(1) %		(24,353)	(41) %		(15,043)	(7) %		(58,307)	(37) %
Net (Loss) Income attributable to Noncontrolling Interests in Subsidiaries		—	— %		(2)	(0) %		—	— %		1	0 %
Net Loss attributable to SEACOR Marine Holdings Inc.	\$	(883)	(1) %	\$	(24,351)	(41) %	\$	(15,043)	(7) %	\$	(58,308)	(37) %

**Direct Vessel Profit.** Direct vessel profit (defined as operating revenues less operating expenses excluding leased-in equipment, “DVP”) is the Company’s measure of segment profitability. DVP is a critical financial measure used by the Company to analyze and compare the operating performance of its regions, without regard to financing decisions (depreciation and interest expense for owned vessels vs. lease expense for leased-in vessels). See “Note 13. Segment Information” to the Unaudited Consolidated Financial Statements included in Part I. Item 1. “Financial Statements” elsewhere in this Quarterly Report on Form 10-Q.

The following tables summarize the operating results and property and equipment for the Company's reportable segments for the periods indicated (in thousands, except statistics):

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia	Latin America	Total
<b>For the Three Months Ended September 30, 2023</b>					
Time Charter Statistics:					
Average Rates Per Day	\$ 23,663	\$ 15,388	\$ 16,313	\$ 20,656	18,046
Fleet Utilization	57%	84%	67%	87%	73%
Fleet Available Days	1,196	1,748	1,472	766	5,182
Operating Revenues:					
Time charter	\$ 16,236	\$ 22,528	\$ 16,087	\$ 13,817	\$ 68,668
Bareboat charter	—	—	—	368	368
Other marine services	5,444	815	103	176	6,538
	<u>21,680</u>	<u>23,343</u>	<u>16,190</u>	<u>14,361</u>	<u>75,574</u>
Direct Costs and Expenses:					
Operating:					
Personnel	6,712	5,089	5,157	2,985	19,943
Repairs and maintenance	1,560	2,214	2,623	1,021	7,418
Drydocking	462	320	1,056	(70)	1,768
Insurance and loss reserves	332	573	711	217	1,833
Fuel, lubes and supplies	958	2,573	743	773	5,047
Other	341	1,320	779	367	2,807
	<u>10,365</u>	<u>12,089</u>	<u>11,069</u>	<u>5,293</u>	<u>38,816</u>
<b>Direct Vessel Profit</b>	<u>\$ 11,315</u>	<u>\$ 11,254</u>	<u>\$ 5,121</u>	<u>\$ 9,068</u>	<u>36,758</u>
Other Costs and Expenses:					
Lease expense	\$ 116	\$ 372	\$ 59	\$ 104	651
Administrative and general					12,300
Depreciation and amortization	3,810	3,821	3,721	2,110	13,462
					<u>26,413</u>
Losses on asset dispositions and impairments, net					(512)
Operating income					<u>\$ 9,833</u>

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia	Latin America	Total
<b>For the Nine Months Ended September 30, 2023</b>					
Time Charter Statistics:					
Average Rates Per Day	\$ 20,317	\$ 14,417	\$ 14,240	\$ 18,393	\$ 15,852
Fleet Utilization	43 %	88 %	78 %	90 %	76 %
Fleet Available Days	3,291	5,187	4,368	2,503	15,349
Operating Revenues:					
Time charter	\$ 28,921	\$ 65,938	\$ 48,678	\$ 41,350	\$ 184,887
Bareboat charter	—	—	—	1,092	1,092
Other marine services	12,279	(1,056)	3,318	1,918	16,459
	<u>41,200</u>	<u>64,882</u>	<u>51,996</u>	<u>44,360</u>	<u>202,438</u>
Direct Costs and Expenses:					
Operating:					
Personnel	19,204	14,427	15,264	10,795	59,690
Repairs and maintenance	4,327	6,817	4,519	3,559	19,222
Drydocking	2,011	1,648	(723)	1,101	4,037
Insurance and loss reserves	2,455	1,311	2,616	630	7,012
Fuel, lubes and supplies	2,665	6,207	2,310	2,322	13,504
Other	899	4,356	2,340	1,331	8,926
	<u>31,561</u>	<u>34,766</u>	<u>26,326</u>	<u>19,738</u>	<u>112,391</u>
<b>Direct Vessel Profit</b>	<u>\$ 9,639</u>	<u>\$ 30,116</u>	<u>\$ 25,670</u>	<u>\$ 24,622</u>	<u>90,047</u>
Other Costs and Expenses:					
Lease expense	\$ 395	\$ 1,209	\$ 202	\$ 263	2,069
Administrative and general					37,636
Depreciation and amortization	11,206	11,599	11,117	6,877	40,799
					<u>80,504</u>
Gains on asset dispositions and impairments, net					3,352
Operating income					<u>\$ 12,895</u>
<b>As of September 30, 2023</b>					
Property and Equipment:					
Historical cost	\$ 215,592	\$ 272,312	\$ 285,721	\$ 162,895	\$ 936,520
Accumulated depreciation	(96,597)	(89,338)	(98,481)	(34,133)	(318,549)
	<u>\$ 118,995</u>	<u>\$ 182,974</u>	<u>\$ 187,240</u>	<u>\$ 128,762</u>	<u>\$ 617,971</u>
Total Assets <sup>(1)</sup>	<u>\$ 155,613</u>	<u>\$ 212,048</u>	<u>\$ 210,401</u>	<u>\$ 147,479</u>	<u>\$ 725,541</u>

<sup>(1)</sup> Total assets by region does not include corporate assets of \$54.8 million as of September 30, 2023.

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia	Latin America	Total
<b>For the Three Months Ended September 30, 2022</b>					
Time Charter Statistics:					
Average Rates Per Day	\$ 21,551	\$ 11,813	\$ 9,507	\$ 14,010	\$ 13,340
Fleet Utilization	58 %	91 %	79 %	93 %	79 %
Fleet Available Days	1,363	1,629	1,564	780	5,336
Operating Revenues:					
Time charter	\$ 17,075	\$ 17,551	\$ 11,712	\$ 10,162	\$ 56,500
Bareboat charter	—	—	—	332	332
Other	2,161	60	319	419	2,959
	<u>19,236</u>	<u>17,611</u>	<u>12,031</u>	<u>10,913</u>	<u>59,791</u>
Direct Costs and Expenses:					
Operating:					
Personnel	7,243	4,694	5,384	2,831	20,152
Repairs and maintenance	2,002	2,110	1,776	1,489	7,377
Drydocking	1,549	383	3,113	1	5,046
Insurance and loss reserves	1,382	359	762	347	2,850
Fuel, lubes and supplies	1,143	2,284	1,426	563	5,416
Other	314	1,580	878	393	3,165
	<u>13,633</u>	<u>11,410</u>	<u>13,339</u>	<u>5,624</u>	<u>44,006</u>
<b>Direct Vessel Profit (Loss)</b>	<u>\$ 5,603</u>	<u>\$ 6,201</u>	<u>\$ (1,308)</u>	<u>\$ 5,289</u>	<u>15,785</u>
Other Costs and Expenses:					
Lease expense	\$ 278	\$ 455	\$ 35	\$ 400	1,168
Administrative and general					9,978
Depreciation and amortization	4,332	3,461	3,974	1,987	13,754
					<u>24,900</u>
Losses on asset dispositions and impairments, net					(1,783)
Operating loss					<u>\$ (10,898)</u>

	United States (primarily Gulf of Mexico)	Africa and Europe	Middle East and Asia <sup>(2)</sup>	Latin America	Total
<b>For the Nine Months Ended September 30, 2022</b>					
Time Charter Statistics:					
Average Rates Per Day	\$ 18,806	\$ 11,089	\$ 9,694	\$ 13,927	\$ 12,305
Fleet Utilization	47 %	86 %	81 %	90 %	75 %
Fleet Available Days	3,955	4,695	5,015	2,382	16,047
Operating Revenues:					
Time charter	\$ 34,698	\$ 44,761	\$ 39,278	\$ 30,008	\$ 148,745
Bareboat charter	—	—	—	998	998
Other	6,612	516	828	1,700	9,656
	<u>41,310</u>	<u>45,277</u>	<u>40,106</u>	<u>32,706</u>	<u>159,399</u>
Direct Costs and Expenses:					
Operating:					
Personnel	17,939	11,756	17,106	10,132	56,933
Repairs and maintenance	4,383	6,327	6,153	5,685	22,548
Drydocking	8,506	1,661	6,325	1	16,493
Insurance and loss reserves	2,809	812	2,017	943	6,581
Fuel, lubes and supplies	2,599	5,247	3,754	1,895	13,495
Other	819	5,279	3,718	1,781	11,597
	<u>37,055</u>	<u>31,082</u>	<u>39,073</u>	<u>20,437</u>	<u>127,647</u>
<b>Direct Vessel Profit</b>	<u>\$ 4,255</u>	<u>\$ 14,195</u>	<u>\$ 1,033</u>	<u>\$ 12,269</u>	<u>31,752</u>
Other Costs and Expenses:					
Lease expense	\$ 860	\$ 1,313	\$ 104	\$ 959	3,236
Administrative and general					30,112
Depreciation and amortization	13,532	10,025	12,548	6,228	42,333
					<u>75,681</u>
Gains on asset dispositions and impairments, net					381
Operating loss					<u>\$ (43,548)</u>
<b>As of September 30, 2022</b>					
Property and Equipment:					
Historical cost	\$ 259,472	\$ 247,967	\$ 305,880	\$ 179,104	\$ 992,423
Accumulated depreciation	(122,340)	(80,069)	(91,906)	(27,583)	(321,898)
	<u>\$ 137,132</u>	<u>\$ 167,898</u>	<u>\$ 213,974</u>	<u>\$ 151,521</u>	<u>\$ 670,525</u>
Total Assets <sup>(1)</sup>	<u>\$ 177,463</u>	<u>\$ 187,495</u>	<u>\$ 231,165</u>	<u>\$ 167,021</u>	<u>\$ 763,144</u>

<sup>(1)</sup> Total assets by region does not include corporate assets of \$79.8 million as of September 30, 2022.

<sup>(2)</sup> In the second quarter of 2022, the Company removed from service one specialty vessel in this region. Regional statistics reflect the removed from service status of this vessel.

For additional information, the following tables summarize the worldwide operating results and property and equipment for each of the Company's vessel classes for the periods indicated (in thousands, except statistics):

	AHTS <sup>(1)</sup>	FSV <sup>(2)</sup>	PSV <sup>(3)</sup>	Liftboats	Other activity	Total
<b>For the Three Months Ended September 30, 2023</b>						
Time Charter Statistics:						
Average Rates Per Day	\$ 9,947	\$ 11,441	\$ 19,528	\$ 39,419	\$ —	\$ 18,046
Fleet Utilization	50 %	79 %	78 %	59 %	— %	73 %
Fleet Available Days	368	2,116	1,870	828	—	5,182
Operating Revenues:						
Time charter	\$ 1,831	\$ 19,135	\$ 28,580	\$ 19,122	\$ —	\$ 68,668
Bareboat charter	—	—	368	—	—	368
Other marine services	818	157	149	4,538	876	6,538
	<u>2,649</u>	<u>19,292</u>	<u>29,097</u>	<u>23,660</u>	<u>876</u>	<u>75,574</u>
Direct Costs and Expenses:						
Operating:						
Personnel	1,019	5,144	8,793	4,983	4	19,943
Repairs and maintenance	484	2,787	2,504	1,643	—	7,418
Drydocking	747	870	232	(81)	—	1,768
Insurance and loss reserves	88	185	682	1,148	(270)	1,833
Fuel, lubes and supplies	428	1,501	2,352	766	—	5,047
Other	266	1,057	1,214	273	(3)	2,807
	<u>3,032</u>	<u>11,544</u>	<u>15,777</u>	<u>8,732</u>	<u>(269)</u>	<u>38,816</u>
Other Costs and Expenses:						
Lease expense	\$ 331	\$ —	\$ —	\$ —	\$ 320	651
Administrative and general						12,300
Depreciation and amortization	249	5,002	4,073	4,099	39	13,462
						<u>26,413</u>
Losses on asset dispositions and impairments, net						<u>(512)</u>
Operating income						<u>\$ 9,833</u>

(1) Anchor handling towing supply vessels ("AHTS").

(2) Fast support vessels ("FSVs").

(3) Platform support vessels ("PSVs").

	AHTS	FSV	PSV	Liftboats	Other activity	Total
<b>For the Nine Months Ended September 30, 2023</b>						
Time Charter Statistics:						
Average Rates Per Day	\$ 9,278	\$ 11,110	\$ 17,415	\$ 36,595	\$ —	\$ 15,852
Fleet Utilization	72 %	87 %	76 %	49 %	— %	76 %
Fleet Available Days	1,123	6,279	5,490	2,457	—	15,349
Operating Revenues:						
Time charter	\$ 7,508	\$ 60,870	\$ 72,838	\$ 43,671	\$ —	\$ 184,887
Bareboat charter	—	—	1,092	—	—	1,092
Other marine services	532	(738)	1,008	12,669	2,988	16,459
	<u>8,040</u>	<u>60,132</u>	<u>74,938</u>	<u>56,340</u>	<u>2,988</u>	<u>202,438</u>
Direct Costs and Expenses:						
Operating:						
Personnel	3,083	15,088	26,380	15,116	23	59,690
Repairs and maintenance	886	5,788	8,977	3,614	(43)	19,222
Drydocking	1,298	2,340	853	(373)	(81)	4,037
Insurance and loss reserves	234	856	1,522	4,473	(73)	7,012
Fuel, lubes and supplies	1,096	3,991	6,807	1,604	6	13,504
Other	756	3,240	4,368	546	16	8,926
	<u>7,353</u>	<u>31,303</u>	<u>48,907</u>	<u>24,980</u>	<u>(152)</u>	<u>112,391</u>
Other Costs and Expenses:						
Lease expense	\$ 994	\$ —	\$ —	\$ —	\$ 1,075	2,069
Administrative and general						37,636
Depreciation and amortization	845	14,900	12,407	12,528	119	40,799
						<u>80,504</u>
Gains on asset dispositions and impairments, net						3,352
Operating income						<u>\$ 12,895</u>
<b>As of September 30, 2023</b>						
Property and Equipment:						
Historical cost	\$ 12,669	\$ 358,621	\$ 301,523	\$ 244,529	\$ 19,178	\$ 936,520
Accumulated depreciation	(4,959)	(144,869)	(49,088)	(101,014)	(18,619)	(318,549)
	<u>\$ 7,710</u>	<u>\$ 213,752</u>	<u>\$ 252,435</u>	<u>\$ 143,515</u>	<u>\$ 559</u>	<u>\$ 617,971</u>
	AHTS	FSV	PSV	Liftboats	Other activity	Total
<b>For the Three Months Ended September 30, 2022</b>						
Time Charter Statistics:						
Average Rates Per Day	\$ 8,848	\$ 9,907	\$ 13,772	\$ 27,447	\$ —	\$ 13,340
Fleet Utilization	67 %	90 %	78 %	65 %	— %	79 %
Fleet Available Days	552	2,116	1,840	828	—	5,336
Operating Revenues:						
Time charter	\$ 3,256	\$ 18,837	\$ 19,687	\$ 14,720	\$ —	\$ 56,500
Bareboat charter	—	—	332	—	—	332
Other marine services	(183)	(15)	720	1,421	1,016	2,959
	<u>3,073</u>	<u>18,822</u>	<u>20,739</u>	<u>16,141</u>	<u>1,016</u>	<u>59,791</u>
Direct Costs and Expenses:						
Operating:						
Personnel	1,022	5,289	8,427	5,419	(5)	20,152
Repairs and maintenance	304	2,738	2,839	1,560	(64)	7,377
Drydocking	28	656	1,025	3,337	—	5,046
Insurance and loss reserves	150	410	734	1,552	4	2,850
Fuel, lubes and supplies	399	1,572	2,038	1,408	(1)	5,416
Other	228	1,284	1,275	387	(9)	3,165
	<u>2,131</u>	<u>11,949</u>	<u>16,338</u>	<u>13,663</u>	<u>(75)</u>	<u>44,006</u>
Other Costs and Expenses:						
Lease expense	\$ 450	\$ —	\$ 332	\$ —	\$ 386	1,168
Administrative and general						9,978
Depreciation and amortization	494	4,972	3,810	4,429	49	13,754
						<u>24,900</u>
Losses on asset dispositions and impairments, net						(1,783)
Operating loss						<u>\$ (10,898)</u>

	AHTS	FSV	PSV	Liftboats	Other activity <sup>(1)</sup>	Total
<b>For the Nine Months Ended September 30, 2022</b>						
Time Charter Statistics:						
Average Rates Per Day	\$ 8,881	\$ 9,264	\$ 13,165	\$ 25,149	\$ —	\$ 12,305
Fleet Utilization	66 %	85 %	79 %	52 %	— %	75 %
Fleet Available Days	1,638	6,402	5,460	2,457	90	16,047
Operating Revenues:						
Time charter	\$ 9,635	\$ 50,262	\$ 56,493	\$ 32,355	\$ —	\$ 148,745
Bareboat charter	—	—	998	—	—	998
Other marine services	(486)	(443)	1,339	6,167	3,079	9,656
	<u>9,149</u>	<u>49,819</u>	<u>58,830</u>	<u>38,522</u>	<u>3,079</u>	<u>159,399</u>
Direct Costs and Expenses:						
Operating:						
Personnel	3,208	15,239	24,509	13,969	8	56,933
Repairs and maintenance	1,163	6,996	9,724	4,704	(39)	22,548
Drydocking	(9)	1,732	2,295	12,475	—	16,493
Insurance and loss reserves	159	1,042	1,713	4,315	(648)	6,581
Fuel, lubes and supplies	758	4,303	5,173	3,243	18	13,495
Other	1,102	4,536	4,254	1,686	19	11,597
	<u>6,381</u>	<u>33,848</u>	<u>47,668</u>	<u>40,392</u>	<u>(642)</u>	<u>127,647</u>
Other Costs and Expenses:						
Lease expense	\$ 1,349	\$ —	\$ 777	\$ —	\$ 1,110	3,236
Administrative and general						30,112
Depreciation and amortization	1,483	14,927	11,381	14,263	279	42,333
						<u>75,681</u>
Gains on asset dispositions and impairments, net						381
Operating loss						<u>\$ (43,548)</u>
<b>As of September 30, 2022</b>						
Property and Equipment:						
Historical cost	\$ 27,838	\$ 355,116	\$ 282,599	\$ 290,528	\$ 36,342	\$ 992,423
Accumulated depreciation	(18,396)	(126,048)	(32,103)	(123,779)	(21,572)	(321,898)
	<u>\$ 9,442</u>	<u>\$ 229,068</u>	<u>\$ 250,496</u>	<u>\$ 166,749</u>	<u>\$ 14,770</u>	<u>\$ 670,525</u>

<sup>(1)</sup> In the second quarter of 2022, the Company removed from service one specialty vessel. Other activity statistics reflect the removed from service status of this vessel.

**Fleet Counts.** The Company's fleet count as of September 30, 2023 and December 31, 2022 was as follows:

	Owned	Leased-in	Managed	Total
<b>September 30, 2023</b>				
AHTS	3	1	—	4
FSV	23	—	2	25
PSV	21	—	—	21
Liftboats	9	—	—	9
	<u>56</u>	<u>1</u>	<u>2</u>	<u>59</u>
<b>December 31, 2022</b>				
AHTS	3	2	—	5
FSV	22	1	2	25
PSV	21	—	—	21
Liftboats	9	—	—	9
	<u>55</u>	<u>3</u>	<u>2</u>	<u>60</u>

## Operating Income (Loss)

**United States, primarily Gulf of Mexico.** For the three and nine months ended September 30, 2023 and 2022 the Company's time charter statistics and direct vessel profit in the U.S. were as follows (in thousands, except statistics):

	For the Three Months Ended September 30,				For the Nine Months Ended September 30,							
	2023		2022		2023		2022					
<b>Time Charter Statistics:</b>												
Rates Per Day Worked:												
AHTS	\$	—	\$	—	\$	—	\$	—				
FSV		9,741		12,135		9,564		11,427				
PSV		14,515		16,343		14,427		15,944				
Liftboats		37,537		27,134		32,969		23,693				
Overall		23,663		21,551		20,317		18,806				
Utilization:												
AHTS		—%		—%		—%		—%				
FSV		50%		56%		57%		47%				
PSV		90%		71%		59%		68%				
Liftboats		47%		71%		32%		51%				
Overall		57%		58%		43%		47%				
Available Days:												
AHTS		—		184		31		546				
FSV		276		276		819		819				
PSV		276		276		645		819				
Liftboats		644		627		1,796		1,771				
Overall		1,196		1,363		3,291		3,955				
Operating revenues:												
Time charter	\$	16,236	75%	\$	17,075	89%	\$	28,921	70%	\$	34,698	84%
Other marine services		5,444	25%		2,161	11%		12,279	30%		6,612	16%
		21,680	100%		19,236	100%		41,200	100%		41,310	100%
Direct operating expenses:												
Personnel		6,712	31%		7,243	38%		19,204	47%		17,939	43%
Repairs and maintenance		1,560	7%		2,002	10%		4,327	11%		4,383	11%
Drydocking		462	2%		1,549	8%		2,011	5%		8,506	21%
Insurance and loss reserves		332	2%		1,382	7%		2,455	6%		2,809	7%
Fuel, lubes and supplies		958	4%		1,143	6%		2,665	6%		2,599	6%
Other		341	2%		314	2%		899	2%		819	2%
		10,365	48%		13,633	71%		31,561	77%		37,055	90%
Direct Vessel Profit	\$	11,315	52%	\$	5,603	29%	\$	9,639	23%	\$	4,255	10%

### **Current Year Quarter compared with Prior Year Quarter**

**Operating Revenues.** Charter revenues were \$0.8 million lower in the Current Year Quarter compared with the Prior Year Quarter due to decreased utilization of the vessels included in the results of this region in both comparative periods (as applicable to each region, the "Regional Core Fleet"). Other marine services were \$3.3 million higher primarily due to business interruption insurance revenue and higher vessel mobilization revenues. As of September 30, 2023, the Company had two of 13 owned and leased-in vessels (one liftboat and one FSV) cold-stacked in this region compared with two of 14 vessels (one AHTS and one liftboat) as of September 30, 2022. In addition, the Company had one vessel classified as held for sale in this region as of September 30, 2023.

**Direct Operating Expenses.** Direct operating expenses were \$3.3 million lower in the Current Year Quarter compared with the Prior Year Quarter for the Regional Core Fleet primarily due to the timing of drydocking, repairs, insurance and other related expenditures.

## Current Year Nine Months compared with Prior Year Nine Months

**Operating Revenues.** Charter revenues were \$5.8 million lower in the Current Year Nine Months compared with the Prior Year Nine Months. Charter revenues were \$3.3 million lower due to decreased utilization for the Regional Core Fleet and \$2.5 million lower due to the repositioning of vessels between geographic regions. Other marine services were \$5.7 million higher primarily due to business interruption insurance revenue and higher mobilization revenues.

**Direct Operating Expenses.** Direct operating expenses were \$5.5 million lower in the Current Year Nine Months compared with the Prior Year Nine Months. Direct operating expenses were \$2.6 million lower due to the repositioning of vessels between geographic regions, \$2.4 million lower for the Regional Core Fleet primarily due to the timing of drydocking and certain repair expenditures, and \$0.5 million lower due to net asset dispositions.

**Africa and Europe.** For the three and nine months ended September 30, 2023 and 2022 the Company's time charter statistics and direct vessel profit in Africa and Europe were as follows (in thousands, except statistics):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2023	2022	2023	2022
<b>Time Charter Statistics:</b>				
Rates Per Day Worked:				
AHTS	\$ 10,195	\$ 9,917	\$ 10,190	\$ 9,953
FSV	12,524	11,378	12,746	10,690
PSV	22,303	14,020	19,533	12,956
Overall	15,388	11,813	14,417	11,089
<b>Utilization:</b>				
AHTS	67%	100%	80%	99%
FSV	88%	98%	93%	87%
PSV	86%	76%	84%	75%
Overall	84%	91%	88%	86%
<b>Available Days:</b>				
AHTS	276	276	819	819
FSV	920	828	2,730	2,580
PSV	552	525	1,638	1,296
Overall	<u>1,748</u>	<u>1,629</u>	<u>5,187</u>	<u>4,695</u>
<b>Operating revenues:</b>				
Time charter	\$ 22,528	97%	\$ 17,551	100%
Other marine services	815	3%	60	0%
	<u>23,343</u>	<u>100%</u>	<u>17,611</u>	<u>100%</u>
			<u>64,882</u>	<u>100%</u>
			<u>45,277</u>	<u>100%</u>
<b>Direct operating expenses:</b>				
Personnel	5,089	22%	4,694	27%
Repairs and maintenance	2,214	9%	2,110	12%
Drydocking	320	1%	383	2%
Insurance and loss reserves	573	3%	359	2%
Fuel, lubes and supplies	2,573	11%	2,284	13%
Other	1,320	6%	1,580	9%
	<u>12,089</u>	<u>52%</u>	<u>11,410</u>	<u>65%</u>
			<u>34,766</u>	<u>54%</u>
Direct Vessel Profit	<u>\$ 11,254</u>	<u>48%</u>	<u>\$ 6,201</u>	<u>35%</u>
			<u>\$ 30,116</u>	<u>46%</u>
			<u>\$ 14,195</u>	<u>31%</u>

### **Current Year Quarter compared with Prior Year Quarter**

*Operating Revenues.* Charter revenues were \$5.0 million higher in the Current Year Quarter compared with the Prior Year Quarter. Charter revenues were \$2.9 million higher for the Regional Core Fleet primarily as a result of increased day rates and \$2.1 million higher due to the repositioning of vessels between geographic regions. Other marine services were \$0.8 million higher primarily due to the recognition of previously deferred revenue partially offset by higher commission charges. As of September 30, 2023, the Company had no owned or leased-in vessels cold-stacked in this region. In addition, the Company had one vessel classified as held for sale in this region as of September 30, 2023.

*Direct Operating Expenses.* Direct operating expenses were \$0.7 million higher in the Current Year Quarter compared with the Prior Year Quarter. Direct operating expenses were \$0.3 million higher for the Regional Core Fleet and \$0.5 million higher due to the repositioning of vessels between geographic regions partially offset by a \$0.1 million decrease due to net asset dispositions.

### **Current Year Nine Months compared with Prior Year Nine Months**

*Operating Revenues.* Charter revenues were \$21.2 million higher in the Current Year Nine Months compared with the Prior Year Nine Months. Charter revenues were \$11.5 million higher due to the repositioning of vessels between geographic regions and \$10.4 million higher for the Regional Core Fleet as a result of increased day rates and utilization partially offset by a \$0.7 million decrease due to net asset dispositions. Other marine services were \$1.6 million lower primarily due to higher commission charges.

*Direct Operating Expenses.* Direct operating expenses were \$3.7 million higher in the Current Year Nine Months compared with the Prior Year Nine Months primarily due to the repositioning of vessels between geographic regions.

**Middle East and Asia.** For the three and nine months ended September 30, 2023 and 2022 the Company's time charter statistics and direct vessel profit (loss) in the Middle East and Asia were as follows (in thousands, except statistics):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,					
	2023	2022	2023	2022				
<b>Time Charter Statistics:</b>								
Rates Per Day Worked:								
AHTS	\$ —	\$ 5,643	\$ 5,429	\$ 5,660				
FSV	9,077	8,223	8,904	7,763				
PSV	13,073	7,906	10,147	8,861				
Liftboats	42,500	29,000	42,499	29,000				
Overall	16,313	9,507	14,240	9,694				
Utilization:								
AHTS	—%	100%	57%	99%				
FSV	74%	91%	91%	92%				
PSV	56%	63%	54%	72%				
Liftboats	100%	50%	97%	61%				
Overall	67%	79%	78%	81%				
Available Days:								
AHTS	92	92	273	273				
FSV	736	828	2,184	2,457				
PSV	460	460	1,365	1,649				
Liftboats	184	184	546	546				
Specialty <sup>(1)</sup>	—	—	—	90				
Overall	1,472	1,564	4,368	5,015				
<b>Operating revenues:</b>								
Time charter	\$ 16,087	99%	\$ 11,712	97%	\$ 48,678	94%	\$ 39,278	98%
Other marine services	103	1%	319	3%	3,318	6%	828	2%
	16,190	100%	12,031	100%	51,996	10%	40,106	100%
<b>Direct operating expenses:</b>								
Personnel	5,157	32%	5,384	45%	15,264	29%	17,106	43%
Repairs and maintenance	2,623	16%	1,776	15%	4,519	9%	6,153	15%
Drydocking	1,056	6%	3,113	26%	(723)	(1)%	6,325	16%
Insurance and loss reserves	711	4%	762	6%	2,616	5%	2,017	5%
Fuel, lubes and supplies	743	5%	1,426	12%	2,310	4%	3,754	9%
Other	779	5%	878	7%	2,340	5%	3,718	9%
	11,069	68%	13,339	111%	26,326	51%	39,073	97%
Direct Vessel Profit (Loss)	\$ 5,121	32%	\$ (1,308)	(11)%	\$ 25,670	49%	\$ 1,033	3%

<sup>(1)</sup> In the second quarter of 2022, the Company removed from service one specialty vessel in this region. Specialty statistics reflect the removed from service status of this vessel.

### **Current Year Quarter compared with Prior Year Quarter**

**Operating Revenues.** Charter revenues were \$4.4 million higher in the Current Year Quarter compared with the Prior Year Quarter. Charter revenues were \$4.6 million higher for the Regional Core Fleet as a result of increased liftboat day rates and utilization and \$0.2 million lower due to the repositioning of vessels between geographic regions. As of September 30, 2023, the Company had no owned or leased-in vessels cold-stacked in this region.

**Direct Operating Expenses.** Direct operating expenses were \$2.3 million lower in the Current Year Quarter compared with the Prior Year Quarter. Direct operating expenses were \$1.4 million lower for the Regional Core Fleet, primarily due to insurance reimbursements related to drydocking expenditures expensed in prior periods, and \$ 0.9 lower due to the repositioning of vessels between geographic regions.

## Current Year Nine Months compared with Prior Year Nine Months

**Operating Revenues.** Charter revenues were \$9.4 million higher in the Current Year Nine Months compared with the Prior Year Nine Months. Charter revenues were \$14.1 million higher for the Regional Core Fleet as a result of increased liftboat day rates and utilization and \$4.7 million lower due to the repositioning of vessels between geographic regions. Other marine services were \$2.5 million higher primarily due to business interruption insurance revenue.

**Direct Operating Expenses.** Direct operating expenses were \$12.7 million lower in the Current Year Nine Months compared with the Prior Year Nine Months. Direct operating expenses were \$7.5 million lower for the Regional Core Fleet, primarily due to insurance reimbursements related to drydocking expenditures expensed in prior periods, and \$5.2 million lower due to the repositioning of vessels between geographic regions.

**Latin America (Brazil, Mexico, Central and South America).** For the three and nine months ended September 30, 2023 and 2022 the Company's time charter statistics and direct vessel profit in Latin America were as follows (in thousands, except statistics):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,					
	2023	2022	2023	2022				
<b>Time Charter Statistics:</b>								
Rates Per Day Worked:								
FSV	\$ 14,950	\$ 8,421	\$ 13,124	\$ 8,061				
PSV	22,822	15,797	19,556	15,527				
Liftboats	—	24,901	24,450	25,801				
Overall	20,656	14,010	18,393	13,927				
<b>Utilization:</b>								
FSV	10 0%	97%	87%	96%				
PSV	83%	94%	92%	93%				
Liftboats	—%	10%	75%	34%				
Overall	87%	93%	90%	90%				
<b>Available Days:</b>								
FSV	184	184	546	546				
PSV	582	579	1,842	1,696				
Liftboats	—	17	115	140				
Overall	766	780	2,503	2,382				
<b>Operating revenues:</b>								
Time charter	\$ 13,817	96%	\$ 10,162	93%	\$ 41,350	93%	\$ 30,008	92%
Bareboat charter	368	3%	332	3%	1,092	2%	998	3%
Other marine services	176	1%	419	4%	1,918	4%	1,700	5%
	10	0%	10,913	100%	44,360	100%	32,706	100%
<b>Direct operating expenses:</b>								
Personnel	2,985	21%	2,831	26%	10,795	24%	10,132	31%
Repairs and maintenance	1,021	7%	1,489	14%	3,559	8%	5,685	17%
Drydocking	(70)	(0)%	1	0%	1,101	3%	1	0%
Insurance and loss reserves	217	2%	347	3%	630	1%	943	3%
Fuel, lubes and supplies	773	5%	563	5%	2,322	5%	1,895	6%
Other	367	2%	393	4%	1,331	3%	1,781	5%
	5,293	37%	5,624	52%	19,738	44%	20,437	62%
<b>Direct Vessel Profit</b>	<b>\$ 9,068</b>	<b>63%</b>	<b>\$ 5,289</b>	<b>48%</b>	<b>\$ 24,622</b>	<b>56%</b>	<b>\$ 12,269</b>	<b>38%</b>

### **Current Year Quarter compared with Prior Year Quarter**

*Operating Revenues.* Charter revenues were \$3.7 million higher in the Current Year Quarter compared with the Prior Year Quarter, primarily due to increased day rates for the Regional Core Fleet. As of September 30, 2023, the Company had no owned or leased-in vessels cold-stacked in this region.

*Direct Operating Expenses.* Direct operating expenses were \$0.3 million lower in the Current Year Quarter compared with the Prior Year Quarter primarily due to the timing of certain repair expenditures.

### **Current Year Nine Months compared with Prior Year Nine Months**

*Operating Revenues.* Charter revenues were \$11.4 million higher in the Current Year Nine Months compared with the Prior Year Nine Months. Charter revenues were \$7.5 million higher for the Regional Core Fleet as a result of increased day rates and \$3.9 million higher due to the repositioning of vessels between geographic regions.

*Direct Operating Expenses.* Direct operating expenses were \$0.7 million lower in the Current Year Nine Months compared with the Prior Year Nine Months primarily due to the timing of certain repair expenditures.

### **Other Operating Expenses**

*Lease Expense.* Leased-in equipment expense for the Current Year Quarter and Current Year Nine Months was \$0.5 million lower and \$1.2 million lower compared with the Prior Year Quarter and Prior Year Nine Months primarily due to the impairment of one leased-in vessel in 2022. Our fleet currently includes one leased in vessel compared to three in the prior year.

*Administrative and general.* Administrative and general expenses for the Current Year Quarter and Current Year Nine Months were \$2.3 million higher and \$7.5 million higher compared to the Prior Year Quarter and Prior Year Nine Months due to increases in our allowance for credit losses and increases in salaries and benefits expenses in the Current Year Quarter and Current Year Nine Months.

*Depreciation and amortization.* Depreciation and amortization expense for the Current Year Quarter and Current Year Nine Months were \$0.3 million lower and \$1.5 million lower compared to the Prior Year Quarter and Prior Year Nine Months primarily due to net fleet changes.

**Gains (Losses) on Asset Dispositions and Impairments, Net.** There were no vessel sales during the Current Year Quarter. The Company recognized impairment charges of \$0.3 million for one AHTS to adjust for indicative future cash flows. During the Prior Year Quarter, the Company sold one AHTS in exchange for the remaining equity interests in SEACOR Marlin LLC and recorded a gain on the sale of MexMar, OVH and other assets of \$0.8 million. In addition, the Company recorded impairment charges of \$1.2 million for one leased-in AHTS as it was not expected to return to active service during its remaining lease term. Additionally, the Company recorded impairment charges of \$1.3 million for other equipment, classified as assets held for sale during the third quarter of 2022, which was subsequently sold in the first quarter of 2023.

During the Current Year Nine Months, the Company sold three liftboats, one specialty vessel, previously removed from service, and other equipment, previously classified as held for sale, as well as other equipment not previously classified as such, for net cash proceeds of \$8.0 million, after transaction costs, and a gain of \$2.7 million. In addition, the Company recognized impairment charges of \$0.3 million for one AHTS to adjust for indicative future cash flows. During the Prior Year Nine Months, the Company sold one FSV, one liftboat, previously removed from service, office space, and other equipment for net cash proceeds of \$6.7 million, after transaction costs, and a gain of \$2.2 million, which included impairment charges of \$0.9 million for the FSV classified as held for sale during the first quarter of 2022 and sold during the second quarter of 2022. Also, the Company sold one AHTS in exchange for the remaining equity interests in SEACOR Marlin LLC and recorded a gain on the sale of MexMar, OVH and other assets of \$0.8 million.

In addition, during the Prior Year Nine Months, the Company recorded impairment charges of \$1.2 million for one leased-in AHTS as it was not expected to return to active service during its remaining lease term. Additionally, the Company recorded impairment charges of \$1.3 million for other equipment, classified as assets held for sale during the third quarter of 2022, which was subsequently sold in the first quarter of 2023.

### Other Income (Expense), Net

For the three and nine months ended September 30, 2023 and 2022, the Company's other income (expense) was as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Other Income (Expense):				
Interest income	\$ 340	\$ (123)	\$ 1,222	\$ 96
Interest expense	(9,536)	(7,634)	(27,060)	(21,250)
Loss on debt extinguishment	(2,004)	—	(2,004)	—
Derivative gains, net	—	1	—	—
Foreign currency gains (losses), net	571	2,314	(857)	4,305
Other, net	—	659	—	618
	<u>\$ (10,629)</u>	<u>\$ (4,783)</u>	<u>\$ (28,699)</u>	<u>\$ (16,231)</u>

**Interest income.** Interest income for the Current Year Quarter and Current Year Nine Months compared with the Prior Year Quarter and Prior Year Nine Months was higher due to interest received for the loan due from MexMar.

**Interest expense.** Interest expense was higher in the Current Year Quarter and Current Year Nine Months compared with the Prior Year Quarter and Prior Year Nine Months primarily due to a higher interest rate on the 2018 SEACOR Marine Foreign Holdings Credit Facility, a higher interest rate due to the refinancing of the 2018 SEACOR Marine Foreign Holdings Credit Facility with the 2023 SEACOR Marine Foreign Holdings Credit Facility, a higher interest rate due to the exchange of the Old Convertible Notes for the Guaranteed Notes and the New Convertible Notes, and higher interest rates on variable rate debt as a result of the interest rate environment.

**Loss on debt extinguishment.** Loss on debt extinguishment was higher in the Current Year Quarter and Current Year Nine Months compared with the Prior Year Quarter and Prior Year Nine Months due to the exchange of the 2018 SEACOR Marine Foreign Holdings Credit Facility for the 2023 SEACOR Marine Foreign Holdings Credit Facility. See “Note 5. Long-Term Debt” to the Unaudited Consolidated Financial Statements included in Part I. Item 1. “Financial Statements” elsewhere in this Quarterly Report on Form 10-Q.

**Derivative gains, net.** Net derivative losses for the Current Year Quarter and Current Year Nine Months compared with the Prior Year Quarter and Prior Year Nine Months decreased due to the Company no longer having a conversion option liability.

**Foreign currency gains (losses), net.** Foreign currency losses for the Current Year Quarter and Current Year Nine Months compared to foreign currency gains for the Prior Year Quarter and Prior Year Nine Months was primarily due to various changes in foreign currencies.

## Income Tax Expense

During the nine months ended September 30, 2023, the Company’s effective income tax rate of 15.32% was primarily due to foreign taxes paid that are not creditable against U.S. income taxes.

## Equity in Earnings of 50% or Less Owned Companies

Equity in earnings of 50% or less owned companies for the Current Year Quarter compared with the Prior Year Quarter were \$2.5 million higher and earnings for the Current Year Nine Months compared with the Prior Year Nine Months were \$2.7 million lower due to the following changes in equity earnings (losses) (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
MexMar	\$ —	\$ (1,689)	\$ —	\$ 2,133
SEACOR Arabia	2,063	142	2,878	493
Offshore Vessel Holdings	—	929	—	2,571
Other	210	364	304	638
	<u>\$ 2,273</u>	<u>\$ (254)</u>	<u>\$ 3,182</u>	<u>\$ 5,835</u>

**MexMar, OVH and SEACOR Marlin.** On September 29, 2022, each of the Framework Agreement Transactions were consummated. As a result, the Company no longer owns any equity interest in either MexMar or in OVH, and the Company owns all of the equity interests in SEACOR Marlin LLC. As a result, the Company expects its equity in earnings of 50% or less owned companies not to be significant in future periods.

## Liquidity and Capital Resources

### General

The Company’s ongoing liquidity requirements arise primarily from working capital needs, capital commitments and its obligations to service outstanding debt and comply with covenants under its debt facilities. The Company may use its liquidity to fund capital expenditures, make acquisitions or to make other investments. Sources of liquidity are cash balances, construction reserve funds, cash flows from operations and collections of our short-term note receivable. From time to time, the Company may secure additional liquidity through asset sales or the issuance of debt, shares of Common Stock or common stock of its subsidiaries, preferred stock or a combination thereof.

As of September 30, 2023, the Company held balances of cash, cash equivalents and restricted cash totaling \$58.6 million. As of September 30, 2022, the Company held balances of cash, cash equivalents and restricted cash totaling \$50.8 million.

As of September 30, 2023, the Company had outstanding debt of \$319.8 million, net of debt discount and issue costs. The Company's contractual long-term debt maturities as of September 30, 2023, are as follows (in thousands):

	<b>Actual</b>
Remainder 2023	\$ 6,173
2024	28,365
2025	28,605
2026	152,405
2027	27,165
Years subsequent to 2027	116,483
	<u>\$ 359,196</u>

As of September 30, 2023, the Company had unfunded capital commitments of \$1.0 million for miscellaneous vessel equipment payable during 2024. The Company has indefinitely deferred an additional \$9.2 million of orders with respect to one FSV that the Company had previously reported as unfunded capital commitments.

### Summary of Cash Flows

The following is a summary of the Company's cash flows for the nine months ended September 30, 2023 and 2022 (in thousands):

	<b>Nine Months Ended September 30,</b>	
	<b>2023</b>	<b>2022</b>
Cash flows provided by or (used in):		
Operating Activities	\$ 10,430	\$ (11,840)
Investing Activities	16,078	52,932
Financing Activities	(10,919)	(31,500)
Effects of Exchange Rate Changes on Cash, Restricted Cash and Cash Equivalents	2	(2)
Net Change in Cash, Restricted Cash and Cash Equivalents	<u>\$ 15,591</u>	<u>\$ 9,590</u>

## Operating Activities

Cash flows provided by operating activities increased by \$22.3 million in the Current Year Nine Months compared with the Prior Year Nine Months primarily due to increases in day rates and utilization offset by changes in working capital. The components of cash flows provided by and/or used in operating activities during the Current Year Nine Months and Prior Year Nine Months were as follows (in thousands):

	Nine Months Ended September 30,	
	2023	2022
DVP:		
United States, primarily Gulf of Mexico	\$ 9,639	\$ 4,255
Africa and Europe	30,116	14,195
Middle East and Asia	25,670	1,033
Latin America	24,622	12,269
Operating, leased-in equipment	(1,805)	(1,656)
Administrative and general (excluding provisions for bad debts and amortization of share awards)	(29,893)	(26,258)
Other, net (excluding non-cash losses)	—	618
Dividends received from 50% or less owned companies	2,075	2,983
	<u>60,424</u>	<u>7,439</u>
Changes in operating assets and liabilities before interest and income taxes	(29,017)	(5,193)
Cash settlements on derivative transactions, net	577	(782)
Interest paid, excluding capitalized interest <sup>(1)</sup>	(21,046)	(14,286)
Interest received	1,222	96
Income taxes (paid) refunded, net	(1,730)	886
Total cash flows provided by (used in) operating activities	<u>\$ 10,430</u>	<u>\$ (11,840)</u>

<sup>(1)</sup> During the Current Year Nine Months and the Prior Year Nine Months, the Company paid no capitalized interest.

For a detailed discussion of the Company's financial results for the reported periods, see "Consolidated Results of Operations" included above. Changes in operating assets and liabilities before interest and income taxes are the result of the Company's working capital requirements.

## Investing Activities

During the Current Year Nine Months, net cash provided by investing activities was \$16.1 million, primarily as a result of the following:

- capital expenditures were \$7.0 million;
- the Company sold three liftboats, one specialty vessel, previously removed from service, and other equipment, previously classified as held for sale, as well as other equipment not previously classified as such, for net cash proceeds of \$8.0 million, after transaction costs, and a gain of \$2.7 million; and
- the Company received \$15.0 million of principal payments under the MexMar Third A&R Facility Agreement. This facility has now been repaid in full.

During the Prior Year Nine Months, net cash provided by investing activities was \$52.9 million, primarily as a result of the following:

- capital expenditures were \$0.3 million;
- the Company sold one FSV, one liftboat, previously removed from service, office space, and other equipment for net cash proceeds of \$6.7 million, after transaction costs, and a gain of \$2.2 million;
- the Company received \$0.5 million from investments in, and advances to, its 50% or less owned companies for principal payments on notes receivables;
- the Company received \$66.0 million of cash proceeds from the sale of investments in, and advances to, its 50% or less owned companies in the Framework Agreement Transactions; and

- the Company deployed \$28.8 million to acquire the loans under the MexMar Original Facility Agreement and received \$8.8 million of principal payments under such loan.

### **Financing Activities**

During the Current Year Nine Months, net cash used in financing activities was \$10.9 million, primarily as a result of the following:

- the Company made scheduled payments on long-term debt and other obligations of \$23.0 million;
- the Company made payments on debt extinguishment of \$131.6 million;
- the Company made payments on debt extinguishment costs of \$1.8 million;
- the Company received proceeds from the issuance of long-term debt of \$148.4 million;
- the Company made payments on finance leases of \$0.5 million; and
- the Company made payments on tax withholdings for restricted stock vesting and director share awards of \$2.4 million.

During the Prior Year Nine Months, net cash used in financing activities was \$31.5 million primarily as a result of the following:

- the Company made scheduled payments on long-term debt and other obligations of \$30.7 million;
- the Company received \$0.2 million proceeds from the exercise of stock options;
- the Company made payments on finance leases of \$0.2 million; and
- the Company made payments on tax withholdings for restricted stock vesting and director share awards of \$0.7 million.

### **Short and Long-Term Liquidity Requirements**

The Company believes that a combination of cash balances on hand, cash generated from operating activities, collections of our short-term note receivable and access to the credit and capital markets will provide sufficient liquidity to meet its obligations, including to support its capital expenditures program, working capital needs, debt service requirements and covenant compliance over the short to long term. The Company continually evaluates possible acquisitions and dispositions of certain businesses and assets. The Company's sources of liquidity may be impacted by the general condition of the markets in which it operates and the broader economy as a whole, which may limit its access to or the availability of the credit and capital markets on acceptable terms. Management continuously monitors the Company's liquidity and compliance with covenants in its credit facilities.

#### **Note Receivable**

For a discussion of the Company's short-term note receivable agreement see "Note 2. Note Receivable" in the unaudited consolidated financial statements included in Part I. Item 1. "Financial Statements" elsewhere in this Quarterly Report on Form 10-Q.

#### **Debt Securities and Credit Agreements**

For a discussion of the Company's debt securities and credit agreements, see "Note 5. Long-Term Debt" in the unaudited consolidated financial statements included in Part I. Item 1. "Financial Statements" elsewhere in this Quarterly Report on Form 10-Q and in "Note 8. Long-Term Debt" in the Company's audited consolidated

financial statements included in its 2022 Annual Report. Other than as set forth below, there has not been any material changes to the agreements governing the Company's long-term debt during the period.

**2023 SEACOR Marine Foreign Holdings Credit Facility.** On September 8, 2023, SEACOR Marine, as parent guarantor, SMFH, as borrower, and certain other wholly-owned subsidiaries of SEACOR Marine, as subsidiary guarantors, entered into a credit agreement providing for a \$122.0 million senior secured term loan (the "2023 SEACOR Marine Foreign Holdings Credit Facility" and such agreement, the "2023 SMFH Credit Agreement") with certain affiliates of EnTrust Global, as lenders, Kroll Agency Services, Limited, as facility agent, and Kroll Trustee Services Limited, as security trustee.

The proceeds of the 2023 SEACOR Marine Foreign Holdings Credit Facility were used to:

(x) refinance approximately \$104.8 million of existing principal indebtedness comprised of: (a) \$61.1 million incurred under the 2018 SEACOR Marine Foreign Holdings Credit Facility, (b) \$11.0 million incurred under the SEACOR 88/888 Term Loan, (c) \$15.1 million incurred under the SEACOR Offshore OSV Credit Facility, (d) \$13.7 million incurred under the SEACOR Offshore Delta (f/k/a SEACOSCO) Acquisition Debt, and (e) \$3.9 million incurred under the Tarahumara Shipyard Financing, which payoff amount reflects a 7% discount to book value,

(y) acquire 100% ownership of the Amy Clemons McCall, a 2014 build fast support vessel, previously operated under lease and now pledged as collateral under the 2023 SEACOR Marine Foreign Holdings Credit Facility, and

(z) satisfy accrued and unpaid interest, fees, and general corporate purposes. The funds available under the 2023 SEACOR Marine Foreign Holdings Credit Facility were fully drawn on September 14, 2023.

The 2023 SEACOR Marine Foreign Holdings Credit Facility matures on September 14, 2028, with quarterly amortization of 2.5% of the initial loan advanced thereunder, with the remaining outstanding principal amount due on the maturity date. The 2023 SEACOR Marine Foreign Holdings Credit Facility bears interest at a fixed rate of 11.75% per annum.

The loan may be prepaid at any time in amounts of \$1,000,000 or greater, subject to: (a) prior to the 12-month anniversary of funding, a premium equal to the remaining unpaid interest due over the first 15 months of the loan, and (b) after the 12-month anniversary of funding and prior to the 30-month anniversary of funding, a decreasing premium ranging from 3.00% to 1.00% of the amount prepaid.

The 2023 SEACOR Marine Foreign Holdings Credit Facility contains customary covenants for financings of this type including financial maintenance and restrictive covenants, such as the aggregate collateral vessel value to the sum of the outstanding principal amounts of the loans. The 2023 SEACOR Marine Foreign Holdings Credit Facility restricts the payment of dividends and distributions and the ability of the borrower and subsidiary guarantors to make certain investments, subject to important exceptions. In addition, the 2023 SEACOR Marine Foreign Holdings Credit Facility includes customary events of default.

SEACOR Marine issued a guaranty with respect to the obligations of the Borrower under the 2023 SMFH Credit Agreement and related documents (the "2023 SMFH Credit Facility Guaranty"). The 2023 SMFH Credit Facility Guaranty includes, among other customary covenants, various financial covenants, including (A) minimum Cash and Cash Equivalents (as defined in the 2023 SMFH Credit Agreement) of the higher of \$20.0 million and 7.5% of Net Interest-Bearing Debt (as defined in the 2023 SMFH Credit Agreement), (B) minimum Equity Ratio (as defined in the 2023 SMFH Credit Agreement) of 35%, and (C) maximum Debt-to-Capitalization Ratio (as defined in the 2023 SMFH Credit Agreement) of 65%. The 2023 SMFH Credit Facility Guaranty also

restricts the payment of dividends and distributions and includes certain restrictions on the prepayment of unsecured indebtedness.

**SEACOR Alpine Credit Facility.** On September 8, 2023, SEACOR Marine entered into an amended and restated guaranty (“A&R SEACOR Alpine Credit Facility Guaranty”) with respect to the SEACOR Alpine Credit Facility. The A&R SEACOR Alpine Credit Facility Guaranty aligns the financial covenants and conditions relating to the payment of dividends and distributions reflected therein with those reflected in the 2023 SMFH Credit Facility Guaranty described above.

### **Future Cash Requirements**

For a discussion of the Company’s future cash requirements, refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources” in the Company’s 2022 Annual Report. There has been no material change in the Company’s future cash requirements since our fiscal year ended December 31, 2022, except as described in “Results of Operations - Liquidity and Capital Resources”.

### **Contingencies**

For a discussion of the Company’s contingencies, see “Note 11. Commitments and Contingencies” in the unaudited consolidated financial statements included in Part I. Item 1. “Financial Statements” elsewhere in this Quarterly Report on Form 10-Q.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

For a discussion of the Company's exposure to market risk, refer to "Quantitative and Qualitative Disclosures About Market Risk" included in the Company's 2022 Annual Report. There has been no material change in the Company's exposure to market risk during the nine months ended September 30, 2023.

### **ITEM 4. CONTROLS AND PROCEDURES**

#### **Evaluation of Disclosure Controls and Procedures**

With the participation of the Company's principal executive officer and principal financial officer, management evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of September 30, 2023. Based on their evaluation, the Company's principal executive officer and principal financial officer concluded that the Company's disclosure controls and procedures were effective as of September 30, 2023 to provide reasonable assurance that information required to be disclosed by the Company in reports filed or submitted under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the United States Securities and Exchange Commission's ("SEC") rules and forms and (ii) accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

The Company's disclosure controls and procedures have been designed to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, to allow timely decisions regarding required disclosures. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those internal control systems determined to be effective can provide only a level of reasonable assurance with respect to financial statement preparation and presentation.

#### **Changes in Internal Control Over Financial Reporting**

There have been no changes in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the Current Year Quarter that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II—OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

For a description of developments with respect to pending legal proceedings described in the Company’s 2022 Annual Report, see “Note 11. Commitments and Contingencies” included in Part I. Item 1. “Financial Statements” elsewhere in this Quarterly Report on Form 10-Q.

### ITEM 1A. RISK FACTORS

For a discussion of the Company’s risk factors, refer to “Risk Factors” included in the Company’s 2022 Annual Report. There have been no material changes in the Company’s risk factors during the Current Year Quarter.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

(a), (b) None.

(c) This table provides information with respect to purchases by the Company of shares of its Common Stock during the Current Year Quarter:

	Total Number of Shares Withheld	Average Price per Share	Total Number of Shares Purchased as Part of a Publicly Announced Plan	Maximum Number of Shares that may be Purchased Under the Plan
July 1, 2023 to July 31, 2023	—	\$ —	—	—
August 1, 2023 to August 31, 2023	—	\$ —	—	—
September 1, 2023 to September 30, 2023	—	\$ —	—	—

### ITEM 3. DEFAULT UPON SENIOR SECURITIES

None.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

### ITEM 5. OTHER INFORMATION

#### *At the Market Offering.*

On November 1, 2023, SEACOR Marine entered into an at-the-market sales agreement (the “sales agreement”) with B. Riley Securities, Inc. (the “sales agent”), relating to the issuance and sale from time to time by SEACOR Marine (the “ATM Offering”), through the sales agent, of shares of SEACOR Marine’s common stock, par value \$0.01 per share (the “Common Stock”) having an aggregate gross sales price of up to \$25.0 million (the “ATM Shares”). Sales of the ATM Shares, if any, under the sales agreement may be made in ordinary brokers’ transactions, to or through a market maker, on or through the New York Stock Exchange (the “NYSE”), the existing trading market for SEACOR Marine’s Common Stock, or any other market venue where SEACOR Marine’s Common Stock may be traded, in the over-the-counter market, in privately negotiated transactions, or through a combination of any such methods of sale. The sales agent may also sell the ATM Shares by any other method permitted by law.

Under the terms of the sales agreement, SEACOR Marine may also sell ATM Shares to the sales agent, as principal for its own account, including a block trade, at a price agreed upon at the time of sale. If SEACOR

Marine sells ATM Shares to the sales agent as principal, SEACOR Marine will enter into a separate terms agreement with the sales agent and will describe any such agreement in a separate prospectus supplement or pricing supplement.

The sales agreement includes customary representations, warranties and covenants by SEACOR Marine and customary obligations of the parties and termination provisions. SEACOR Marine has agreed to indemnify the sales agent against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"), or to contribute to payments the sales agent may be required to make with respect to any of those liabilities. Under the terms of the sales agreement, SEACOR Marine will pay the sales agent a commission of up to 3% of the gross sales price of any ATM Shares sold.

The ATM Shares to be sold under the sales agreement, if any, will be issued and sold pursuant to the prospectus forming a part of SEACOR Marine's shelf registration statement on Form S-3 (File No. 333-262447), which was filed by SEACOR Marine with the Securities and Exchange Commission ("SEC") on February 1, 2022 and became effective on February 11, 2022, and the Company will file a prospectus supplement with the SEC related to the ATM Shares. SEACOR Marine plans to use the net proceeds from any sales of ATM Shares pursuant to the sales agreement for general corporate purposes, which may include additions to working capital, capital expenditures, repayment of debt, or the financing of possible acquisitions and investments.

The offering of common stock pursuant to the sales agreement will terminate upon the earliest of (1) the sale of ATM Shares with an aggregate gross sales price of \$25.0 million or (2) the termination of the sales agreement by SEACOR Marine or by the sales agent, with respect to the sales agent only.

The foregoing description of the sales agreement is not complete and is qualified in its entirety by reference to the full text of the sales agreement, a copy of which is filed as Exhibit 1.1 to this Quarterly Report on Form 10-Q and is incorporated herein by reference. In connection with the ATM Offering, Milbank LLP provided the Company with the legal opinion attached to this Quarterly Report on Form 10-Q as Exhibit 5.1.

The sales agent and its related entities have engaged, and may in the future engage, in commercial and investment banking transactions with the Company in the ordinary course of their businesses. They have received, and expect to receive, customary compensation and expense reimbursement for these commercial and investment banking transactions.

The disclosure about the ATM Offering shall not constitute an offer to sell or the solicitation of an offer to buy the Common Stock discussed herein, nor shall there be any offer, solicitation, or sale of common stock in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

## ITEM 6. EXHIBITS

- 1.1 [Sales Agreement, dated November 1, 2023, by and between SEACOR Marine Holdings Inc. and B. Riley Securities, Inc.](#)
- 5.1 [Opinion of Milbank LLP.](#)
- 10.1\* [Credit Agreement, dated as of September 8, 2023, by and among SEACOR Marine Foreign Holdings Inc., SEACOR Marine Holdings Inc., the entities identified on Schedule 1-A thereto as subsidiary guarantors, the lenders identified on Schedule 1-B thereto, Kroll Agency Services Limited and Kroll Trustee Services Limited \(incorporated by reference to Exhibit 10.1 of SEACOR Marine Holdings Inc.'s Current Report on Form 8-K filed with the Commission on September 11, 2023 \(File No. 001-37966\)\).](#)
- 10.2\* [Guaranty, dated as of September 8, 2023, by SEACOR Marine Holdings Inc. in favor of Kroll Trustee Services Limited \(incorporated by reference to Exhibit 10.2 of SEACOR Marine Holdings Inc.'s Current Report on Form 8-K filed with the Commission on September 11, 2023 \(File No. 001-37966\)\).](#)
- 10.3\* [Amended and Restated Guaranty, dated as of September 8, 2023, by SEACOR Marine Holdings Inc. in favor of Mountain Supply LLC \(incorporated by reference to Exhibit 10.3 of SEACOR Marine Holdings Inc.'s Current Report on Form 8-K filed with the Commission on September 11, 2023 \(File No. 001-37966\)\).](#)
- 23.1 [Consent of Milbank LLP \(included in its opinion filed as Exhibit 5.1\).](#)
- 31.1 [Certification by the Principal Executive Officer pursuant to Rule 13a-14\(a\) and Rule 15d-14\(a\) of the Securities Exchange Act, as amended.](#)
- 31.2 [Certification by the Principal Financial Officer pursuant to Rule 13a-14\(a\) and Rule 15d-14\(a\) of the Securities Exchange Act, as amended.](#)
- 32 [Certification by the Principal Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- 101.INS\*\* Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
- 101.SCH\*\* Inline XBRL Taxonomy Extension Schema
- 101.CAL\*\* Inline XBRL Taxonomy Extension Calculation Linkbase
- 101.DEF\*\* Inline XBRL Taxonomy Extension Definition Linkbase
- 101.LAB\*\* Inline XBRL Taxonomy Extension Label Linkbase
- 101.PRE\*\* Inline XBRL Taxonomy Extension Presentation Linkbase
- 104 The cover page for the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, has been formatted in Inline XBRL.

\* Incorporated by reference.

\*\* Pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Section 11 or 12 of the Securities Act of 1933 or Section 18 of the Securities Exchange Act of 1934 and otherwise are not subject to liability.

## SIGNATURES

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

SEACOR Marine Holdings Inc.

Date: November 1, 2023

By: /s/ John Gellert  
John Gellert, *President,*  
*Chief Executive Officer*  
*(Principal Executive Officer)*

Date: November 1, 2023

By: /s/ Jesús Llorca  
Jesús Llorca, *Executive Vice President*  
*and Chief Financial Officer*  
*(Principal Financial Officer)*

Date: November 1, 2023

By: /s/ Gregory S. Rossmiller  
Gregory S. Rossmiller,  
*Senior Vice President*  
*and Chief Accounting Officer*  
*(Principal Accounting Officer)*

SEACOR MARINE HOLDINGS INC.

Common Stock  
(par value \$0.01 per share)

At Market Issuance Sales Agreement

November 1, 2023

B. Riley Securities, Inc.  
299 Park Avenue, 21<sup>st</sup> Floor  
New York, New York 10171

Ladies and Gentlemen:

SEACOR Marine Holdings Inc., a Delaware corporation (the “**Company**”), confirms its agreement (this “**Agreement**”) with B. Riley Securities, Inc. (the “**Agent**”), as follows:

1. **Issuance and Sale of Shares.** The Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through or to the Agent, as sales agent or principal, shares (the “**Placement Shares**”) of the Company’s Common Stock, par value \$0.01 per share (the “**Common Stock**”); *provided, however,* that in no event shall the Company issue or sell through the Agent such number or dollar amount of Placement Shares that would (a) exceed the number or dollar amount of shares of Common Stock registered on the currently effective Registration Statement (defined below) pursuant to which the offering is being made, (b) exceed the number of authorized but unissued shares of Common Stock (less shares of Common Stock issuable upon exercise, conversion or exchange of any outstanding securities of the Company or otherwise reserved from the Company’s authorized capital stock), (c) exceed the number or dollar amount of shares of Common Stock permitted to be sold under Form S-3 (including General Instruction I.B.6 thereof, if applicable) or (d) exceed the number or dollar amount of shares of Common Stock for which the Company has filed a Prospectus Supplement (defined below) (the lesser of (a), (b), (c) and (d), the “**Maximum Amount**”). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitations set forth in this **Section 1** on the amount of Placement Shares issued and sold under this Agreement shall be the sole responsibility of the Company and that the Agent shall have no obligation in connection with such compliance. The offer and sale of Placement Shares through the Agent will be effected pursuant to the Registration Statement (as defined below), although nothing in this Agreement shall be construed as requiring the Company to use the Registration Statement to issue Placement Shares.

The Company has filed, in accordance with the provisions of the Securities Act of 1933, as amended (the “**Securities Act**”) and the rules and regulations thereunder, with the Securities and Exchange Commission (the “**Commission**”) a registration statement on Form S-3 (File No. 333-262447), including a base prospectus, relating to certain securities, including the Common Stock to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the provisions of the

Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and the rules and regulations thereunder. The Company has prepared a prospectus or a prospectus supplement to the base prospectus included as part of the registration statement, which prospectus or prospectus supplement relates to the Placement Shares to be issued from time to time by the Company. The Company will furnish to the Agent, for use by the Agent, copies of the prospectus included as part of such registration statement, as supplemented by the Prospectus Supplement, relating to the Placement Shares to be issued from time to time by the Company. The Company may file one or more additional registration statements from time to time that will contain a base prospectus and related prospectus or prospectus supplement, if applicable (which shall be a Prospectus Supplement), with respect to the Placement Shares.

Except where the context otherwise requires, such registration statement(s), including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act or deemed to be a part of such registration statement pursuant to Rule 430B of the Securities Act, is herein called the “**Registration Statement**,” and the related prospectus covering the Common Stock dated February 11, 2022 filed as part of the Registration Statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement, is hereinafter referred to as the “**Base Prospectus**”. “**Prospectus Supplement**” means the final prospectus supplement covering the Placement Shares, filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act, in the form furnished by the Company to the Agent in connection with the offering of the Placement Shares. Except where the context otherwise requires, “**Prospectus**” means the Base Prospectus, as supplemented by the Prospectus Supplement and the most recent Interim Prospectus Supplement, if any. As used herein, any reference herein to the Registration Statement, the Base Prospectus, the Prospectus Supplement, the Prospectus or any Interim Prospectus Supplement shall be deemed to refer to and include the documents, if any, incorporated by reference therein (the “**Incorporated Documents**”), including, unless the context otherwise requires, the documents, if any, filed as exhibits to such Incorporated Documents. Any reference herein to the terms “amend,” “amendment” or “supplement” with respect to the Registration Statement, the Base Prospectus, the Prospectus Supplement, the Prospectus, any Interim Prospectus Supplement or any Issuer Free Writing Prospectus shall be deemed to refer to and include the filing of any document subsequently filed by the Company with the Commission pursuant to the Exchange Act and incorporated by reference therein. For purposes of this Agreement, all references to the Registration Statement, the Prospectus or to any amendment or supplement thereto shall be deemed to include the most recent copy filed with the Commission pursuant to its Electronic Data Gathering Analysis and Retrieval system, or if applicable, the Interactive Data Electronic Application system when used by the Commission (collectively, “**EDGAR**”).

2. **Placements.** Each time that the Company wishes to issue and sell Placement Shares hereunder (each, a “**Placement**”), it will notify the Agent by email notice (or other method mutually agreed to by the parties) of the number of Placement Shares to be issued, the time period during which sales are requested to be made, any limitation on the number of Placement Shares that may be sold in any one day and any minimum price below which sales may not be made (a “**Placement Notice**”), the form of which is attached hereto as Schedule 1. The Placement Notice shall originate from any of the individuals from the Company set forth on Schedule 3 (with a copy

to each of the other individuals from the Company listed on such schedule) and shall be addressed to each of the individuals from the Agent set forth on Schedule 3, as such Schedule 3 may be amended from time to time. The Placement Notice shall be effective unless and until (i) the Agent declines in writing to accept the terms contained therein for any reason, in its sole discretion, which declination must occur within two (2) Business Days of the receipt of the Placement Notice, (ii) the entire amount of the Placement Shares thereunder have been sold, (iii) the Company amends, supersedes, suspends or terminates the Placement Notice or (iv) this Agreement has been terminated under the provisions of Section 13. The amount of any discount, commission or other compensation to be paid by the Company to the Agent in connection with the Agent's sale of the Placement Shares shall be calculated in accordance with the terms set forth in Schedule 2. It is expressly acknowledged and agreed that neither the Company nor the Agent will have any obligation whatsoever with respect to a Placement or any Placement Shares unless and until the Company delivers a Placement Notice to the Agent and the Agent does not decline (and the Company does not suspend or terminate) such Placement Notice pursuant to the terms set forth above, and then only upon the terms specified therein and herein. In the event of a conflict between the terms of this Agreement and the terms of a Placement Notice, the terms of the Placement Notice will control.

3. Sale of Placement Shares by the Agent. Subject to the provisions of Section 5(a), the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, for the period specified in the Placement Notice, and unless the sale of the Placement Shares described therein has been declined, suspended or otherwise terminated in accordance with the terms of this Agreement, the Agent will use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable state and federal laws, rules and regulations and the rules of the New York Stock Exchange (the "Exchange"), to sell the Placement Shares up to the amount specified, and otherwise in accordance with the terms of such Placement Notice. The Agent will provide written confirmation to the Company no later than the opening of the Trading Day (as defined below) immediately following the Trading Day on which it has made sales of Placement Shares hereunder setting forth the number of Placement Shares sold on such day, the compensation payable by the Company to the Agent pursuant to Section 2 with respect to such sales, and the Net Proceeds (as defined below) payable to the Company, with an itemization of the deductions made by the Agent (as set forth in Section 5(a)) from the gross proceeds that it receives from such sales. Subject to the terms of the Placement Notice, the Agent may sell Placement Shares by any method permitted by law deemed to be an "at the market offering" as defined in Rule 415(a)(4) of the Securities Act, including sales made directly on or through the Exchange or any other existing trading market for the Common Stock, in negotiated transactions at market prices prevailing at the time of sale or at prices related to such prevailing market prices and/or any other method permitted by law. Notwithstanding the foregoing, no sale may be made in a privately negotiated transaction by the Agent pursuant to this Agreement without the prior written consent of the Company. The Company acknowledges and agrees that (i) there can be no assurance that the Agent will be successful in selling Placement Shares, (ii) the Agent will incur no liability or obligation to the Company or any other person or entity if it does not sell Placement Shares for any reason other than a failure by the Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Placement Shares as required under this Agreement and (iii) the Agent shall be under no obligation to purchase Placement Shares on a principal basis pursuant to this

Agreement, except as otherwise agreed by the Agent and the Company. “**Trading Day**” means any day on which Common Stock is traded on the Exchange.

4. Suspension of Sales. The Company or the Agent may, upon notice to the other party in writing (including by email correspondence to each of the individuals of the other party set forth on Schedule 3, if receipt of such correspondence is actually acknowledged by any of the individuals to whom the notice is sent, other than via auto-reply) or by telephone (confirmed immediately by verifiable facsimile transmission or email correspondence to each of the individuals of the other party set forth on Schedule 3), suspend any sale of Placement Shares (a “**Suspension**”); *provided, however*, that such Suspension shall not affect or impair any party’s obligations with respect to any Placement Shares sold hereunder prior to the receipt of such notice. While a Suspension is in effect, any obligation under Sections 7(k), 7(l), and 7(m) with respect to the delivery of certificates, opinions, or comfort letters to the Agent, shall be waived. Each of the parties agrees that no such notice under this Section 4 shall be effective against any other party unless it is made to one of the individuals named on Schedule 3 hereto, as such Schedule may be amended from time to time.

5. Settlement and Delivery to the Agent.

(a) Settlement of Placement Shares. Unless otherwise specified in the applicable Placement Notice, settlement for sales of Placement Shares will occur on the second (2nd) Trading Day (or such earlier day as is industry practice for regular-way trading) following the date on which such sales are made (each, a “**Settlement Date**”). The Agent shall notify the Company of each sale of Placement Shares no later than the opening of the Trading Day immediately following the Trading Day on which it has made sales of Placement Shares hereunder. The amount of proceeds to be delivered to the Company on a Settlement Date against receipt of the Placement Shares sold (the “**Net Proceeds**”) will be equal to the aggregate sales price received by the Agent, after deduction for (i) the Agent’s commission, discount or other compensation for such sales payable by the Company pursuant to Section 2 hereof, and (ii) any transaction fees imposed by any Governmental Authority (as defined below) in respect of such sales.

(b) Delivery of Placement Shares. On or before each Settlement Date, the Company will, or will cause its transfer agent to, electronically transfer the Placement Shares being sold by crediting the account of the Agent, or its designee’s account (provided the Agent shall have given the Company written notice of such designee and such designee’s account information at least one Trading Day prior to the Settlement Date) at The Depository Trust Company through its Deposit and Withdrawal at Custodian System or by such other means of delivery as may be mutually agreed upon by the parties hereto which in all cases shall be freely tradable, transferable, registered shares in good deliverable form. On each Settlement Date, the Agent will deliver the related Net Proceeds in same day funds to an account designated by the Company on, or prior to, the Settlement Date. Upon request by the Company, the Agent will provide DWAC instructions or other instructions for delivery by other means with respect to the transfer of the Placement Shares being sold. The Company agrees that if the Company, or its transfer agent (if applicable), defaults in its obligation to deliver Placement Shares on a Settlement Date through no fault of the Agent, then in addition to and in no way limiting the rights and obligations set forth in Section 11(a) hereto, it will (i) hold the Agent harmless against any loss, claim, damage, or reasonable,

documented expense (including reasonable and documented legal fees and expenses), as incurred, arising out of or in connection with such default by the Company or its transfer agent (if applicable) through no fault of the Agent and (ii) pay to the Agent (without duplication) any commission, discount, or other compensation to which it would otherwise have been entitled absent such default.

(c) Limitations on Offering Size. Under no circumstances shall the Company cause or request the offer or sale of any Placement Shares if, after giving effect to the sale of such Placement Shares, the aggregate gross sales proceeds of Placement Shares sold pursuant to this Agreement would exceed the lesser of (A) together with all sales of Placement Shares under this Agreement, the Maximum Amount and (B) the amount authorized from time to time to be issued and sold under this Agreement by the Company's board of directors, a duly authorized committee thereof or a duly authorized executive committee, and notified to the Agent in writing. Under no circumstances shall the Company cause or request the offer or sale of any Placement Shares pursuant to this Agreement at a price lower than the minimum price authorized from time to time by the Company's board of directors, a duly authorized committee thereof or a duly authorized executive committee. Further, under no circumstances shall cause or permit the aggregate offering amount of Placement Shares sold pursuant to this Agreement to exceed the Maximum Amount.

6. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with the Agent that as of the date of this Agreement and as of each Applicable Time (as defined below), unless such representation, warranty or agreement specifies a different date or time:

(a) Registration Statement and Prospectus. The Company and the transactions contemplated by this Agreement, assuming no act or omission on the part of the Agent that would make such statement untrue, meet the requirements for and comply with the applicable conditions set forth in Form S-3 (including General Instructions I.A and I.B) under the Securities Act. The Registration Statement has been filed with the Commission and has been declared effective by the Commission on February 11, 2022. The Prospectus Supplement will name the Agent as the agent in the section entitled "Plan of Distribution." The Company has not received, and has no notice of, any order of the Commission preventing or suspending the use of the Registration Statement, or threatening or instituting proceedings for that purpose. The Registration Statement and the offer and sale of Placement Shares as contemplated hereby meet the requirements of Rule 415 under the Securities Act and comply in all material respects with said Rule. Copies of the Registration Statement, the Prospectus, and any such amendments or supplements and all documents incorporated by reference therein that were filed with the Commission on or prior to the date of this Agreement have been delivered, or are available through EDGAR, to the Agent and its counsel. The Company has not distributed and, prior to the later to occur of each Settlement Date and completion of the distribution of the Placement Shares, will not distribute any offering material in connection with the offering or sale of the Placement Shares other than the Registration Statement and the Prospectus and any Issuer Free Writing Prospectus (as defined below) to which the Agent has consented, any such consent not to be unreasonably withheld, conditioned or delayed, or that is required by applicable law or the listing maintenance requirements of the Exchange. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is currently listed on the Exchange under the trading symbol "SMHI." The Company has taken no

action designed to, or likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act, delisting the Common Stock from the Exchange, nor has the Company received, in the 12 months preceding the date hereof, any notification that the Commission or the Exchange is contemplating terminating such registration or listing. To the Company's knowledge, it is in compliance with all applicable listing requirements of the Exchange in all material respects.

(b) No Material Misstatement or Omission. The Registration Statement, when it became or becomes effective, did not, and will not, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Prospectus and any amendment and supplement thereto, on the date thereof and at each Applicable Time (defined below), did not or will not include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The documents incorporated by reference in the Prospectus or any Prospectus Supplement did not, and any further documents filed and incorporated by reference therein will not, when , contain an untrue statement of a material fact or omit to state a material fact required to be stated in such document or necessary to make the statements in such document, in light of the circumstances under which they were made, not misleading. The foregoing shall not apply to statements in, or omissions from, any such document made in reliance upon, and in conformity with, information furnished to the Company by the Agent specifically for use in the preparation thereof.

(c) Conformity with Securities Act and Exchange Act. The Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or any amendment or supplement thereto, when such documents were or are filed with the Commission under the Securities Act or the Exchange Act or became or become effective under the Securities Act, as the case may be, conformed or will conform in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable.

(d) Financial Information. The consolidated financial statements of the Company included or incorporated by reference in the Registration Statement, the Prospectus and the Issuer Free Writing Prospectuses, if any, together with the related notes and schedules, present fairly, in all material respects, the consolidated financial position of the Company and the Subsidiaries (as defined below) as of the dates indicated and the consolidated results of operations, cash flows and changes in stockholders' equity of the Company for the periods specified (subject, in the case of unaudited financial statements, to normal year-end audit adjustments) and have been prepared in all material respects in compliance with the requirements of the Securities Act and Exchange Act, as applicable and in conformity with GAAP (as defined below) applied on a consistent basis (except (i) for such adjustments to accounting standards and practices as are noted therein and (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) during the periods involved; and the Company and the Subsidiaries (as defined below) do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not described in the Registration Statement (excluding the exhibits thereto), and the Prospectus which are required to be described in the Registration Statement or Prospectus. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement and the Prospectus

fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(e) Conformity with EDGAR Filing. The Prospectus delivered to the Agent for use in connection with the sale of the Placement Shares pursuant to this Agreement will be identical to the versions of the Prospectus created to be transmitted to the Commission for filing via EDGAR, except to the extent permitted by Regulation S-T.

(f) Organization. The Company and each of its Subsidiaries (as defined below) are duly organized, validly existing as a corporation and in good standing under the laws of their respective jurisdictions of organization. The Company and each of its Subsidiaries are duly licensed or qualified as a foreign corporation for transaction of business and in good standing under the laws of each other jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such license or qualification, and have all corporate power and authority necessary to own or hold their respective properties and to conduct their respective businesses as described in the Registration Statement and the Prospectus, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, have a material adverse effect or would reasonably be expected to have a material adverse effect on or affecting the business, properties, management, financial condition, prospects, stockholders' equity or results of operations of the Company and the Subsidiaries taken as a whole, or prevent or materially interfere with consummation of the transactions contemplated hereby (a "**Material Adverse Effect**").

(g) Subsidiaries. Except as set forth in the Registration Statement and in the Prospectus, the Company owns, directly or indirectly, all of the equity interests of the subsidiaries set forth on Schedule 4 (the "**Subsidiaries**") free and clear of any lien, charge, security interest, encumbrance, right of first refusal or other restriction, and all the equity interests of the Subsidiaries are validly issued and are fully paid, nonassessable and free of preemptive and similar rights. No Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's property or assets to the Company or any other Subsidiary of the Company.

(h) No Violation or Default. Neither the Company nor any of its Subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in 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 the property or assets of the Company or any of its Subsidiaries are subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any Governmental Authority, except, in the case of each of clauses (ii) and (iii) above, for any such violation or default that would not, individually or in the aggregate, have a Material Adverse Effect.

(i) No Material Adverse Change. Subsequent to the respective dates as of which information is given in the Registration Statement, the Prospectus and the Issuer Free Writing Prospectuses, if any (including any document deemed incorporated by reference therein), there has not been (i) any Material Adverse Effect or the occurrence of any development that the Company reasonably expects will result in a Material Adverse Effect, (ii) any transaction which is material to the Company and the Subsidiaries taken as a whole, (iii) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by the Company or any Subsidiary, which is material to the Company and the Subsidiaries taken as a whole, (iv) any material change in the capital stock (other than (A) the grant of additional stock, stock units and options under the Company's existing equity incentive plans, (B) changes in the number of outstanding Common Stock of the Company due to the issuance of shares upon the exercise or conversion of securities exercisable for, or convertible into, Common Stock outstanding on the date hereof, (C) as a result of the issuance of Placement Shares, (D) any repurchases of capital stock of the Company, or (E) otherwise publicly announced) or outstanding long-term indebtedness of the Company or any of its Subsidiaries or (v) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company or any Subsidiary, other than in each case above in the ordinary course of business or as otherwise disclosed in the Registration Statement or Prospectus (including any document deemed incorporated by reference therein).

(j) Capitalization. The issued and outstanding shares of capital stock of the Company have been validly issued, are fully paid and nonassessable and, other than as disclosed in the Registration Statement or the Prospectus, are not subject to any preemptive rights, rights of first refusal or similar rights. The Company has an authorized, issued and outstanding capitalization as set forth in the Registration Statement and the Prospectus as of the dates referred to therein (other than (i) the grant of additional stock, stock units and options under the Company's existing equity incentive plans, (ii) changes in the number of outstanding shares of Common Stock of the Company due to the issuance of shares upon the exercise or conversion of securities exercisable for, or convertible into, Common Stock outstanding on the date hereof, (iii) as a result of the issuance of the Placement Shares, or (iv) any repurchases of capital stock of the Company) and such authorized capital stock conforms to the description thereof set forth in the Registration Statement and the Prospectus. The description of the Common Stock of the Company in the Registration Statement and the Prospectus is complete and accurate in all material respects. Except as disclosed in or contemplated by the Registration Statement or the Prospectus, as of the date referred to therein, the Company does not have outstanding any options to purchase, or any rights or warrants to subscribe for, or any securities or obligations convertible into, or exchangeable for, or any contracts or commitments to issue or sell, any shares of capital stock or other securities.

(k) Authorization; Enforceability. The Company has full legal right, power and authority to enter into this Agreement and perform the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Company and is a legal, valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent that (i) enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles and (ii) the indemnification and contribution provisions of Section 11 hereof may be limited by federal or state securities laws and public policy considerations in respect thereof.

(l) Authorization of Placement Shares. The Placement Shares, when issued and delivered pursuant to the terms approved by the Board or a duly authorized committee thereof, or a duly authorized executive officer, against payment therefor as provided herein, will be duly and validly authorized and issued and fully paid and nonassessable, free and clear of any pledge, lien, encumbrance, security interest or other claim (other than any pledge, lien, encumbrance, security interest or other claim arising from an act or omission of the Agent or a purchaser), including any statutory or contractual preemptive rights, resale rights, rights of first refusal or other similar rights, and will be registered pursuant to Section 12 of the Exchange Act. The Placement Shares, when issued, will conform in all material respects to the description thereof set forth in or incorporated into the Prospectus.

(m) No Consents Required. No consent, approval, authorization, order, registration or qualification of or with any Governmental Authority is required for the execution, delivery and performance by the Company of this Agreement or the consummation of the transactions contemplated hereby, except for such consents, approvals, authorizations, orders and registrations or qualifications (i) as may be required under applicable state securities laws or by the by-laws and rules of the Financial Industry Regulatory Authority (“**FINRA**”) or the Exchange, including any notices that may be required by the Exchange, in connection with the sale of the Placement Shares by the Agent, (ii) as may be required under the Securities Act, (iii) as have been previously obtained by the Company and (iv) to the extent the failure to obtain such consents, approvals, authorization, order, registration, or qualification would not be reasonably likely to have a Material Adverse Effect.

(n) No Preferential Rights. Except as set forth in the Registration Statement and the Prospectus, (i) no person, as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Securities Act (each, a “**Person**”), has the right, contractual or otherwise, to cause the Company to issue or sell to such Person any Common Stock or shares of any other capital stock or other securities of the Company (other than upon the exercise of convertible notes, options, warrants or other securities exercisable for or convertible into the Common Stock or upon the exercise of options or other rights that may be granted from time to time under the Company’s stock option plan), (ii) no Person has any preemptive rights, resale rights, rights of first refusal, rights of co-sale, or any other rights (whether pursuant to a “poison pill” provision or otherwise) to purchase any Common Stock or shares of any other capital stock or other securities of the Company from the Company which have not been duly waived with respect to the offering contemplated hereby, (iii) no Person has the right to act as an underwriter or as a financial advisor to the Company in connection with the offer and sale of the Common Stock contemplated in this Agreement, and (iv) no Person has the right, contractual or otherwise, to require the Company to register under the Securities Act any Common Stock or shares of any other capital stock or other securities of the Company, or to include any such shares or other securities in the Registration Statement or the offering contemplated thereby, whether as a result of the filing or effectiveness of the Registration Statement or the sale of the Placement Shares as contemplated thereby or otherwise, except in each such case for such rights as have been waived on or prior to the date hereof.

(o) Independent Public Accounting Firm. Grant Thornton LLP (the “**Accountant**”), whose report on the consolidated financial statements of the Company is filed

with the Commission as part of the Company's most recent Annual Report on Form 10-K filed with the Commission and incorporated by reference into the Registration Statement and the Prospectus, are and, during the periods covered by their report, were an independent registered public accounting firm within the meaning of the Securities Act and the Public Company Accounting Oversight Board (United States).

(q) No Litigation. Except as set forth in the Registration Statement or the Prospectus, there are no actions, suits or proceedings by or before any Governmental Authority pending, nor, to the Company's knowledge, any audits or investigations by or before any Governmental Authority to which the Company or a Subsidiary is a party or to which any property of the Company or any of its Subsidiaries is the subject that, individually or in the aggregate, would have a Material Adverse Effect and, to the Company's knowledge, no such actions, suits, proceedings, audits or investigations are threatened or contemplated by any Governmental Authority or threatened by others.

(r) Consents and Permits. Except as disclosed in the Registration Statement and the Prospectus, the Company and its Subsidiaries have made all filings, applications and submissions required by, possess and are operating in compliance with, all licenses, consents and approvals issued by, the appropriate federal, state or foreign Governmental Authority necessary for the ownership or lease of their respective properties or to conduct its businesses as described in the Registration Statement and the Prospectus (collectively, "Permits"), except for such Permits the failure of which to possess, obtain or make the same would not be expected to have a Material Adverse Effect; the Company and its Subsidiaries are in compliance with the terms and conditions of all such Permits, except where the failure to be in compliance would not be reasonably expected to have a Material Adverse Effect; all of the Permits are valid and in full force and effect, except where any invalidity would not be reasonably expected to have a Material Adverse Effect; and neither the Company nor any of its Subsidiaries has received any written notice relating to the limitation, revocation, cancellation, suspension, modification or non-renewal of any such Permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect, or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(p) Intellectual Property. The Company and its Subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "Intellectual Property Rights") necessary to conduct the business now operated by them, or presently employed by them, except to the extent the failure to own, possess or have the ability to acquire would not have a Material Adverse Effect, and have not received any notice of infringement of, or conflict with, asserted rights of others with respect to any Intellectual Property Rights that could reasonably be expected to have individually or in the aggregate have a Material Adverse Effect.

(q) Certain Market Activities. Neither the Company, nor any of the Subsidiaries, nor, to the knowledge of the Company, any of their respective directors, officers or controlling persons has taken, directly or indirectly, any action designed, or that has constituted or would reasonably be expected to cause or result in, under the Exchange Act or otherwise, the stabilization

or manipulation of the price of any security of the Company to facilitate the sale or resale of the Placement Shares (it being understood that the purchase of any Placement Shares will not be deemed to constitute stabilization or manipulation of the price of the Common Stock).

(u) Taxes. The Company and each of its Subsidiaries have filed all federal, state, local and foreign tax returns which have been required to be filed, or have properly requested extensions thereof, and paid all taxes shown thereon through the date hereof, to the extent that such taxes have become due and are not being contested in good faith, except where the failure to so file or pay would not reasonably be expected to have a Material Adverse Effect. Except as otherwise disclosed in or contemplated by the Registration Statement or the Prospectus, no tax deficiency has been determined adversely to the Company or any of its Subsidiaries which has had, or would have, individually or in the aggregate, a Material Adverse Effect. The Company has no knowledge of any federal, state or other governmental tax deficiency, penalty or assessment which has been or might be asserted or threatened against it which would reasonably be expected to have a Material Adverse Effect.

(v) Title to Real and Personal Property. Except as set forth in the Registration Statement or the Prospectus, the Company and its Subsidiaries have good and marketable title in fee simple to all items of real property owned by them, good and valid title to all personal property described in the Registration Statement or Prospectus as being owned by them that are material to the businesses of the Company and its Subsidiaries, in each case free and clear of all liens, encumbrances and claims, except those matters that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and any of its Subsidiaries or (ii) would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Any real or personal property described in the Registration Statement or Prospectus as being leased by the Company and any of its Subsidiaries is held by them under valid, existing and enforceable leases, except those that (A) do not materially interfere with the use made or proposed to be made of such property by the Company or any of its Subsidiaries or (B) would not be reasonably expected, individually or in the aggregate, to have a Material Adverse Effect.

(z) Environmental Laws. Except as set forth in the Registration Statement or the Prospectus, neither the Company nor any of its Subsidiaries (i) is in violation of any applicable federal, state, local and foreign law, rule, regulation, decision or order relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"); (ii) owns or operates any real property contaminated with any substance that is subject to any Environmental Laws; (iii) is liable for any off-site disposal or contamination pursuant to any Environmental laws; or (iv) is subject to any claim relating to any Environmental laws, which violation, contamination, liability or claim violation, would, individually or in the aggregate have a Material Adverse Effect; and the Company is not aware of any pending investigation that might lead to such a claim.

(aa) Disclosure Controls. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance

with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting (other than as set forth in the Prospectus). Since the date of the latest audited financial statements of the Company included in the Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting (other than as set forth in the Prospectus). The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 and 15d-15) for the Company and designed such disclosure controls and procedures to ensure that material information relating to the Company and each of its Subsidiaries is made known to the certifying officers by others within those entities, particularly during the period in which the Company's Annual Report on Form 10-K or Quarterly Report on Form 10-Q, as the case may be, is being prepared.

(bb) Sarbanes-Oxley. There is and has been no failure on the part of the Company or, to the Company's knowledge, any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any applicable provisions of the Sarbanes-Oxley Act and the rules and regulations promulgated thereunder, including Section 402 related to loans and Sections 302 and 906 related to certifications.

(cc) Finder's Fees. Neither the Company nor any of its Subsidiaries has incurred any liability for any finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, except as may otherwise exist with respect to Agent pursuant to this Agreement.

(dd) Labor Disputes. No labor disturbance by or dispute with employees of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is threatened which would result in a Material Adverse Effect.

(ee) Investment Company Act. The Company is not and after giving effect to the offering and sale of the Placement Shares, will not be required to register as an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

(ff) Operations. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes of all jurisdictions to which the Company or its Subsidiaries are subject, and applicable rules and regulations thereunder (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending, or, to the knowledge of the Company, threatened.

(gg) Underwriter Agreements. Other than with respect to this Agreement or any other agreement with the Agent, the Company is not a party to any agreement with an agent or underwriter for any other “at the market” or continuous equity transaction for the Common Stock.

(hh) ERISA. To the knowledge of the Company, (i) each material employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), that is maintained, administered or contributed to by the Company or any of its affiliates for employees or former employees has been maintained in material compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Internal Revenue Code of 1986, as amended (the “**Code**”); (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred which would result in a material liability to the Company with respect to any such plan excluding transactions effected pursuant to a statutory or administrative exemption; and (iii) for each such plan the funding rules of Section 412 of the Code or Section 302 of ERISA, no failure to satisfy the “minimum funding standards” as defined in Section 412 of the Code has been incurred, whether or not waived, and the fair market value of the assets of each such plan (excluding for these purposes accrued but unpaid contributions) exceeds the present value of all benefits accrued under such plan determined using reasonable actuarial assumptions, other than, in the case of (i), (ii) and (iii) above, as would not reasonably be expected to have a Material Adverse Effect.

(ii) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) (a “**Forward-Looking Statement**”) contained in the Registration Statement and the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(jj) Agent Purchases. The Company acknowledges and agrees that the Agent has informed the Company that the Agent may, to the extent permitted under the Securities Act and the Exchange Act, purchase and sell Common Stock for its own account while this Agreement is in effect, *provided*, that (i) no such purchase or sales shall take place while a Placement Notice is in effect (except to the extent the Agent may engage in sales of Placement Shares purchased or deemed purchased from the Company as a “riskless principal” or in a similar capacity) and (ii) the Company shall not be deemed to have authorized or consented to any such purchases or sales by the Agent.

(kk) Margin Rules. Neither the issuance, sale and delivery of the Placement Shares nor the application of the proceeds thereof by the Company as described in the Registration Statement and the Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(ll) Insurance. The Company and each of its Subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as the Company and each of its Subsidiaries reasonably believe are adequate for the conduct of their respective businesses and the value of their respective properties. The Company and each of its Subsidiaries have no reason to believe that they will not be able to renew their existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its

business at a cost that would not have a Material Adverse Effect. The Company has not received written notice from any insurer, agent of such insurer or the broker of the Company that any material capital improvements or material expenditures (other than premium payments) are required or necessary to be made in order to continue such insurance, except for those notices that would not result in a Material Adverse Effect.

(mm) No Improper Practices. Neither the Company nor any Subsidiary, nor, to the Company's knowledge, any director, officer or employee of the Company or any Subsidiary nor, to the Company's knowledge, any agent, affiliate or other person acting on behalf of the Company or any Subsidiary has (i) violated or is in violation of any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-bribery or anti-corruption law (collectively, "**Anti-Corruption Laws**"), (ii) promised, offered, provided, attempted to provide or authorized the provision of anything of value, directly or indirectly, to any person for the purpose of obtaining or retaining business, influencing any act or decision of the recipient, or securing any improper advantage in violation of any Anti-Corruption Laws; or (iii) made any payment of funds of the Company or any Subsidiary or received or retained any funds in violation of any Anti-Corruption Laws.

(nn) Status Under the Securities Act. The Company was not and is not an ineligible issuer as defined in Rule 405 under the Securities Act at the times specified in Rules 164 and 433 under the Securities Act in connection with the offering of the Placement Shares.

(oo) No Conflicts in an Issuer Free Writing Prospectus. Each Issuer Free Writing Prospectus, as of its issue date and as of each Applicable Time (as defined in Section 24 below), did not, does not and will not, through the completion of the Placement or Placements for which such Issuer Free Writing Prospectus is issued, include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any Incorporated Document deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company by the Agent specifically for use therein.

(pp) No Conflicts. Neither the execution of this Agreement, nor the issuance, offering or sale of the Placement Shares, nor the consummation of any of the transactions contemplated herein, nor the compliance by the Company with the terms and provisions hereof will conflict with, or will result in a breach of, any of the terms and provisions of, or has constituted or will constitute a default under, or has resulted in or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to the terms of any contract or other agreement to which the Company may be bound or to which any of the property or assets of the Company is subject, except (i) such conflicts, breaches or defaults as may have been waived and (ii) such conflicts, breaches and defaults that would not, individually or in the aggregate, have a Material Adverse Effect; nor will such action result (x) in any violation of the provisions of the organizational or governing documents of the Company, or (y) in any material violation of the provisions of any statute or any order, rule or regulation applicable to the Company or of any Governmental Authority having jurisdiction over the Company except for violations that would not, individually or in the aggregate, have a Material Adverse Effect.

(qq) Sanctions. (i) The Company represents that neither the Company nor any of its Subsidiaries (collectively, the “**Entity**”) or to the Company’s knowledge, any director, officer or employee, is a government, individual, or entity (in this paragraph (ss), “**Person**”) that is, or is owned or controlled by a Person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council, the European Union, His Majesty’s Treasury, or other relevant sanctions authorities, including, without limitation, designation on OFAC’s Specially Designated Nationals and Blocked Persons List or OFAC’s Foreign Sanctions Evaders List (as amended, collectively, “**Sanctions**”), nor

(B) located, organized or resident in a country or territory that is the subject of Sanctions that broadly prohibit dealings with that country or territory (including, without limitation, the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, Kherson and Zaporizhzhia or any other covered region of Ukraine identified pursuant to Executive Order 14065 (the “**Sanctioned Countries**”)).

(ii) The Entity represents and covenants that it will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions or is a Sanctioned Country, except as authorized under applicable Sanctions; or

(B) other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) The Entity represents and covenants that, except as detailed in the Registration Statement and the Prospectus, for the past 5 years, it has not engaged in, is not now engaging in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions prohibiting such dealing or transaction or is or was a Sanctioned Country.

(rr) Stock Transfer Taxes. On each Settlement Date, all stock transfer or other taxes (other than income taxes) which are required to be paid in connection with the sale and transfer of the Placement Shares to be sold hereunder will be, or will have been, fully paid or provided for by the Company and all laws imposing such taxes will be or will have been fully complied with by the Company in all material respects.

(ss) Statistical and Market-Related Data. The statistical and market-related data included in the Registration Statement and Prospectus are based on or derived from sources that the Company believes to be reliable and accurate (but has not independently verified) in all

material respects or represent the Company's good faith estimates that are made on data derived from such sources.

(tt) Cybersecurity. Except to the extent it would not cause a Material Adverse Effect, (i)(x) there has been no material security breach or attack or other compromise of or relating to any of the Company's and its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology ("**IT Systems and Data**"), and (y) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in any material security breach, attack or compromise to their IT Systems and Data, (ii) the Company and its subsidiaries have complied, and are presently in compliance with, in all material respects, all applicable laws, statutes or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority and all industry guidelines, standards, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification and (iii) the Company and its subsidiaries have implemented backup and disaster recovery technology consistent with industry standards and practice.

(uu) Compliance with Data Privacy Laws. The Company and its Subsidiaries are, and at all prior times were, in material compliance with all applicable state and federal data privacy and security laws and regulations, including without limitation the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "**HIPAA**") and the European Union General Data Protection Regulation ("**GDPR**") (EU 2016/679) (collectively, the "**Privacy Laws**"), except for any noncompliance that would not result in a Material Adverse Effect. To ensure compliance with the Privacy Laws, the Company has in place, complies with, and takes appropriate steps to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, processing, disclosure, handling, and analysis of Personal Data (defined below) (the "**Policies**"). "Personal Data" means (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; (ii) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended; (iii) "personal data" as defined by GDPR; (iv) any information which would qualify as "protected health information" under HIPAA; and (v) any other piece of information that allows the identification of such natural person, or his or her family, or permits the collection or analysis of any data related to an identified person's health or sexual orientation. The Company has at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements, and none of such disclosures made or contained in any Policy have been inaccurate or in violation of any applicable laws and regulatory rules or requirements in any material respect. The Company further certifies that neither it nor any subsidiary (except in each case as would not have a Material Adverse Effect): (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation,

or other corrective action pursuant to any Privacy Law; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

Any certificate signed by an officer of the Company and delivered to the Agent or to counsel for the Agent pursuant to or in connection with this Agreement shall be deemed to be a representation and warranty by the Company, as applicable, to the Agent as to the matters set forth therein.

7. Covenants of the Company. The Company covenants and agrees with the Agent that:

(a) Registration Statement Amendments. After the date of this Agreement and during any period in which a Prospectus relating to any Placement Shares is required to be delivered by the Agent under the Securities Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act or similar rule), (i) the Company will notify the Agent promptly of the time when any subsequent amendment to the Registration Statement, other than documents incorporated by reference or amendments not related to any Placement, has been filed with the Commission and/or has become effective or any subsequent supplement to the Prospectus has been filed and of any request by the Commission for any amendment or supplement to the Registration Statement or Prospectus related to the Placement or for additional information related to the Placement, (ii) the Company will prepare and file with the Commission, promptly upon the Agent's reasonable request, any amendments or supplements to the Registration Statement or Prospectus that, upon the advice of the Company's legal counsel, may be necessary or advisable in connection with the distribution of the Placement Shares by the Agent (*provided, however, that the failure of the Agent to make such request shall not relieve the Company of any obligation or liability hereunder, or affect the Agent's right to rely on the representations and warranties made by the Company in this Agreement and provided, further, that the only remedy the Agent shall have with respect to the failure to make such filing shall be to cease making sales under this Agreement until such amendment or supplement is filed*); (iii) the Company will not file any amendment or supplement to the Registration Statement or Base Prospectus relating to the Placement Shares unless a copy thereof has been submitted to the Agent within a reasonable period of time before the filing and the Agent has not reasonably objected thereto (*provided, however, that (A) the failure of the Agent to make such objection shall not relieve the Company of any obligation or liability hereunder, or affect the Agent's right to rely on the representations and warranties made by the Company in this Agreement and (B) the Company has no obligation to provide the Agent any advance copy of such filing or to provide the Agent an opportunity to object to such filing if the filing does not name the Agent or does not relate to the transaction herein provided; and provided, further, that the only remedy the Agent shall have with respect to the failure by the Company to obtain such consent shall be to cease making sales under this Agreement*) and the Company will furnish to the Agent at the time of filing thereof a copy of any document that upon filing is deemed to be incorporated by reference into the Registration Statement or Prospectus, except for those documents available via EDGAR; and (iv) the Company will cause each amendment or supplement to the Prospectus to be filed with the Commission as required pursuant to the applicable paragraph of Rule 424(b) of the Securities Act or, in the case of any document to be incorporated therein by reference, to be filed with the Commission as required pursuant to the Exchange Act, within the time period prescribed (the determination to file or not file any amendment or supplement with the Commission under this Section 7(a), based on

the Company's reasonable opinion or reasonable objections, shall be made exclusively by the Company).

(b) Notice of Commission Stop Orders. The Company will advise the Agent, promptly after it receives notice or obtains knowledge thereof, of the issuance or threatened issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement, of the suspension of the qualification of the Placement Shares for offering or sale in any jurisdiction, or of the initiation or threatening of any proceeding for any such purpose; and it will use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such a stop order should be issued. The Company will advise the Agent promptly after it receives any request by the Commission for any amendments to the Registration Statement or any amendment or supplements to the Prospectus or any Issuer Free Writing Prospectus or for additional information related to the offering of the Placement Shares or for additional information related to the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus.

(c) Delivery of Prospectus; Subsequent Changes. During any period in which a Prospectus relating to the Placement Shares is required to be delivered by the Agent under the Securities Act with respect to the offer and sale of the Placement Shares, (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act or similar rule), the Company will comply in all material respects with all requirements imposed upon it by the Securities Act, as from time to time in force, and to file on or before their respective due dates all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Sections 13(a), 13(c), 14, 15(d) or any other provision of or under the Exchange Act. If the Company has omitted any information from the Registration Statement pursuant to Rule 430B under the Securities Act, it will use its commercially reasonable efforts to comply with the provisions of and make all requisite filings with the Commission pursuant to said Rule 430B and to notify the Agent promptly of all such filings if not available on EDGAR. If during such period any event occurs as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances then existing, not misleading, or if during such period it is necessary to amend or supplement the Registration Statement or Prospectus to comply with the Securities Act, the Company will promptly notify the Agent to suspend the offering of Placement Shares during such period and the Company will promptly amend or supplement the Registration Statement or Prospectus (at the expense of the Company) so as to correct such statement or omission or effect such compliance; provided, however, that the Company may delay any such amendment or supplement if, in the reasonable judgment of the Company, it is in the interests of the Company to do so. Until such time as the Company shall have corrected such misstatement or omission or effected such compliance, the Company shall not notify the Agent to resume the offering of Placement Shares.

(d) Listing of Placement Shares. Prior to the date of the first Placement Notice, the Company will use its commercially reasonable efforts to cause the Placement Shares to be listed on the Exchange.

(e) Delivery of Registration Statement and Prospectus. The Company will furnish to the Agent and its counsel (at the reasonable expense of the Company) copies of the Registration Statement, the Prospectus (including all documents incorporated by reference therein) and all amendments and supplements to the Registration Statement or Prospectus that are filed with the Commission during any period in which a Prospectus relating to the Placement Shares is required to be delivered under the Securities Act (including all documents filed with the Commission during such period that are deemed to be incorporated by reference therein), in each case as soon as reasonably practicable and in such quantities as the Agent may from time to time reasonably request and, at the Agent's request, will also furnish copies of the Prospectus to each exchange or market on which sales of the Placement Shares may be made; *provided, however*, that the Company shall not be required to furnish any document (other than the Prospectus) to the Agent to the extent such document is available on EDGAR.

(f) Earning Statement. As soon as practicable, the Company will make generally available to its security holders and to the Agent an earnings statement or statements of the Company and its Subsidiaries which will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158.

(g) Use of Proceeds. The Company will use the Net Proceeds as described in the Prospectus in the section entitled "Use of Proceeds."

(h) Notice of Other Sales. Without the prior written consent of the Agent, the Company will not, directly or indirectly, offer to sell, sell, contract to sell, grant any option to sell or otherwise dispose of any shares of Common Stock (other than the Placement Shares offered pursuant to this Agreement) or securities convertible into or exchangeable for shares of Common Stock, warrants or any rights to purchase or acquire shares of Common Stock during the period beginning on the date on which any Placement Notice is delivered to the Agent hereunder and ending on the second (2nd) Trading Day immediately following the final Settlement Date with respect to Placement Shares sold pursuant to such Placement Notice (or, if the Placement Notice has been terminated or suspended prior to the sale of all Placement Shares covered by a Placement Notice, the date of such suspension or termination); and will not directly or indirectly in any other "at the market" or continuous equity transaction offer to sell, sell, contract to sell, grant any option to sell or otherwise dispose of any shares of Common Stock (other than the Placement Shares offered pursuant to this Agreement) or securities convertible into or exchangeable for shares of Common Stock, warrants or any rights to purchase or acquire shares of Common Stock prior to the termination of this Agreement; *provided, however*, that such restrictions will not apply in connection with the Company's issuance or sale of (i) shares of Common Stock, or securities convertible into or exercisable for shares of Common Stock, offered and sold in a privately negotiated transaction to vendors, customers, strategic partners or potential strategic partners or other investors conducted in a manner so as not to be integrated with the offering of Placement Shares hereby and (ii) shares of Common Stock in connection with any acquisition, strategic investment or other similar transaction (including any joint venture, strategic alliance or partnership).

(i) Due Diligence Cooperation. During the term of this Agreement, the Company will cooperate with any reasonable and customary due diligence review conducted by the Agent

or its representatives in connection with the transactions contemplated hereby, including, without limitation, providing information and making available documents and senior corporate officers, during regular business hours and at the Company's principal offices, as the Agent may reasonably request.

(j) Required Filings Relating to Placement of Placement Shares. The Company agrees that on such dates as the Securities Act shall require, with respect to the Placement Shares, the Company will (i) file a prospectus supplement with the Commission under the applicable paragraph of Rule 424(b) under the Securities Act (an "**Interim Prospectus Supplement**", and each and every filing date under Rule 424(b), a "**Filing Date**"), which prospectus supplement will set forth, within the relevant period, the amount of Placement Shares sold through the Agent, the Net Proceeds to the Company and the compensation payable by the Company to the Agent with respect to such Placement Shares (*provided* that the Company may satisfy its obligations under this Section 7(j)) by making a filing in accordance with the Exchange Act including such information), and (ii) deliver such number of copies of each such prospectus supplement to each exchange or market on which such sales were effected as may be required by the rules or regulations of such exchange or market.

(k) Representation Dates; Certificate. (1) On or prior to the date of the first Placement Notice and (2) each time the Company:

(i) files the Prospectus relating to the Placement Shares or amends or supplements (other than a prospectus supplement relating solely to an offering of securities other than the Placement Shares) the Registration Statement or the Prospectus relating to the Placement Shares by means of a post-effective amendment, sticker, or supplement but not by means of incorporation of documents by reference into the Registration Statement or the Prospectus relating to the Placement Shares;

(ii) files an annual report on Form 10-K under the Exchange Act (including any Form 10-K/A containing amended audited financial information or a material amendment to the previously filed Form 10-K);

(iii) files its quarterly reports on Form 10-Q under the Exchange Act; or

(iv) files a current report on Form 8-K containing amended financial information (other than information "furnished" pursuant to Items 2.02 or 7.01 of Form 8-K or to provide disclosure pursuant to Item 8.01 of Form 8-K relating to the reclassification of certain properties as discontinued operations in accordance with Statement of Financial Accounting Standards No. 144) under the Exchange Act (each date of filing of one or more of the documents referred to in clauses (i) through (iv) shall be a "**Representation Date**");

the Company shall furnish the Agent (but in the case of clause (iv) above only if the Agent reasonably determines that the information contained in such Form 8-K is material) with a certificate dated the Representation Date, in the form attached to this Agreement. The requirement to provide a certificate under this Section 7(k) shall be waived for any Representation Date occurring at a time (i) at which no Placement Notice is pending, or (ii) a Suspension is in effect, which waiver shall continue until the earlier to occur of the date the Company delivers a Placement

Notice hereunder (which for such calendar quarter shall be considered a Representation Date) and the next occurring Representation Date on which the Company files its annual report on Form 10-K. Notwithstanding the foregoing, if the Company subsequently decides to sell Placement Shares following a Representation Date when the Company relied on such waiver and did not provide the Agent with a certificate under this Section 7(k), then before the Agent sells any Placement Shares, the Company shall provide the Agent with a certificate in conformity with this Section 7(k), dated as of the date of the Placement Notice.

(l) Company Counsel Legal Opinion. On or prior to the date of the first Placement Notice, the Company shall cause to be furnished to the Agent a written opinion and a negative assurance letter of Milbank LLP (“**Company Counsel**”), or other counsel reasonably satisfactory to the Agent, in form and substance reasonably satisfactory to the Agent and their counsel, substantially similar to the form previously provided to the Agent and their counsel, modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented. Thereafter, within five (5) Trading Days of each Representation Date with respect to which the Company is obligated to deliver a certificate pursuant to Section 7(k) for which no waiver or Suspension contemplated by Section 7(k) is applicable, the Company shall cause to be furnished to the Agent a negative assurance letter of Company Counsel in form and substance reasonably satisfactory to the Agent; *provided, however*, the Company shall be required to furnish to Agent no more than one negative assurance letter hereunder per calendar quarter; *provided, further*, that in lieu of such negative assurance letters for subsequent periodic filings under the Exchange Act, counsel may furnish the Agent with a letter (a “**Company Counsel Reliance Letter**”) to the effect that the Agent may rely on the negative assurance letter previously delivered under this Section 7(l) to the same extent as if it were dated the date of such letter (except that statements in such prior letter shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented as of the date of the Company Counsel Reliance Letter).

(m) Comfort Letter. (1) On or prior to the date of the first Placement Notice and (2) within five (5) Trading Days of each Representation Date with respect to which the Company is obligated to deliver a certificate pursuant to Section 7(k) for which no waiver or Suspension contemplated by Section 7(k) is applicable, and excluding the date of this Agreement, the Company shall cause its independent registered public accounting firm to furnish the Agent letters (the “**Comfort Letters**”), dated the date the Comfort Letter is delivered, which shall meet the requirements set forth in this Section 7(m). The Comfort Letter from the Company’s independent registered public accounting firm shall be in a form and substance satisfactory to the Agent, (i) confirming that they are an independent registered public accounting firm within the meaning of the Securities Act and the PCAOB, (ii) stating, as of such date, the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants’ “comfort letters” to underwriters in connection with registered public offerings (the first such letter, the “**Initial Comfort Letter**”) and (iii) updating the Initial Comfort Letter with any information that would have been included in the Initial Comfort Letter had it been given on such date and modified as necessary to relate to the Registration Statement and the Prospectus, as amended and supplemented to the date of such letter.

(n) [Reserved.]

(o) Market Activities. The Company will not, directly or indirectly, (i) take any action designed to cause or result in, or that constitutes or would reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of Common Stock or (ii) sell, bid for, or purchase Common Stock in violation of Regulation M, or pay anyone any compensation for soliciting purchases of the Placement Shares other than the Agent.

(p) Investment Company Act. The Company will conduct its affairs in such a manner so as to reasonably ensure that neither it nor any of its Subsidiaries will be or become, at any time prior to the termination of this Agreement, required to register as an “investment company,” as such term is defined in the Investment Company Act.

(q) No Offer to Sell. Other than an Issuer Free Writing Prospectus approved in advance by the Company and the Agent in its capacity as agent hereunder, neither the Agent nor the Company (including its agents and representatives, other than the Agent in its capacity as such) will make, use, prepare, authorize, approve or refer to any written communication (as defined in Rule 405 under the Securities Act), required to be filed with the Commission, that constitutes an offer to sell or solicitation of an offer to buy Placement Shares hereunder.

(r) Blue Sky and Other Qualifications. The Company will use its commercially reasonable efforts, in cooperation with the Agent, to qualify the Placement Shares for offering and sale, or to obtain an exemption for the Placement Shares to be offered and sold, under the applicable securities laws of such jurisdictions in the United States as the Agent may reasonably designate and to maintain such qualifications and exemptions in effect for so long as required for the distribution of the Placement Shares; *provided, however*, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(s) Sarbanes-Oxley Act. The Company will maintain and keep accurate books and records reflecting its assets and maintain internal accounting controls in a manner designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and including those policies and procedures that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company, (ii) provide reasonable assurance that transactions are recorded as necessary to permit the preparation of the Company’s consolidated financial statements in accordance with generally accepted accounting principles, (iii) that receipts and expenditures of the Company are being made only in accordance with management’s and the Company’s directors’ authorization, provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company’s assets that could have a material effect on its financial statements. The Company will maintain such controls and other procedures, including, without limitation, those required by Sections 302 and 906 of the Sarbanes-Oxley Act, and the applicable regulations thereunder that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission’s rules and forms,

including, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated Company's management, including its principal executive officer and principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure and to ensure that material information relating to the Company is made known to them by others within the Company, particularly during the period in which such periodic reports are being prepared.

(t) Secretary's Certificate; Further Documentation. Prior to the date of the first Placement Notice, the Company shall deliver to the Agent a certificate of the Secretary of the Company and attested to by an executive officer of the Company, dated as of such date, certifying as to (i) the Third Amended and Restated Articles of Incorporation of the Company, (ii) the Third Amended and Restated Bylaws of the Company and (iii) the resolutions of the Board of Directors of the Company authorizing the execution, delivery and performance of this Agreement and the issuance of the Placement Shares. Within five (5) Trading Days of each Representation Date, the Company shall have furnished to the Agent such further information, certificates and documents as the Agent may reasonably request.

8. [Reserved.]

9. Payment of Expenses. The Company will pay all expenses incident to the performance of its obligations under this Agreement, including (i) the preparation and filing of the Registration Statement, including any fees required by the Commission, and the printing or electronic delivery of the Prospectus as originally filed and of each amendment and supplement thereto, in such number as the Agent shall deem reasonably necessary, (ii) the printing and delivery to the Agent of this Agreement and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Placement Shares, (iii) the preparation, issuance and delivery of the certificates, if any, for the Placement Shares to the Agent, including any stock or other transfer taxes and any capital duties, stamp duties or other duties or taxes payable upon the sale, issuance or delivery of the Placement Shares to the Agent, (iv) the fees and disbursements of the counsel, accountants and other advisors to the Company, (v) the reasonable and documented out-of-pocket fees and expenses of the Agent (including, but not limited to, the reasonable and documented out-of-pocket fees and expenses of the counsel to the Agent), payable upon the execution of this Agreement, in an amount not to exceed \$75,000.00 as of the date of this Agreement, plus an additional amount not to exceed \$5,000 per fiscal quarter on an ongoing basis during the term of this Agreement, (vi) the qualification or exemption of the Placement Shares under state securities laws in accordance with the provisions of Section 7(r) hereof, including filing fees, but excluding fees of the Agent's counsel, (vii) the printing and delivery to the Agent of copies of any Permitted Issuer Free Writing Prospectus and the Prospectus and any amendments or supplements thereto in such number as the Agent shall deem necessary, (viii) the preparation, printing and delivery to the Agent of copies of the blue sky survey, (ix) the fees and expenses of the transfer agent and registrar for the Common Stock, (x) the filing and other fees incident to any review by FINRA of the terms of the sale of the Placement Shares including the fees of the Agent's counsel (subject to the cap, set forth in clause (v) above), and (xi) the fees and expenses incurred in connection with the listing of the Placement Shares on the Exchange.

10. Conditions to Agent's Obligations. The obligations of the Agent hereunder with respect to a Placement will be subject to the continuing accuracy and completeness of the representations and warranties made by the Company herein (other than those representations and warranties made as of a specified date or time), to the due performance in all material respects by the Company of its obligations hereunder, to the completion by the Agent of a due diligence review satisfactory to it in its reasonable judgment, and to the continuing reasonable satisfaction (or waiver by the Agent in its sole discretion) of the following additional conditions:

(a) Registration Statement Effective. The Registration Statement shall remain effective and shall be available for the sale of all Placement Shares contemplated to be issued by any Placement Notice.

(b) No Material Notices. None of the following events shall have occurred and be continuing: (i) receipt by the Company of any request for additional information from the Commission or any other federal or state Governmental Authority during the period of effectiveness of the Registration Statement, the response to which would require any post-effective amendments or supplements to the Registration Statement or the Prospectus (other than immaterial amendments or supplements to documents incorporated by reference therein) if such post-effective amendments or supplements have not been made and become effective; (ii) the issuance by the Commission or any other federal or state Governmental Authority of any stop order suspending the effectiveness of the Registration Statement or receipt by the Company of notification of the initiation of any proceedings for that purpose; (iii) receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Placement Shares for sale in any jurisdiction or receipt by the Company of notification of the initiation or threatening of any proceeding for such purpose; or (iv) the occurrence of any event that makes any statement of a material fact made in the Registration Statement or the Prospectus or any material Incorporated Documents untrue in any material respects or that requires the making of any changes in the Registration Statement, the Prospectus or any material Incorporated Documents so that, in the case of the Registration Statement, it will not contain any materially untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and, that in the case of the Prospectus or any material Incorporated Document, it will not contain any materially untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) No Misstatement or Material Omission. The Agent shall not have advised the Company that the Registration Statement or Prospectus, or any amendment or supplement thereto, contains an untrue statement of fact that in the Agent's reasonable opinion, in consultation with outside counsel, is material, or omits to state a fact that in the Agent's reasonable opinion is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(d) Material Changes. Except as contemplated in the Prospectus, or disclosed in the Company's reports filed with the Commission, there shall not have been any Material Adverse Effect or any development that would cause a Material Adverse Effect, or a downgrading in or

withdrawal of the rating assigned to any of the Company's securities (other than asset backed securities) by any "nationally recognized statistical rating organization" as such term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act (a "**Rating Organization**"), or a public announcement by any Rating Organization that it has under surveillance or review its rating of any of the Company's securities (other than asset backed securities), the effect of which, in the case of any such action by a Rating Organization described above, in the reasonable judgment of the Agent (without relieving the Company of any obligation or liability it may otherwise have), is so material as to make it impracticable or inadvisable to proceed with the offering of the Placement Shares on the terms and in the manner contemplated in the Prospectus.

(e) Company Counsel Legal Opinion. The Agent shall have received the opinion and negative assurance letter of Company Counsel required to be delivered pursuant to Section 7(l), on or before the date on which such delivery of such opinion and negative assurance letter are required pursuant to Section 7(l).

(f) Comfort Letter. The Agent shall have received the Comfort Letter required to be delivered pursuant to Section 7(m) on or before the date on which such delivery of such Comfort Letter is required pursuant to Section 7(m).

(g) Agent Counsel Legal Opinion. The Agent shall have received from Morgan, Lewis & Bockius LLP, counsel for the Agent ("**Agent Counsel**"), an opinion and negative assurance letter of Agent Counsel, in form and substance satisfactory to the Agent, on or before each date on which the delivery of the opinion and negative assurance letter by the Company is required pursuant to Section 7(l), with respect to such matters as the Agent may reasonably require.

(h) Representation Certificate. The Agent shall have received the certificate required to be delivered pursuant to Section 7(k) on or before the date on which delivery of such certificate is required pursuant to Section 7(k).

(i) No Suspension. Trading in the Common Stock shall not have been suspended on the Exchange and the Common Stock shall not have been delisted from the Exchange.

(j) Other Materials. On each date on which the Company is required to deliver a certificate pursuant to Section 7(k), the Company shall have furnished to the Agent such appropriate further information, opinions, certificates, letters and other documents as the Agent may reasonably request and which are usually and customarily furnished by an issuer of securities in connection with a securities offering of the type contemplated hereby. All such opinions, certificates, letters and other documents will be in compliance with the provisions hereof.

(k) Securities Act Filings Made. All filings with the Commission required by Rule 424 under the Securities Act to have been filed prior to the issuance of any Placement Notice hereunder shall have been made within the applicable time period prescribed for such filing by Rule 424.

(l) Approval for Listing. The Placement Shares shall either have been (i) approved for listing on the Exchange, subject only to notice of issuance, or (ii) the Company shall

have filed an application for listing of the Placement Shares on the Exchange at, or prior to, the issuance of any Placement Notice and the Exchange shall have reviewed such application and not provided any objections thereto.

(m) No Termination Event. There shall not have occurred any event that would permit the Agent to terminate this Agreement pursuant to Section 13(a).

#### 11. Indemnification and Contribution.

(a) Company Indemnification. The Company agrees to indemnify and hold harmless the Agent and its controlled affiliates, partners, members, directors, officers, employees and agents and each person, if any, who controls the Agent or any controlled affiliate within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, joint or several, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, or arising out of any untrue statement or alleged untrue statement of a material fact included in any related Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, joint or several, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any Governmental Authority, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; *provided* that (subject to Section 11(d) below) any such settlement is effected with the written consent of the Company, which consent shall not unreasonably be delayed or withheld; and

(iii) against any and all expense whatsoever, as incurred (including the reasonable and documented fees and disbursements of counsel), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any Governmental Authority, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above,

*provided, however*, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made solely in reliance upon and in conformity with the Agent Information (as defined below).

(b) Indemnification by the Agent. The Agent agrees to indemnify and hold harmless the Company and its directors and officers, and each person, if any, who (i) controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange

Act or (ii) is controlled by or is under common control with the Company against any and all loss, liability, claim, damage and expense described in the indemnity contained in Section 11(a), as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendments thereto), the Prospectus (or any amendment or supplement thereto) or any Issuer Free Writing Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with information relating to the Agent and furnished to the Company in writing by the Agent expressly for use therein. The Company hereby acknowledges that the only information that the Agent has furnished to the Company expressly for use in the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus (or any amendment or supplement thereto) are the statements set forth in the ninth and tenth paragraphs under the caption “Plan of Distribution” in the Prospectus (the “**Agent Information**”).

(c) Procedure. Any party that proposes to assert the right to be indemnified under this Section 11 will, promptly after receipt of notice of commencement of any action against such party in respect of which a claim is to be made against an indemnifying party or parties under this Section 11, notify each such indemnifying party of the commencement of such action, enclosing a copy of all papers served, but the omission so to notify such indemnifying party will not relieve the indemnifying party from (i) any liability that it might have to any indemnified party otherwise than under this Section 11 and (ii) any liability that it may have to any indemnified party under the foregoing provisions of this Section 11 unless, and only to the extent that, such omission results in the forfeiture of substantive rights or defenses by the indemnifying party. If any such action is brought against any indemnified party and it notifies the indemnifying party of its commencement, the indemnifying party will be entitled to participate in and, to the extent that it elects by delivering written notice to the indemnified party promptly after receiving notice of the commencement of the action from the indemnified party, jointly with any other indemnifying party similarly notified, to assume the defense of the action, with counsel reasonably satisfactory to the indemnified party, and after notice from the indemnifying party to the indemnified party of its election to assume the defense, the indemnifying party will not be liable to the indemnified party for any other legal expenses except as provided below and except for the reasonable and documented costs of investigation subsequently incurred by the indemnified party in connection with the defense. The indemnified party will have the right to employ its own counsel in any such action, but the fees, expenses and other charges of such counsel will be at the expense of such indemnified party unless (1) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (2) the indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (3) a conflict or potential conflict exists (based on advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party) or (4) the indemnifying party has not in fact employed counsel to assume the defense of such action or counsel reasonably satisfactory to the indemnified party, in each case, within a reasonable time after receiving notice of the commencement of the action; in each of which cases the reasonable and documented fees, disbursements and other charges of counsel will be at the expense of the indemnifying party or parties. It is understood that the indemnifying party or parties shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable and

documented fees, disbursements and other charges of more than one separate firm (plus local counsel) admitted to practice in such jurisdiction at any one time for all such indemnified party or parties. All such fees, disbursements and other charges will be reimbursed by the indemnifying party after notice received by the indemnified person. An indemnifying party will not, in any event, be liable for any settlement of any action or claim effected without its written consent. No indemnifying party shall, without the prior written consent of each indemnified party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding relating to the matters contemplated by this Section 11 (whether or not any indemnified party is a party thereto), unless such settlement, compromise or consent (1) includes an express and unconditional release of each indemnified party, in form and substance reasonably satisfactory to such indemnified party, from all liability arising out of such litigation, investigation, proceeding or claim and (2) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Settlement Without Consent if Failure to Reimburse. If an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable and documented fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 11(a)(ii) effected without its written consent if (1) such settlement is entered into more than 60 days after receipt by such indemnifying party of the aforesaid request, (2) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (3) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

(e) [Reserved.]

(f) Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in the foregoing paragraphs of this Section 11 is applicable in accordance with its terms but for any reason is held to be unavailable or insufficient from the Company or the Agent, the Company and the Agent will contribute to the total losses, claims, liabilities, expenses and damages (including any investigative, legal and other expenses reasonably incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claim asserted) to which the Company and the Agent may be subject in such proportion as shall be appropriate to reflect the relative benefits received by the Company on the one hand and the Agent on the other hand. The relative benefits received by the Company on the one hand and the Agent on the other hand shall be deemed to be in the same proportion as the total net proceeds from the sale of the Placement Shares (before deducting expenses) received by the Company bear to the total compensation received by the Agent from the sale of Placement Shares on behalf of the Company. If, but only if, the allocation provided by the foregoing sentence is not permitted by applicable law, the allocation of contribution shall be made in such proportion as is appropriate to reflect not only the relative benefits referred to in the foregoing sentence but also the relative fault of the Company, on the one hand, and the Agent, on the other hand, with respect to the statements or omission that resulted in such loss, claim, liability, expense or damage, or action in respect thereof, as well as any other relevant equitable considerations with respect to such offering. Such relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a

material fact relates to information supplied by the Company or the Agent, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Agent agree that it would not be just and equitable if contributions pursuant to this Section 11(f) were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, liability, expense, or damage, or action in respect thereof, referred to above in this Section 11(f) shall be deemed to include, for the purpose of this Section 11(f), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim to the extent consistent with Section 11(c) hereof. Notwithstanding the foregoing provisions of this Section 11(f), the Agent shall not be required to contribute any amount in excess of the commissions received by it under this Agreement and no person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 11(f), any person who controls a party to this Agreement within the meaning of the Securities Act, any affiliates of the Agent and any officers, directors, partners, employees or agents of the Agent or any of its affiliates, will have the same rights to contribution as that party, and each director of the Company and each officer of the Company who signed the Registration Statement will have the same rights to contribution as the Company, subject in each case to the provisions hereof. Any party entitled to contribution, promptly after receipt of notice of commencement of any action against such party in respect of which a claim for contribution may be made under this Section 11(f), will notify any such party or parties from whom contribution may be sought, but the omission to so notify will not relieve that party or parties from whom contribution may be sought from any other obligation it or they may have under this Section 11(f) except to the extent that the failure to so notify such other party materially prejudiced the substantive rights or defenses of the party from whom contribution is sought. Except for a settlement entered into pursuant to the last sentence of Section 11(c) hereof, no party will be liable for contribution with respect to any action or claim settled without its written consent if such consent is required pursuant to Section 11(c) hereof.

12. Representations and Agreements to Survive Delivery. The indemnity and contribution agreements contained in Section 11 of this Agreement and all representations and warranties of the Company herein or in certificates delivered pursuant hereto shall survive, as of their respective dates, regardless of (i) any investigation made by or on behalf of the Agent, any controlling persons, or the Company (or any of their respective officers, directors or controlling persons), (ii) delivery and acceptance of the Placement Shares and payment therefor or (iii) any termination of this Agreement.

### 13. Termination.

(a) The Agent may terminate this Agreement, by notice to the Company, as hereinafter specified at any time (1) if there has been, since the time of execution of this Agreement or since the date as of which information is given in the Prospectus, any Material Adverse Effect, or any development that would have a Material Adverse Effect that, in the sole judgment of the Agent is material and adverse and makes it impractical or inadvisable to market the Placement Shares or to enforce contracts for the sale of the Placement Shares, (2) if there has occurred any

material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Agent, impracticable or inadvisable to market the Placement Shares or to enforce contracts for the sale of the Placement Shares, (3) if trading in the Common Stock has been suspended or limited by the Commission or the Exchange, or if trading generally on the Exchange has been suspended or limited, or minimum prices for trading have been fixed on the Exchange, (4) if any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market shall have occurred and be continuing, (5) if a major disruption of securities settlements or clearance services in the United States shall have occurred and be continuing, or (6) if a banking moratorium has been declared by either U.S. Federal or New York authorities. Any such termination shall be without liability of any party to any other party except that the provisions of Section 9 (Payment of Expenses), Section 11 (Indemnification and Contribution), Section 12 (Representations and Agreements to Survive Delivery), Section 18 (Governing Law and Time; Waiver of Jury Trial) and Section 19 (Consent to Jurisdiction) hereof shall remain in full force and effect notwithstanding such termination. If the Agent elects to terminate this Agreement as provided in this Section 13(a), the Agent shall provide the required notice as specified in Section 14 (Notices).

(b) The Company shall have the right, by giving five (5) days' notice as hereinafter specified to terminate this Agreement in its sole discretion at any time after the date of this Agreement. Any such termination shall be without liability of any party to any other party except that the provisions of Section 9, Section 11, Section 12, Section 18 and Section 19 hereof shall remain in full force and effect notwithstanding such termination.

(c) The Agent shall have the right, by giving five (5) days' notice as hereinafter specified to terminate this Agreement in its sole discretion at any time after the date of this Agreement. Any such termination shall be without liability of any party to any other party except that the provisions of Section 9, Section 11, Section 12, Section 18 and Section 19 hereof shall remain in full force and effect notwithstanding such termination.

(d) Unless earlier terminated pursuant to this Section 13, this Agreement shall automatically terminate upon the issuance and sale of all of the Placement Shares through the Agent on the terms and subject to the conditions set forth herein, except that the provisions of Section 9, Section 11, Section 12, Section 18 and Section 19 hereof shall remain in full force and effect notwithstanding such termination.

(e) This Agreement shall remain in full force and effect unless terminated pursuant to Sections 13(a), (b), (c) or (d) above or otherwise by mutual agreement of the parties; *provided, however*, that any such termination by mutual agreement shall in all cases be deemed to provide that Section 9, Section 11, Section 12, Section 18 and Section 19 shall remain in full force and effect. Upon termination of this Agreement, the Company shall not have any liability to the Agent for any discount, commission or other compensation with respect to any Placement Shares not otherwise sold by the Agent under this Agreement.

(f) Any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided, however*, that such termination shall not be effective until the close of business on the date of receipt of such notice by the Agent or the Company, as the case may be. If such termination shall occur prior to the Settlement Date for any sale of Placement Shares, such Placement Shares shall settle in accordance with the provisions of this Agreement.

14. Notices. All notices or other communications required or permitted to be given by any party to any other party pursuant to the terms of this Agreement shall be in writing, unless otherwise specified, and if sent to the Agent, shall be delivered to:

B. Riley Securities, Inc.  
299 Park Avenue, 21st Floor  
New York, New York 10171  
Attention: General Counsel  
Email: atmdesk@brileyfin.com

with a copy to:

Morgan, Lewis & Bockius LLP  
1400 Page Mill Road  
Palo Alto, CA 94304  
Attention: Albert Lung  
Email: albert.lung@morganlewis.com

and if to the Company, shall be delivered to:

SEACOR Marine Holdings Inc.  
c/o Legal Department  
12121 Wickchester Lane  
Suite 500  
Houston, TX 77079  
Attention: Andrew H. Everett III  
Email: aeverett@seacormarine.com

with copies to:

Milbank LLP  
55 Hudson Yards  
New York, New York 10001  
Attention: Brett Nadritch  
Email: bnadritch@milbank.com

Each party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose. Each such notice or other communication shall be deemed given (i) when delivered personally or by verifiable facsimile transmission (with an original to follow) on or before 4:30 p.m., New York City time, on a

Business Day or, if such day is not a Business Day, on the next succeeding Business Day, (ii) on the next Business Day after timely delivery to a nationally-recognized overnight courier and (iii) on the Business Day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid). For purposes of this Agreement, “**Business Day**” shall mean any day on which the Exchange and commercial banks in the City of New York are open for business.

An electronic communication (“**Electronic Notice**”) shall be deemed written notice for purposes of this Section 14 if sent to the electronic mail address specified by the receiving party under separate cover. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form (“**Nonelectronic Notice**”) which shall be sent to the requesting party within ten (10) days of receipt of the written request for Nonelectronic Notice.

15.Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Company and the Agent and their respective successors and the parties referred to in Section 11 hereof. References to any of the parties contained in this Agreement shall be deemed to include the successors and permitted assigns of such party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party; *provided, however*, that the Agent may assign its rights and obligations hereunder to an affiliate thereof without obtaining the Company’s consent.

16.Adjustments for Stock Splits. The parties acknowledge and agree that all share-related numbers contained in this Agreement shall be adjusted to take into account any stock split, stock dividend or similar event effected with respect to the Placement Shares.

17.Entire Agreement; Amendment; Severability; Waiver. This Agreement (including all schedules and exhibits attached hereto and Placement Notices issued pursuant hereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. Neither this Agreement nor any term hereof may be amended except pursuant to a written instrument executed by the Company and the Agent. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the parties as reflected in this Agreement. No implied waiver by a party shall arise in the absence of a waiver in writing signed by such party. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

**18. GOVERNING LAW AND TIME; WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS. SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**19. CONSENT TO JURISDICTION. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREBY, AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. EACH PARTY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF (CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED) TO SUCH PARTY AT THE ADDRESS IN EFFECT FOR NOTICES TO IT UNDER THIS AGREEMENT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW.**

**20. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by one party to the other may be made by facsimile or electronic transmission.

**21. Construction.** The section and exhibit headings herein are for convenience only and shall not affect the construction hereof. References herein to any law, statute, ordinance, code, regulation, rule or other requirement of any Governmental Authority shall be deemed to refer to such law, statute, ordinance, code, regulation, rule or other requirement of any Governmental Authority as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder.

**22. Permitted Free Writing Prospectuses.** The Company represents, warrants and agrees that, unless it obtains the prior written consent of the Agent (which consent shall not be

unreasonably withheld or delayed), and the Agent represents, warrants and agrees that, unless it obtains the prior written consent of the Company, it has not made and will not make any offer relating to the Placement Shares that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a “free writing prospectus,” as defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Agent or by the Company, as the case may be, is hereinafter referred to as a “Permitted Free Writing Prospectus.” The Company represents and warrants that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an “Issuer Free Writing Prospectus,” as defined in Rule 433, and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely filing with the Commission where required, legending and record keeping. For the purposes of clarity, the parties hereto agree that all free writing prospectuses, if any, listed in Exhibit 23 hereto are Permitted Free Writing Prospectuses.

23. Absence of Fiduciary Relationship. The Company acknowledges and agrees that:

(a) the Agent is acting solely as agent in connection with the public offering of the Placement Shares and in connection with each transaction contemplated by this Agreement and the process leading to such transactions, and no fiduciary or advisory relationship between the Company or any of its respective affiliates, stockholders (or other equity holders), creditors or employees or any other party, on the one hand, and the Agent, on the other hand, has been or will be created in respect of any of the transactions contemplated by this Agreement, irrespective of whether or not the Agent has advised or is advising the Company on other matters, and the Agent has no obligation to the Company with respect to the transactions contemplated by this Agreement except the obligations expressly set forth in this Agreement;

(b) it is capable of evaluating and understanding, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) the Agent has not provided any legal, accounting, regulatory or tax advice with respect to the transactions contemplated by this Agreement and it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate;

(d) it is aware that the Agent and its affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and the Agent and its affiliates have no obligation to disclose such interests and transactions to the Company by virtue of any fiduciary, advisory or agency relationship or otherwise; and

(e) it waives, to the fullest extent permitted by law, any claims it may have against the Agent or its affiliates for breach of fiduciary duty or alleged breach of fiduciary duty in connection with the sale of Placement Shares under this Agreement and agrees that the Agent and its affiliates shall not have any liability (whether direct or indirect, in contract, tort or otherwise) to it in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on its behalf or in right of it or the Company, employees or creditors of the Company.

24. Definitions. As used in this Agreement, the following terms have the respective meanings set forth below:

**“Applicable Time”** means (i) each Representation Date, (ii) the time of each sale of any Placement Shares pursuant to this Agreement and (iii) each Settlement Date.

**“Governmental Authority”** means (i) any federal, provincial, state, local, municipal, national or international government or governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body (public or private); (ii) any self-regulatory organization; or (iii) any political subdivision of any of the foregoing.

**“Interim Prospectus Supplement”** shall mean any prospectus supplement prepared and filed pursuant to Rule 424(b) as provided by Section 7(j) of this Agreement.

**“Issuer Free Writing Prospectus”** shall mean an issuer free writing prospectus, as defined in Rule 433.

**“Rule 164,” “Rule 172,” “Rule 405,” “Rule 415,” “Rule 424,” “Rule 424(b),” “Rule 430B,”** and **“Rule 433”** refer to such rules under the Securities Act.

All references in this Agreement to financial statements and schedules and other information that is “contained,” “included” or “stated” in the Registration Statement or the Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information that is incorporated by reference in the Registration Statement or the Prospectus, as the case may be.

All references in this Agreement to the Registration Statement, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to EDGAR; all references in this Agreement to any Issuer Free Writing Prospectus (other than any Issuer Free Writing Prospectuses that, pursuant to Rule 433, are not required to be filed with the Commission) shall be deemed to include the copy thereof filed with the Commission pursuant to EDGAR; and all references in this Agreement to “supplements” to the Prospectus shall include, without limitation, any supplements, “wrappers” or similar materials prepared in connection with any offering, sale or private placement of any Placement Shares by the Agent outside of the United States.

*[Signature Page Follows]*

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If the foregoing correctly sets forth the understanding between the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement between the Company and the Agent.

Very truly yours,

**SEACOR MARINE HOLDINGS INC.**

By: /s/ Jesús Llorca

Name: Jesús Llorca

Title: Executive Vice President and Chief Financial Officer

Accepted: As of the date first written above

**B. RILEY SECURITIES, INC.**

By: /s/ Patrice McNicoll

Name: Patrice McNicoll

Title: Co-Head of Investment Banking

SCHEDULE 1

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Form of Placement Notice

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From: SEACOR Marine Holdings Inc.

To: B. Riley Securities, Inc.  
Attention: [●]

Subject: Placement Notice

Date: [●], 2023

Ladies and Gentlemen:

Pursuant to the terms and subject to the conditions contained in the At Market Issuance Sales Agreement between SEACOR Marine Holdings Inc., a Delaware corporation (the “**Company**”) and B. Riley Securities, Inc. (the “**Agent**”), dated November 1, 2023, the Company hereby requests that the Agent sell up to [●] of the Company’s Common Stock, par value \$0.01 per share, at a minimum market price of \$[●] per share, during the time period beginning [month, day, time] and ending [month, day, time].

## SCHEDULE 2

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### Compensation

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The Company shall pay to the Agent in cash, upon each sale of Placement Shares through the Agent pursuant to this Agreement, an amount up to 3.0% of the aggregate gross proceeds from each sale of Placement Shares.

## SCHEDULE 3

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### Notice Parties

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#### The Company

John Gellert (jgellert@seacormarine.com)

Jesús Llorca (jllorca@seacormarine.com)

#### The Agent

Patrice McNicoll (pmnicoll@brileyfin.com)

Seth Appel (sappel@brileyfin.com)

Ernie Dahlman (edahlman@brileyfin.com)

Natalie Bend (nbend@brileyfin.com)

With copies to: atmadmin@brileyfin.com

**SCHEDULE 4**

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**Subsidiaries**

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**Company      Jurisdiction**

Falcon Global USA LLC      Delaware  
Falcon Global International LLC      Marshall Islands  
SEACOR LB Offshore (MI) LLC      Marshall Islands  
Falcon Global Holdings LLC      Delaware  
SEACOR LB Holdings LLC      Delaware  
SEACOR Marine LLC      Delaware  
SEACOR Acadian Companies Inc.      Delaware  
SEACOR Offshore Delta LLC      Marshall Islands  
SEACOR Offshore Asia LLC      Marshall Islands  
SEACOR Marine Asia Holdings Inc.      Marshall Islands  
SEACOR Marine Foreign Holdings Inc.      Marshall Islands  
SEACOR Marine International Holdings LLC      Marshall Islands

**Form of Representation Date Certificate Pursuant to Section 7(k)**

The undersigned, the duly qualified and elected [Chief Executive Officer][Chief Financial Officer], of SEACOR Marine Holdings Inc., a Delaware corporation (the "Company"), does hereby certify in such capacity and on behalf of the Company, pursuant to Section 7(k) of the Sales Agreement, dated November 1, 2023 (the "Sales Agreement"), between the Company and B. Riley Securities, Inc., that to the best of the knowledge of the undersigned:

(i) The representations and warranties of the Company in Section 6 of the Sales Agreement are true and correct on and as of the date hereof with the same force and effect as if expressly made on and as of the date hereof, except for those representations and warranties that speak solely as of a specific date and which were true and correct as of such date; *provided, however*, that such representations and warranties also shall be qualified by the disclosure included or incorporated by reference in the Registration Statement and Prospectus; and

(ii) The Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied pursuant to the Sales Agreement at or prior to the date hereof.

Capitalized terms used herein without definition shall have the meanings given to such terms in the Sales Agreement.

**SEACOR MARINE HOLDINGS INC.**

By:  
Name:  
Title:

Date: [●]

**Exhibit 23**

**Permitted Free Writing Prospectus**

None.

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T: 212.530.5000

**Exhibit 5.1**

November 1, 2023

SEACOR Marine Holdings Inc.

12121 Wickchester Lane, Suite 500

Houston, Texas 77079

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-3, File No. 333-262447 (the "Registration Statement"), filed by SEACOR Marine Holdings Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), which Registration Statement became effective upon filing pursuant to Rule 462(e) under the Securities Act. Pursuant to the Registration Statement, the Company is offering up to \$25,000,000 of shares (the "Shares") of its common stock, \$0.01 par value per share (the "Common Stock"). The Shares are to be offered and sold, from time to time, by the Company pursuant to a Sales Agreement dated November 1, 2023 (the "Sales Agreement") between the Company and the agent named therein (the "Agent").

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

We have examined the Registration Statement, the base prospectus dated February 11, 2022 included in the Registration Statement (the "Base Prospectus"), the prospectus supplement dated November 1, 2023 to be filed with the Commission pursuant to Rule 424(b) under the Act (together with the Base Prospectus, the "Prospectus"), the Sales Agreement, the Company's certificate of incorporation and by-laws and the resolutions adopted by the board of directors of the Company (the "Board of Directors") established by such board relating to the Registration Statement, the Prospectus and the

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issuance of the Shares by the Company. We have also examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and statements of the Company and other corporate documents and instruments, and have examined such questions of law, as we have considered relevant and necessary as a basis for this opinion letter. We have assumed the authenticity of all documents submitted to or obtained by us as originals, the genuineness of all signatures, the legal capacity of all persons and the conformity with the original documents of any copies thereof submitted to or obtained by us for examination. As to facts relevant to the opinions expressed herein, we have relied without independent investigation or verification upon, and assumed the accuracy and completeness of, certificates, letters and oral and written statements and representations of public officials and officers and other representatives of the Company, including the representations and warranties made in the Sales Agreement.

Based on and subject to the foregoing and the other limitations, qualifications and assumptions set forth herein, we are of the opinion that the issuance and sale of the Shares pursuant to the Sales Agreement have been duly authorized by the Company and, when (A) the number of Shares to be offered, issued and sold by the Company from time to time and the respective purchase prices, Agent's discounts or commissions, and times and dates of offering, issuance and sale, and the offering, issuance and sale thereof, have been duly authorized and approved by duly authorized officers of the Company, all as provided in, and in compliance with the parameters, limitations and other terms set forth in resolutions duly adopted by the Company's Board of Directors or any duly authorized committees thereof, and agreed upon by the Company, the Agent and the purchasers thereof and (B) such Shares are duly issued and delivered by the Company in accordance with the Sales Agreement against receipt by the Company of the agreed upon purchase price therefor), will be validly issued, fully paid and non-assessable.

In rendering the opinion set forth in the immediately preceding paragraph, we have assumed that the net proceeds received by the Company (after deduction of discounts and commissions) for each Share issued or sold pursuant to the Sales Agreement will equal or exceed the par value thereof and that, at the time of any issuance of Shares pursuant to the Sales Agreement, the number of such Shares will not exceed the number of authorized and unissued shares of Common Stock that have not been reserved for issuance for other purposes.

We note that the Company's Board of Directors adopted resolutions on November 1, 2023 (the "Resolutions") authorizing the issuance and sale of up to \$25,000,000 shares of Common Stock in one or more "at-the-market" offerings, including the offering of the Shares contemplated by the Sales Agreement (collectively, "Offerings"), and upon the conversion, exercise or settlement of certain securities,

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agreements and rights issued or sold in or in connection with the Offerings. The Resolutions establish a minimum price per share of Common Stock to be received by the Company. Accordingly, and without limitation to the provisions of clauses (A) or (B) of the second preceding paragraph, we have assumed that the Company's offering, issuance and sale of Shares pursuant to the Sales Agreement will comply with such minimum price per share and the other terms and provisions of the Resolutions (and any other limitations, parameters or other terms or provisions applicable to the offering, issuance or sale of the Shares that may be established by resolutions duly adopted by the Company's Board of Directors or any committee thereof from time to time).

This opinion letter is limited to the General Corporation Law of the State of Delaware. We express no opinion as to any other laws, rules or regulations, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws.

We hereby consent to the filing of this opinion letter as an Exhibit to the Registration Statement and to all references to our Firm included in or made a part of the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Milbank LLP

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13a-14(a) AND 15d-14(a), AS AMENDED**

I, John Gellert, certify that:

1. I have reviewed this quarterly report on Form 10-Q of SEACOR Marine Holdings Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 1, 2023

/s/ John Gellert

Name: John Gellert

Title: *President and Chief Executive Officer  
(Principal Executive Officer)*

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**CERTIFICATION BY THE PRINCIPAL FINANCIAL OFFICER PURSUANT TO  
RULE 13a-14(a) AND RULE 15d-14(a), AS AMENDED**

I, Jesús Llorca, certify that:

1. I have reviewed this quarterly report on Form 10-Q of SEACOR Marine Holdings Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 1, 2023

/s/ Jesús Llorca

Name: Jesús Llorca

Title: *Executive Vice President and  
Chief Financial Officer  
(Principal Financial Officer)*

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED BY SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Each of the undersigned, the Chief Executive Officer and the Chief Financial Officer of SEACOR Marine Holdings Inc. (the "Company"), hereby certifies, to the best of her/his knowledge and belief, that the Form 10-Q of the Company for the quarterly period ended September 30, 2023 (the "Periodic Report") accompanying this certification fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company. This certification is provided solely for purposes of complying with the provisions of Section 906 of the Sarbanes-Oxley Act and is not intended to be used for any other purpose.

Date: November 1, 2023

/s/ John Gellert

Name: John Gellert

Title: *President and Chief Executive Officer  
(Principal Executive Officer)*

Date: November 1, 2023

/s/ Jesús Llorca

Name: Jesús Llorca

Title: *Executive Vice President and  
Chief Financial Officer  
(Principal Financial Officer)*

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