

# Section 1: 10-K (10-K)

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

## FORM 10-K

FOR ANNUAL AND TRANSITION REPORTS  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

(Mark One)

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

For the fiscal year ended December 31, 2017

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 1-6479-1

**OVERSEAS SHIPHOLDING GROUP, INC.**  
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

13-2637623

(I.R.S. Employer Identification Number)

302 Knights Run Avenue, Tampa, Florida

(Address of principal executive offices)

33602

(Zip Code)

Registrant's telephone number, including area code: 813-209-0600

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

Title of each class

Class A Common Stock (par value \$0.01 per share)

Name of each exchange on which registered

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes  No

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 and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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. (Check one):

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

If 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

**APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PRECEDING FIVE YEARS**

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes  No

The aggregate market value of the common equity held by non-affiliates of the registrant on June 30, 2017, the last business day of the registrant’s most recently completed second quarter, was \$121,143,471, based on the closing price of \$2.66 per share of Class A common stock on the NYSE exchange on that date. For this purpose, all outstanding shares of common stock have been considered held by non-affiliates, other than the shares beneficially owned by directors, officers and certain 5% stockholders of the registrant; certain of such persons disclaim that they are affiliates of the registrant.

The number of shares outstanding of the issuer’s Class A common stock, as of January 31, 2018: Class A common stock, par value \$0.01 – 78,361,687 shares. Excluded from these amounts are penny warrants, which were outstanding as of January 31, 2018, for the purchase of 9,558,118 shares of Class A common stock without consideration of any withholding pursuant to the cashless exercise procedures.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant’s definitive proxy statement to be filed by the registrant in connection with its 2018 Annual Meeting of Stockholders are incorporated by reference in Part III

## TABLE OF CONTENTS

	<a href="#">Available Information</a>	<a href="#">i</a>
	<a href="#">Forward-Looking Statements</a>	<a href="#">i</a>
	<a href="#">Supplementary Financial Information</a>	<a href="#">ii</a>
	<a href="#">Glossary</a>	<a href="#">iii</a>
<b><a href="#">PART I</a></b>		
Item 1.	<a href="#">Business</a>	<a href="#">1</a>
	<a href="#">Overview and Recent Developments</a>	<a href="#">1</a>
	<a href="#">Fleet Operations</a>	<a href="#">2</a>
	<a href="#">Employees</a>	<a href="#">4</a>
	<a href="#">Competition</a>	<a href="#">4</a>
	<a href="#">Environmental and Security Matters Relating to Bulk Shipping</a>	<a href="#">4</a>
	<a href="#">Inspection by Classification Societies</a>	<a href="#">12</a>
	<a href="#">Insurance</a>	<a href="#">13</a>
	<a href="#">Taxation of the Company</a>	<a href="#">14</a>
Item 1A.	<a href="#">Risk Factors</a>	<a href="#">15</a>
Item 1B.	<a href="#">Unresolved Staff Comments</a>	<a href="#">31</a>
Item 2.	<a href="#">Properties</a>	<a href="#">31</a>
Item 3.	<a href="#">Legal Proceedings</a>	<a href="#">31</a>
Item 4.	<a href="#">Mine Safety Disclosures</a>	<a href="#">31</a>
<b><a href="#">PART II</a></b>		
Item 5.	<a href="#">Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</a>	<a href="#">32</a>
Item 6.	<a href="#">Selected Financial Data</a>	<a href="#">35</a>
Item 7.	<a href="#">Management’s Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">39</a>
Item 7A.	<a href="#">Quantitative and Qualitative Disclosures about Market Risk</a>	<a href="#">50</a>
Item 8.	<a href="#">Financial Statements and Supplementary Data</a>	<a href="#">51</a>
Item 9.	<a href="#">Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</a>	<a href="#">107</a>
Item 9A.	<a href="#">Controls and Procedures</a>	<a href="#">107</a>
Item 9B.	<a href="#">Other Information</a>	<a href="#">107</a>
<b><a href="#">PART III</a></b>		
Item 10.	<a href="#">Directors, Executive Officers and Corporate Governance</a>	<a href="#">108</a>
Item 11.	<a href="#">Executive Compensation</a>	<a href="#">109</a>
Item 12.	<a href="#">Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</a>	<a href="#">109</a>
Item 13.	<a href="#">Certain Relationships and Related Transactions, and Director Independence</a>	<a href="#">109</a>
Item 14.	<a href="#">Principal Accounting Fees and Services</a>	<a href="#">109</a>
<b><a href="#">PART IV</a></b>		
Item 15.	<a href="#">Exhibits, Financial Statement Schedules</a>	<a href="#">109</a>
Item 16.	<a href="#">Form 10-K Summary</a>	<a href="#">116</a>
	<a href="#">Signatures</a>	<a href="#">117</a>

References in this Annual Report on Form 10-K to the “Company”, “OSG”, “we”, “us”, or “our” refer to Overseas Shipholding Group, Inc. and, unless the context otherwise requires or otherwise is expressly stated, its subsidiaries.

A glossary of shipping terms (the “Glossary”) that should be used as a reference when reading this Annual Report on Form 10-K can be found immediately prior to Part I. Capitalized terms that are used in this Annual Report are either defined when they are first used or in the Glossary.

All dollar amounts are stated in thousands of U.S. dollars unless otherwise stated.

## AVAILABLE INFORMATION

The Company makes available free of charge through its internet website [www.osg.com](http://www.osg.com), its Annual Report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, as soon as reasonably practicable after the Company electronically files such material with, or furnishes it to, the Securities and Exchange Commission (the “SEC”). Our website and the information contained on that site, or connected to that site, are not incorporated by reference in this Annual Report on Form 10-K.

The public may also read and copy any materials the Company files with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549 (information on the operation of the Public Reference Room is available by calling the SEC at 1-800-SEC-0330). The SEC also maintains a website that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

The Company also makes available on its website its corporate governance guidelines, its code of business conduct, insider trading policy, anti-bribery and corruption policy and charters of the Audit Committee, Human Resources and Compensation Committee and Corporate Governance and Risk Assessment Committee of the Board of Directors. Neither our website nor the information contained on that site, or connected to that site, is incorporated by reference into this Annual Report on Form 10-K.

## FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward looking statements. In addition, we may make or approve certain statements in future filings with the SEC, in press releases, or oral or written presentations by representatives of the Company. All statements other than statements of historical facts should be considered forward-looking statements. Words such as “may”, “will”, “should”, “would”, “could”, “appears”, “believe”, “intends”, “expects”, “estimates”, “targeted”, “plans”, “anticipates”, “goal”, and similar expressions are intended to identify forward-looking statements but should not be considered as the only means through which these statements may be made. Such forward-looking statements represent the Company’s reasonable expectation with respect to future events or circumstances based on various factors and are subject to various risks and uncertainties and assumptions relating to the Company’s operations, financial results, financial condition, business, prospects, growth strategy and liquidity. Accordingly, there are or will be important factors, many of which are beyond the control of the Company, that could cause the Company’s actual results to differ materially from the expectations expressed or implied in these statements. Undue reliance should not be placed on any forward-looking statements and consideration should be given to the following factors when reviewing such statements. Such factors include, but are not limited to:

- the highly cyclical nature of OSG’s industry;
- market value of vessels fluctuates significantly
- an increase in the supply of Jones Act vessels without a commensurate increase in demand;
- changing economic, political and governmental conditions in the United States or abroad and general conditions in the oil and natural gas industry;
- changes in fuel prices;
- the adequacy of OSG’s insurance to cover its losses, including in connection with maritime accidents or spill events;
- constraints on capital availability;
- public health threats;
- acts of piracy on ocean-going vessels or terrorist attacks and international hostilities and instability;
- the Company’s compliance with 46 U.S.C. sections 50501 and 55101 (commonly known as the “Jones Act”) and the heightened exposure to the Jones Act market fluctuations and reduced diversification following the spin-off from OSG on November 30, 2016 of International Seaways, Inc. (INSW), which owned or leased OSG’s fleet of International Flag vessels;

- the effect of the Company’s indebtedness on its ability to finance operations, pursue desirable business operations and successfully run its business in the future;
- the Company’s ability to generate sufficient cash to service its indebtedness and to comply with debt covenants;
- changes in demand in specialized markets in which the Company currently trades;
- competition within the Company’s industry and OSG’s ability to compete effectively for charters;
- the Company’s ability to renew its time charters when they expire or to enter into new time charters, to replace its operating leases on favorable terms or the loss of a large customer;
- the Company’s ability to realize benefits from its acquisitions or other strategic transactions;
- the loss of, or reduction in business by, the Company’s largest customers;
- refusal of certain customers to use vessels of a certain age;
- the Company’s significant operating leases could be replaced on less favorable terms or may not be replaced;
- changes in credit risk with respect to the Company’s counterparties on contracts or the failure of contract counterparties to meet their obligations;
- increasing operating costs, unexpected drydock costs or increasing capital expenses as the Company’s vessels age, including increases due to limited shipbuilder warranties of the consolidation of suppliers;
- unexpected drydock costs for the Company’s vessels;
- the potential for technological innovation to reduce the value of the Company’s vessels and charter income derived therefrom;
- the impact of an interruption in or failure of the Company’s information technology and communication systems upon the Company’s ability to operate or a cybersecurity breach;
- work stoppages or other labor disruptions by the unionized employees of OSG or other companies in related industries or the impact of any potential liabilities resulting from withdrawal from participation in multiemployer plans;
- the Company’s ability to attract, retain and motivate key employees;
- ineffective internal controls;
- the impact of a delay or disruption in implementing new technological and management systems;
- the impact of potential changes in U.S. tax laws;
- limitations on U.S. coastwise trade, the waiver, modification or repeal of the Jones Act limitations or changes in international trade agreements;
- government requisition of the Company’s vessels during a period of war or emergency;
- the Company’s compliance with complex laws, regulations and in particular, environmental laws and regulations, including those relating to the emission of greenhouse gases and ballast water treatment;
- the inability to clear oil majors’ risk assessment process;
- the impact of litigation, government inquiries and investigations;
- the arrest of OSG’s vessels by maritime claimants;
- the Company’s U.S. federal income tax position in respect of certain credit agreement borrowings used by INSW is not free from doubt;
- the Company’s ability to use its net operating loss carryforwards;
- market price of the Company’s securities fluctuates significantly;
- the Company’s ability to sell warrants may be limited and the exercise of outstanding warrants may result in substantial dilution;
- the Company’s common stock is subject to restrictions on foreign ownership;
- OSG is a holding company and depends on the ability of its subsidiaries to distribute funds to it in order to satisfy its financial obligations or pay dividends;
- some provisions of Delaware law and the Company’s governing documents could influence its ability to effect a change of control and
- securities analysts may not initiate coverage or continue to cover the Company’s securities.

Investors should carefully consider these risk factors and the additional risk factors outlined in more detail in this Annual Report on Form 10-K and in other reports hereafter filed by the Company with the SEC under the caption “Risk Factors.” The Company assumes no obligation to update or revise any forward looking statements. Forward looking statements in this Annual Report on Form 10-K and written and oral forward looking statements attributable to the Company or its representatives after the date of this Annual Report on Form 10-K are qualified in their entirety by the cautionary statement contained in this paragraph and in other reports hereafter filed by the Company with the SEC.

#### **SUPPLEMENTARY FINANCIAL INFORMATION**

The Company reports its financial results in accordance with generally accepted accounting principles of the United States of America (“GAAP”). However, the Company has included certain non-GAAP financial measures and ratios, which it believes, provide useful information to both management and readers of this report in measuring the financial performance and financial

condition of the Company. These measures do not have a standardized meaning prescribed by GAAP and, therefore, may not be comparable to similarly titled measures presented by other publicly traded companies, nor should they be construed as an alternative to other titled measures determined in accordance with GAAP.

The Company presents three non-GAAP financial measures: time charter equivalent revenues, EBITDA and Adjusted EBITDA. Time charter equivalent revenues represent shipping revenues less voyage expenses, as a measure to compare revenue generated from a voyage charter to revenue generated from a time charter. EBITDA represents net income/(loss) from continuing operations before interest expense and income taxes and depreciation and amortization expense. Adjusted EBITDA consists of EBITDA adjusted for the impact of certain items that we do not consider indicative of our ongoing operating performance.

This Annual Report on Form 10-K includes industry data and forecasts that we have prepared based, in part, on information obtained from industry publications and surveys. Third-party industry publications, surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable. In addition, certain statements regarding our market position in this report are based on information derived from the Company's market studies and research reports. Unless we state otherwise, statements about the Company's relative competitive position in this report are based on our management's beliefs, internal studies and management's knowledge of industry trends.

## **GLOSSARY**

Unless otherwise noted or indicated by the context, the following terms used in the Annual Report on Form 10-K have the following meanings:

**Aframax**—A medium size crude oil tanker of approximately 80,000 to 120,000 deadweight tons. Aframaxes can generally transport from 500,000 to 800,000 barrels of crude oil and are also used in Lightering. A coated Aframax operating in the refined petroleum products trades may be referred to as an LR2.

**Articulated Tug Barge or ATB**—A tug-barge combination system capable of operating on the high seas, coastwise and further inland. It combines a normal barge, with a bow resembling that of a ship, but having a deep indent at the stern to accommodate the bow of a tug. The fit is such that the resulting combination behaves almost like a single vessel at sea as well as while maneuvering.

**Ballast** — Any heavy material, including water, carried temporarily or permanently in a vessel to provide desired draft and stability.

**Bareboat Charter**—A Charter under which a customer pays a fixed daily or monthly rate for a fixed period of time for use of the vessel. The customer pays all costs of operating the vessel, including voyage and vessel expenses. Bareboat charters are usually long term.

**b/d**—Barrels per day.

**CERCLA**—The abbreviation for the U.S. Comprehensive Environmental Response, Compensation, and Liability Act.

**Charter**—Contract entered into with a customer for the use of the vessel for a specific voyage at a specific rate per unit of cargo ("Voyage Charter"), or for a specific period of time at a specific rate per unit (day or month) of time ("Time Charter").

**Classification Societies**—Organizations that establish and administer standards for the design, construction and operational maintenance of vessels. As a practical matter, vessels cannot trade unless they meet these standards.

**Contract of Affreightment or COA**—An agreement providing for the transportation between specified points for a specific quantity of cargo over a specific time period but without designating specific vessels or voyage schedules, thereby allowing flexibility in scheduling since no vessel designation is required. COAs can either have a fixed rate or a market-related rate. One example would be two shipments of 70,000 tons per month for two years at the prevailing spot rate at the time of each loading.

**Crude Oil**—Oil in its natural state that has not been refined or altered.

**Deadweight tons or dwt**—The unit of measurement used to represent cargo carrying capacity of a vessel, but including the weight of consumables such as fuel, lube oil, drinking water and stores.

**Demurrage**—Additional revenue paid to the shipowner on its Voyage Charters for delays experienced in loading and/or unloading cargo that are not deemed to be the responsibility of the shipowner, calculated in accordance with specific Charter terms.

**Double Hull**—Hull construction design in which a vessel has an inner and an outer side and bottom separated by void space, usually two meters in width.

**Drydocking**—An out-of-service period during which planned repairs and maintenance are carried out, including all underwater maintenance such as external hull painting. During the drydocking, certain mandatory Classification Society inspections are carried out and relevant certifications issued. Normally, as the age of a vessel increases, the cost and frequency of drydockings increase.

**Exclusive Economic Zone**—An area that extends up to 200 nautical miles beyond the territorial sea of a state's coastline (land at lowest tide) over which the state has sovereign rights for the purpose of exploring, exploiting, conserving and managing natural resources.

**Floating Storage Offloading Unit or FSO**—A converted or newbuild barge or tanker, moored at a location to receive crude or other products for storage and transfer purposes. FSOs are not equipped with processing facilities.

**Handysize Product Carrier**—A small size Product Carrier of approximately 29,000 to 50,000 deadweight tons. This type of vessel generally operates on shorter routes (short haul).

**International Energy Agency or IEA** — An intergovernmental organization established in the framework of the Organization for Economic Co-operation and Development in 1974. Among other things, the IEA provides research, statistics, analysis and recommendations relating to energy.

**International Maritime Organization or IMO**—An agency of the United Nations, which is the body that is responsible for the administration of internationally developed maritime safety and pollution treaties, including MARPOL.

**International Flag**—International law requires that every merchant vessel be registered in a country. International Flag refers to those vessels that are registered under a flag other than that of the United States.

**International Flag vessel**—A vessel that is registered under a flag other than that of the United States.

**Jones Act**—U.S. law that applies to port-to-port shipments within the continental U.S. and between the continental U.S. and Hawaii, Alaska, Puerto Rico, and Guam, and restricts such shipments to U.S. Flag Vessels that are built in the United States and that are owned by a U.S. company that is more than 75% owned and controlled by U.S. citizens, set forth in 46 U.S.C. sections 50501 and 55101.

**Jones Act Fleet**—A fleet comprised of vessels that comply with the Jones Act regulations.

**Lightering**—The process of off-loading crude oil or petroleum products from large size tankers, typically Very Large Crude Carriers, into smaller tankers and/or barges for discharge in ports from which the larger tankers are restricted due to the depth of the water, narrow entrances or small berths.

**LNG Carrier**—A vessel designed to carry liquefied natural gas, that is, natural gas cooled to -163° centigrade, turning it into a liquid and reducing its volume to 1/600 of its volume in gaseous form. LNG is the abbreviation for liquefied natural gas.

**LR1**—A coated Panamax tanker. LR is an abbreviation of Long Range.

**LR2**—A coated Aframax tanker,

**MarAd**—The Maritime Administration of the U.S. Department of Transportation.

**Maritime Security Program or MSP**—The U.S. Maritime Security Program, which ensures that militarily useful U.S. Flag vessels are available to the U.S. Department of Defense in the event of war or national emergency. These vessels are required to trade outside the United States but are eligible for government sponsored business. Under the MSP, participants receive an annual fee in exchange for a guarantee that the vessels will be made available to the U.S. government in the event of war or national emergency.

MARPOL—International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 relating thereto. This convention includes regulations aimed at preventing and minimizing pollution from ships by accident and by routine operations.

MR—An abbreviation for Medium Range. Certain types of vessel, such as a Product Carrier of approximately 45,000 to 53,000 deadweight tons, generally operate on medium-range routes.

MSP vessels—U.S. Flag vessels that participate in the Maritime Security Program.

OECD—Organization for Economic Cooperation and Development is a group of developed countries in North America, Europe and Asia.

OPA 90—OPA 90 is the abbreviation for the U.S. Oil Pollution Act of 1990.

OPEC—Organization of Petroleum Exporting Countries, which is an international organization established to coordinate and unify the petroleum policies of its members.

P&I Insurance —Protection and indemnity insurance is a form of marine insurance provided by a P&I club. A P&I club is a mutual (i.e., a co-operative) insurance association that provides cover for its members, who will typically be ship-owners, ship-operators or demise charterers.

Panamax—A medium size vessel of approximately 53,000 to 80,000 deadweight tons. A coated Panamax operating in the refined petroleum products trades may be referred to as an LR1.

Product Carrier—General term that applies to any tanker that is used to transport refined oil products, such as gasoline, jet fuel or heating oil.

Safety Management System or SMS—A framework of processes and procedures that addresses a spectrum of operational risks associated with quality, environment, health and safety. The SMS is certified by ISM (International Safety Management Code), ISO 9001 (Quality Management) and ISO 14001 (Environmental Management).

Scrapping—The disposal of vessels by demolition for scrap metal.

Shuttle Tanker—A tanker, usually with special fittings for mooring, which lifts oil from offshore fields and transports it to a shore storage or refinery terminal on repeated trips.

Special Survey—An extensive inspection of a vessel by classification society surveyors that must be completed once within every five-year period. Special Surveys require a vessel to be drydocked.

Suezmax—A large crude oil tanker of approximately 120,000 to 200,000 deadweight tons. Suezmaxes can generally transport about one million barrels of crude oil.

Technical Management or technically managed—The management of the operation of a vessel, including physically maintaining the vessel, maintaining necessary certifications, and supplying necessary stores, spares, and lubricating oils. Responsibilities also generally include selecting, engaging and training crew, and arranging necessary insurance coverage.

Time Charter—A Charter under which a customer pays a fixed daily or monthly rate for a fixed period of time for use of the vessel. Subject to any restrictions in the Charter, the customer decides the type and quantity of cargo to be carried and the ports of loading and unloading. The customer pays all voyage expenses such as fuel, canal tolls, and port charges. The shipowner pays all vessel expenses such as the Technical Management expenses.

Time Charter Equivalent or TCE—TCE is the abbreviation for Time Charter Equivalent. TCE revenues, which are voyage revenues less voyage expenses, serve as an industry standard for measuring and managing fleet revenue and comparing results between geographical regions and among competitors.

Ton-mile demand—A calculation that multiplies the average distance of each route a tanker travels by the volume of cargo moved. The greater the increase in long haul movement compared with shorter haul movements, the higher the increase in ton-mile demand.



U.S. Flag fleet — Our Jones Act Fleet together with our MSP vessels.

U.S. Flag vessel—Is a vessel that must be crewed by U.S. sailors, and owned and operated by a U.S. company.

Vessel Expenses—Includes crew costs, vessel stores and supplies, lubricating oils, maintenance and repairs, insurance and communication costs associated with the operations of vessels.

VLCC—VLCC is the abbreviation for Very Large Crude Carrier, a large crude oil tanker of approximately 200,000 to 320,000 deadweight tons. VLCCs can generally transport two million barrels or more of crude oil. These vessels are mainly used on the longest (long haul) routes from the Arabian Gulf to North America, Europe, and Asia, and from West Africa to the United States and Far Eastern destinations.

Voyage Charter—A Charter under which a customer pays a transportation charge for the movement of a specific cargo between two or more specified ports. The shipowner pays all voyage expenses, and all vessel expenses, unless the vessel to which the Charter relates has been time chartered in. The customer is liable for Demurrage, if incurred.

Voyage Expenses—Includes fuel, port charges, canal tolls, cargo handling operations and brokerage commissions paid by the Company under Voyage Charters. These expenses are subtracted from shipping revenues to calculate Time Charter Equivalent revenues for Voyage Charters.

## PART I

### ITEM 1. BUSINESS

#### OVERVIEW AND RECENT DEVELOPMENTS

Overseas Shipholding Group, Inc., a Delaware corporation incorporated in 1969, and its wholly owned subsidiaries own and operate a fleet of oceangoing vessels engaged in the transportation of crude oil and petroleum products in the U.S. Flag trades. The Company manages the operations of its U.S. Flag fleet through its wholly owned subsidiary, OSG Bulk Ships, Inc. (“OBS”), a New York corporation. At December 31, 2017, the Company owned or operated a fleet of 23 vessels totaling an aggregate of approximately 1 million deadweight tons (“dwt”). Additional information about the Company’s fleet, including its ownership profile, is set forth under “Fleet Operations—Fleet Summary,” as well as on the Company’s website, [www.osg.com](http://www.osg.com). Neither our website nor the information contained on that site, or connected to that site, is incorporated by reference in this Annual Report on Form 10-K, except to the extent otherwise included herein.

OSG primarily charters its vessels to customers for voyages for specific periods of time at fixed daily amounts through time charters. The Company also charters its vessels for specific voyages at spot rates. Spot market rates are highly volatile, while time charter rates provide more predictable streams of time charter equivalent (“TCE”) revenues because they are fixed for specific periods of time. For a more detailed discussion on factors influencing spot and time charter markets, see “Fleet Operations—Commercial Management” below.

#### Strategy

Our primary objective is to maximize stockholder value by generating strong cash flows through the combination of contracted time charter revenues and opportunistically trading vessels in the spot market; actively managing the size and composition of our fleet over the course of market cycles to increase investment returns and available capital; and entering into value-creating transactions, including acquisitions of competitive or adjacent businesses. The key elements of our strategy are to:

- Generate strong cash flows by capitalizing on our leading Jones Act market position, complementary time charter and spot market exposures, and long-standing customer relationships;
- Emphasize the quality of our operations and adhere to the highest safety standards attainable; and
- Seek out opportunities to increase scale and drive cost efficiencies through a disciplined approach to investment in core and adjacent asset classes to maximize return on capital across market cycles.

We believe we are well-positioned to generate strong cash flows by identifying and taking advantage of attractive chartering opportunities in the U.S. market. We currently operate one of the largest tanker fleets in the U.S. Flag market, with a strong presence in all major U.S. coastwise trades. Our market position allows us to maintain long-standing relationships with many of the largest energy companies, which in some cases date back many decades. We consider attaining the stability of cash flow offered by medium-term charters to be a fundamental characteristic of the objectives of our chartering approach. However, considerations about the appropriate amount of capacity to remain active in the spot market are a regular management discussion point and balancing time charter coverage with spot market exposure in an uncertain demand environment is a persistent challenge. Over time, we will pursue an overall chartering strategy that seeks to cover the majority of available operating days with medium-term time charters. A policy of medium-term charters will not, however, always be remunerative, nor prove achievable under certain market conditions. As such, during periods of uncertainty in the markets within which we operate, more of our vessels will be exposed to the more volatile and less predictable spot market with a corresponding impact on the visibility and amount of revenue which our vessels may earn.

We believe that OSG has a good standing in the community of our customers, our peers and our regulators, with a long established reputation for a focus on maintaining the highest standards in both protecting the environment and maintaining the health and safety of all of our employees. We believe that continued improvement in these areas is important not only to the constituents directly affected, but equally as important in sustaining a key differentiating competitive factor amongst the customers whom we serve.

We plan to actively manage the size and composition of our fleet through opportunistic acquisitions and dispositions of vessel assets as part of our effort to achieve above-market returns on capital. Using our commercial, financial and operational expertise, we seek to opportunistically grow our fleet through the timely and selective acquisition of high-quality secondhand vessels or new-build contracts when we believe those acquisitions will result in attractive returns on invested capital and increased cash flow. We also intend to engage in opportunistic dispositions or repurposing of our vessel assets where we can achieve attractive values relative to their anticipated future earnings from operations as we assess market cycles and

requirements. Taken together, we believe these activities will help us to maintain a diverse, high-quality and modern fleet of crude oil, refined product, and potentially other U.S. Flag vessels with an enhanced return on invested capital. We believe our diverse and versatile fleet, our experience and our long-standing relationships with participants in the crude and refined product shipping industry, position us to identify and take advantage of attractive acquisition opportunities in any vessel class and in the U.S. Flag market.

## Customers

OSG's customers include major independent oil traders, refinery operators and U.S. and international government entities. The Company's top three customers comprised 41% of shipping revenues during the year ended December 31, 2017. The customers and their related percentage of revenues are as follows: Andeavor (16%), Petrobras America Inc. (15%) and Shell (10%). See Note 3 - "Summary of Significant Accounting Policies, Concentration of Credit Risk," to the Company's consolidated financial statements set forth in Item 8 for further information regarding the Company's customers for 2017, 2016 and 2015.

## FLEET OPERATIONS

### Fleet Summary

As of December 31, 2017, OSG's operating fleet consisted of 23 vessels, 13 of which were owned, with the remaining vessels chartered-in. Vessels chartered-in are on Bareboat Charters.

Vessel Type	Vessels Owned		Vessels Chartered-in		Total at December 31, 2017		
	Number	Weighted by Ownership	Number	Weighted by Ownership	Total Vessels	Vessels Weighted by Ownership	Total dwt <sup>(2)</sup>
Handysize Product Carriers <sup>(1)</sup>	4	4.0	10	10.0	14	14.0	664,490
Refined Product ATBs	7	7.0	—	—	7	7.0	195,131
Lightering ATBs	2	2.0	—	—	2	2.0	91,112
Total Operating Fleet	13	13.0	10	10.0	23	23.0	950,733

(1) Includes two owned shuttle tankers, one chartered-in shuttle tanker and two owned U.S. Flag Product Carriers that trade internationally.

(2) Total dwt is defined as total deadweight tons for all vessels of that type.

## Commercial Management

### Time-Charter Market

The Company's operating fleet currently includes a number of vessels that operate on time charters. Within a contract period, time charters provide a predictable level of revenues without the fluctuations inherent in spot-market rates. Once a time charter expires, however, the ability to secure a new time charter may be uncertain and subject to market conditions at such time. Time charters constituted 68% of the Company's shipping revenues in 2017, 80% in 2016 and 83% in 2015 and 74% of the Company's TCE revenues in 2017, 83% in 2016 and 85% in 2015.

### Spot Market

Voyage charters constituted 32% of the Company's shipping revenues in 2017, 20% in 2016 and 17% in 2015 and 26% of the Company's aggregate TCE revenues in 2017, 17% in 2016 and 15% in 2015. Accordingly, the Company's shipping revenues are affected by prevailing spot rates for voyage charters in the markets in which the Company's vessels operate. Spot market rates are highly volatile because they are determined by market forces including local and worldwide demand for the commodities carried (such as crude oil or petroleum products), volumes of trade, distances that the commodities must be transported, the amount of available tonnage both at the time such tonnage is required and over the period of projected use, and the levels of seaborne and shore-based inventories of crude oil and refined products.

Seasonal trends affect oil consumption and consequently vessel demand. While trends in consumption vary with seasons, peaks in demand quite often precede the seasonal consumption peaks as refiners and suppliers try to anticipate consumer demand. Seasonal peaks in oil demand have been principally driven by increased demand prior to winters and increased demand for gasoline prior to the summer driving season. Available tonnage is affected over time, by the volume of newbuilding deliveries, the number of tankers used to store clean products and crude oil, and the removal (principally through scrapping or conversion) of existing vessels from service. Scrapping is affected by the level of freight rates, scrap prices, vetting standards established by charterers and terminals and by U.S. governmental regulations that establish maintenance standards. Voyage charters include COAs on four vessels. Changes in the percentage contributions are therefore affected by Delaware Bay lightering volumes. In addition, as ships come off of their time charters, they may be forced into short-term trades.

## **Business Segment**

The Company has one reportable business segment. The Company's U.S. Flag Fleet consists of twenty-one owned and chartered-in Jones Act Handysize Product Carriers and ATBs and two non-Jones Act U.S. Flag Handysize Product Carriers that participate in the U.S. Maritime Security Program. Under the Jones Act, shipping between U.S. ports, including the movement of Alaskan crude oil to U.S. ports, is reserved for U.S. Flag vessels that are built in the United States and owned by U.S. companies that are more than 75% owned and controlled by U.S. citizens. OSG is one of the largest commercial owners and operators of U.S. Flag vessels and participates in U.S. government programs, including the following:

- **Maritime Security Program**—Two non-Jones Act U.S. Flag Product Carriers participate in the U.S. Maritime Security Program, which ensures that militarily useful U.S. Flag vessels are available to the U.S. Department of Defense in the event of war or national emergency. Each of the vessel owning companies with a ship that participates in the program receives an annual subsidy that is intended to offset the increased cost incurred by such vessels from operating under the U.S. Flag. Such subsidy was \$5.4 million on one vessel and \$4.5 million on one vessel in 2017, \$3.5 million on one vessel and \$2.7 million on one vessel in 2016 and \$3.2 million for each vessel in 2015.

Under the terms of the program, the Company expects to receive up to \$5.0 million annually for each vessel from 2018 through 2020, and up to \$5.2 million for each vessel beginning in 2021. The Company does not receive the subsidy with respect to any days for which one or both of the vessels operate under a time charter to a U.S. government agency, which was the case for one vessel during 2017.

- **Maritime Administration of the U.S. Department of Transportation ("MarAd") trading restrictions**—Two of the modern U.S. Flag ATBs owned by the Company, which are currently used in the Delaware Bay Lightering business, had their construction financed with the Capital Construction Fund ("CCF"). As such, daily liquidated damages are payable by the Company to MarAd if these vessels operate in contiguous coastwise trades, which is not permitted under trading restrictions currently imposed by the CCF agreement between MarAd and the Company. There were no liquidated damages incurred during the years ended December 31, 2017 and 2016. The Company incurred liquidated damages that were not material in amount during the year ended December 31, 2015, for deploying these two ATBs on contiguous coastwise trade voyages.

The Company also has a 37.5% interest in Alaska Tanker Company, LLC ("ATC"), a joint venture that was formed in 1999 among OSG, Keystone Shipping Company and BP plc ("BP") to support BP's Alaskan crude oil transportation requirements. Each member in ATC is entitled to receive its respective share of any incentive charter hire payable by BP to ATC based on meeting certain predetermined performance standards. The Company's share of the income earned by ATC is recorded in equity in income of affiliated companies and amounted to \$3.8 million in 2017, \$3.6 million in 2016 and \$3.8 million in 2015.

Ten of the Handysize product carriers in our U.S. Flag fleet are chartered-in. Those chartered-in vessels provide for the payment of profit share to the owners of the vessels calculated in accordance with the respective charter-in agreements on a 50/50 basis following the funding of certain reserves such as for drydocking and the payment to OSG of a daily management fee and a preferred profit layer. Due to reserve funding requirements, no profits have yet been paid to the owners or are, based on management's current forecast, expected to be paid to the owners in respect of the charter term through December 31, 2019.

## **Technical Management**

OSG's fleet operations are managed in-house. In addition to regular maintenance and repair, crews onboard each vessel and shore side personnel must ensure that the Company's fleet meets or exceeds regulatory standards established by the International Maritime Organization ("IMO") and U.S. Coast Guard ("USCG").

The Company recruits, hires and trains the crews on its U.S. Flag vessels. The Company believes that its mandatory training and education requirements exceed the requirements of the USCG. The Company believes its ability to provide professional development for qualified U.S. Flag crew is necessary in a market where skilled labor shortages are expected to remain a challenge. The U.S. Flag fleet is supported by shore side staff that includes fleet managers, marine and technical superintendents, purchasing and marine insurance staff, crewing and training personnel and health, safety, quality and environmental (“SQE”) personnel.

## **Safety**

The Company is committed to providing safe, reliable and environmentally sound transportation to its customers. Integral to meeting standards mandated by regulators and customers is the use of robust Safety Management Systems (“SMS”) by the Company. The SMS is a framework of processes and procedures that addresses a spectrum of operational risks associated with quality, environment, health and safety. The SMS is certified to the International Safety Management Code (“ISM Code,”) promulgated by the IMO. To support a culture of compliance and transparency, OSG has an open reporting system on all of its vessels, whereby seafarers can anonymously report possible violations of OSG’s policies and procedures. All open reports are investigated and appropriate actions are taken when necessary.

## **EMPLOYEES**

As of December 31, 2017, the Company had approximately 1,123 employees comprised of 1,049 seagoing personnel and 74 shore side staff. The Company has collective bargaining agreements with three different U.S. maritime unions covering 633 seagoing personnel employed on the Company’s vessels. These agreements are in effect for periods ending between March 2018 and June 2022. Under the collective bargaining agreements, the Company is obligated to make contributions to pension and other welfare programs.

## **COMPETITION**

OSG’s primary competitors are operators of U.S. Flag oceangoing barges and tankers, operators of rail transportation for crude oil and operators of refined product pipelines systems that transport refined petroleum products directly from U.S. refineries to markets in the United States. In addition, indirect competition comes from International Flag vessels transporting imported refined petroleum products.

## **ENVIRONMENTAL AND SECURITY MATTERS RELATING TO BULK SHIPPING**

Government regulation significantly affects the operation of the Company’s vessels. OSG’s vessels operate in a heavily regulated environment and are subject to international conventions and international, national, state and local laws and regulations in force in the countries in which such vessels operate or are registered.

The Company’s vessels undergo regular and rigorous in-house safety inspections and audits. In addition, a variety of governmental and private entities subject the Company’s vessels to both scheduled and unscheduled inspections. These entities include USCG, local port state control authorities (harbor master or equivalent), coastal states, Classification Societies and customers, particularly major oil companies and petroleum terminal operators. Certain of these entities require OSG to obtain permits, licenses and certificates for the operation of the Company’s vessels. Failure to maintain necessary documents or approvals could require OSG to incur substantial costs or temporarily suspend operation of one or more of the Company’s vessels.

The Company believes that the heightened level of environmental, health, safety and quality awareness among various stakeholders, including insurance underwriters, regulators and charterers, is leading to greater regulatory requirements and a more stringent inspection regime on all vessels. In recognition of this heightened awareness, the Company has set appropriate internal goals intended to meet the higher expectations of our stakeholders. The Company is required to maintain operating standards for all of its vessels emphasizing operational safety and quality, environmental stewardship, preventive planned maintenance, continuous training of its officers and crews and compliance with international and U.S. regulations. OSG believes that the operation of its vessels is in compliance with applicable environmental laws and regulations. However, because such laws and regulations are changed frequently, and new laws and regulations impose new or increasingly stringent requirements, OSG cannot predict the cost of complying with requirements beyond those that are currently in force. The impact of future regulatory requirements on operations or the resale value or useful lives of its vessels may result in substantial additional costs in meeting new legal and regulatory requirements. See Item 1A, “Risk Factors—Compliance with complex laws, regulations, and, in particular, environmental laws or regulations, including those relating to the emission of greenhouse gases, may adversely affect OSG’s business.”

## **U.S. Environmental and Safety Regulations and Standards**

The United States regulates the shipping industry with an extensive regulatory and liability regime for environmental protection and cleanup of oil spills, consisting primarily of the Oil Pollution Act of 1990 (“OPA 90”), and the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”). OPA 90 affects all owners and operators whose vessels trade with the United States or its territories or possessions, or whose vessels operate in the waters of the United States, which include the U.S. territorial sea and the 200 nautical mile Exclusive Economic Zone around the United States. CERCLA applies to the discharge of hazardous substances (other than oil) whether on land or at sea. Both OPA 90 and CERCLA impact the Company’s operations.

### ***Liability Standards and Limits***

Under OPA 90, vessel owners, operators and bareboat or demise charterers are “responsible parties” who are liable, without regard to fault, for all containment and clean-up costs and other damages, including property and natural resource damages and economic loss without physical damage to property, arising from oil spills and pollution from their vessels. Currently, the limits of OPA 90 liability with respect to (i) tanker vessels with a qualifying double hull are the greater of \$2,200 per gross ton or approximately \$18.8 million per vessel that is over 3,000 gross tons; and (ii) non-tanker vessels, the greater of \$1,100 per gross ton or \$0.9 million per vessel. The statute specifically permits individual states to impose their own liability regimes with regard to oil pollution incidents occurring within their boundaries, and some states have enacted legislation providing for unlimited liability for discharge of pollutants within their waters. In some cases, states that have enacted this type of legislation have not yet issued implementing regulations defining vessel owners’ responsibilities under these laws. CERCLA, which applies to owners and operators of vessels, contains a similar liability regime and provides for cleanup, removal and natural resource damages associated with discharges of hazardous substances (other than oil). Liability under CERCLA is limited to the greater of \$300 per gross ton or \$5 million.

These limits of liability do not apply, however, where the incident is caused by violation of applicable U.S. federal safety, construction or operating regulations, or by the responsible party’s gross negligence or willful misconduct. Similarly, these limits do not apply if the responsible party fails or refuses to report the incident or to cooperate and assist in connection with the substance removal activities. OPA 90 and CERCLA each preserve the right to recover damages under existing law, including maritime tort law.

OPA 90 also requires owners and operators of vessels to establish and maintain with the USCG evidence of financial responsibility sufficient to meet the limit of their potential strict liability under the statute. The USCG enacted regulations requiring evidence of financial responsibility consistent with the previous limits of liability described above for OPA 90 and CERCLA. Under the regulations, evidence of financial responsibility may be demonstrated by insurance, surety bond, self-insurance, guaranty or an alternative method subject to approval by the Director of the USCG National Pollution Funds Center. Under OPA 90 regulations, an owner or operator of more than one vessel is required to demonstrate evidence of financial responsibility for the entire fleet in an amount equal only to the financial responsibility requirement of the vessel having the greatest maximum strict liability under OPA 90 and CERCLA. OSG has provided the requisite guarantees and has received certificates of financial responsibility from the USCG for each of its vessels required to have one.

OSG has insurance for each of its vessels with pollution liability insurance in the amount of \$1 billion with deductibles ranging from \$0.025 million to \$0.1 million per vessel per incident. However, a catastrophic spill could exceed the insurance coverage available, in which event there could be a material adverse effect on the Company’s business.

### ***Other U.S. Environmental and Safety Regulations and Standards***

OPA 90 also amended the Federal Water Pollution Control Act to require owners and operators of vessels to adopt Vessel Response Plans (“VRP”), including marine salvage and firefighting plans, for reporting and responding to vessel emergencies and oil spill scenarios up to a “worst case” scenario and to identify and ensure, through contracts or other approved means, the availability of necessary private response resources to respond to a “worst case discharge.” The plans must include contractual commitments with clean-up response contractors and salvage and marine firefighters in order to ensure an immediate response to an oil spill/vessel emergency. OSG maintains USCG approved VRP’s for each of its tank vessels and non-tank vessels, which are valid until August 11, 2022.

OPA 90 requires training programs and periodic drills for shore side staff and response personnel and for vessels and their crews. OSG conducts such required training programs and periodic drills.

OPA 90 does not prevent individual U.S. states from imposing their own liability regimes with respect to oil pollution incidents occurring within their boundaries. In fact, most U.S. states that border a navigable waterway have enacted environmental pollution laws that impose strict liability on a person for removal costs and damages resulting from a discharge of oil or a release of a hazardous substance. These laws are in some cases more stringent than U.S. federal law.

In addition, the U.S. Clean Water Act (“CWA”) prohibits the discharge of oil or hazardous substances in U.S. navigable waters and imposes strict liability in the form of penalties for unauthorized discharges. The CWA also imposes substantial liability for the costs of removal, remediation and damages and complements the remedies available under the more recent OPA 90 and CERCLA, discussed above.

OSG’s vessels are subject to at least four regulatory regimes related to ballast water management. At the international level, the International Convention for the Control and Management of Ships’ Ballast Water and Sediments was adopted by the International Maritime Organization (“IMO”) in 2004, and it entered into force on September 8, 2017. The United States is not a signatory to the Convention, and is not expected to be in the future, since it regulates ballast water management under two federal, partially overlapping regulatory schemes. One is administered by the USCG under the National Aquatic Nuisance Prevention and Control Act of 1990, as amended by the National Invasive Species Act of 1996, and the other is administered by the EPA under the CWA. Several U.S. states also have their own supplemental requirements, most notably California whose performance standard for organisms in ballast water discharges is significantly more stringent than any of the other regulatory regimes.

In March 2012, the USCG promulgated its final rule on ballast water management for the control of nonindigenous species in U.S. waters. While generally in line with the performance standards set out in the BWM Convention, the final rule requires that treatment systems for domestic and foreign vessels operating in U.S. waters must be Type Approved by the USCG. The USCG first approved a treatment system in December 2016, and as of December 31, 2017 five more systems have been Type Approved. Under this rule, a treatment system is required to be installed (or equivalent method of management employed) by the vessel’s first regularly scheduled drydocking after January 1, 2016. The USCG issued over 14,000 extensions for vessels which generally delayed their compliance dates another 5 years, including 6 OSG vessels. The USCG is unlikely to continue issuing extensions to vessels with original compliance dates in 2019 and later. Therefore, OSG expects to begin installing ballast water treatment systems on its vessels in early 2019 with the final installation in 2023.

The discharge of ballast water and other substances incidental to the normal operation of vessels in U.S. ports also is subject to CWA permitting requirements. In accordance with the EPA’s National Pollutant Discharge Elimination System, the Company is subject to a Vessel General Permit (“VGP”), which addresses, among other matters, the discharge of ballast water and effluents. The VGP, which was first issued in 2008 and subsequently reissued in 2013, identifies twenty-six vessel discharge streams and establishes numeric ballast water discharge limits that generally align with the performance standards implemented under USCG’s 2012 final rule and the IMO Convention. It also sets more stringent effluent limits for oil to sea interfaces and exhaust gas scrubber wastewater. The EPA’s phase-in schedule generally matches that of the USCG. The EPA determined that it will not issue extensions under the VGP, but in December 2013 it issued an Enforcement Response Policy (“ERP”) to address this industry-wide issue. In the ERP, the EPA states that vessels that have missed their compliance dates to meet the numeric discharge limits for ballast, but have received an extension from the USCG, are in compliance with all of the VGP’s requirements, other than the numeric discharge limits, and meet certain other requirements, will be considered a “low enforcement priority”. While OSG believes that any vessel that is or may become subject to the VGP’s numeric discharge limits while in a USCG extension period will be entitled to such low priority treatment as per the ERP, no assurance can be given that they will do so. The VGP standards and requirements are due for modification and renewal in December 2018.

Legislation has been proposed in the U.S. Congress numerous times to combine the various federal and state regulatory regimes for regulation of ballast water discharges into a single federal regime. Such a development would be expected to make compliance for all shipowners and operators more simple and straightforward. However, it cannot currently be determined whether such legislation will eventually be enacted, and if enacted, how the Company’s operations might be impacted under such legislation.

The VGP system also permits individual states and territories to impose more stringent requirements for discharges into the navigable waters of such state or territory. Certain individual states have enacted legislation or regulations addressing hull cleaning and ballast water management. For example, on October 10, 2007, California enacted law AB 740, legislation expanding regulation of ballast water discharges and the management of hull-fouling organisms. California has extensive requirements for more stringent effluent limits and discharge monitoring and testing requirements with respect to discharges in its waters. Due to delays by manufacturers in developing ballast water treatment systems that are able to comply with these effluent limits and in creating equipment to reliably test such compliance, the compliance date for all vessels making ballast

water discharges in California waters has been deferred to the first scheduled drydocking after January 1, 2020. OSG's vessels and systems are currently in compliance with the California regulations.

New York State has imposed a more stringent bilge water discharge requirement for vessels in its waters than what is required by the VGP or IMO. Through its Section 401 Certification of the VGP, New York prohibits the discharge of all bilge water in its waters. New York State also requires that vessels entering its waters from outside the Exclusive Economic Zone must perform ballast water exchange in addition to treating it with a ballast water treatment system.

The Company anticipates that, in the next several years, compliance with the various conventions, laws and regulations relating to ballast water management that have already been adopted or that may be adopted in the future will require substantial additional capital and/or operating expenditures and could have operational impacts on OSG's business.

#### *U.S. Air Emissions Standards*

MARPOL Annex VI came into force in the United States in January 2009. In April 2010, EPA adopted regulations implementing the provisions of Annex VI. Under these regulations, both U.S. Flag and International Flag vessels subject to the engine and fuel standards of Annex VI must comply with the applicable Annex VI provisions when they enter U.S. ports or operate in most internal U.S. waters. The Company's vessels are currently Annex VI compliant. Accordingly, absent any new and onerous Annex VI implementing regulations, the Company does not expect to incur material additional costs in order to comply with this convention.

The U.S. Clean Air Act of 1970, as amended by the Clean Air Act Amendments of 1977 and 1990 ("CAA"), requires the EPA to promulgate standards applicable to emissions of volatile organic compounds and other air contaminants. OSG's vessels are subject to vapor control and recovery requirements for certain cargoes when loading, unloading, ballasting, cleaning and conducting other operations in regulated port areas. Each of the Company's vessels operating in the transport of clean petroleum products in regulated port areas where vapor control standards are required has been outfitted with a vapor recovery system that satisfies these requirements.

In addition, the EPA issued emissions standards for marine diesel engines. The EPA has implemented rules comparable to those of Annex VI to increase the control of air pollutant emissions from certain large marine engines by requiring certain new marine-diesel engines installed on U.S.-built ships to meet lower NOx standards. EPA Tier 2 standards were phased in beginning in 2004 and generally reduced NOx emissions by 27 percent and introduced a particulate matter limit for the first time. EPA Tier 3 standards were phased in beginning in 2009 and represented a 50% reduction in PM and a 20% reduction in NOx over Tier 2 levels. EPA Tier 4 standards were phased in beginning in 2014 and represented a 90% reduction in PM and 80% reduction in NOx compared to Tier 2 levels and generally required advanced technology such as selective catalytic reduction or exhaust gas recirculation. Adoption of these and emerging standards may require substantial modifications to some of the Company's existing marine diesel engines and may require the Company to incur substantial capital expenditures if the engines are replaced.

The North American ECA, encompassing the area extending 200 miles from the coastlines of the Atlantic, Gulf and Pacific coasts and the eight main Hawaiian Islands, became effective on August 1, 2012. The United States Caribbean Sea ECA, encompassing water around Puerto Rico and the U.S. Virgin Islands, became effective on January 1, 2014. Fuel used by all vessels operating in the ECA cannot exceed 0.1% sulfur, effective January 1, 2015. The Company believes that its vessels are in compliance with the current requirements of the ECAs. If other ECAs are approved by the IMO or other new or more stringent requirements relating to emissions from marine diesel engines or port operations by vessels are adopted by the EPA or the states where OSG operates, compliance could require or affect the timing of fuel costs associated with operating in another ECA.

The CAA also requires states to draft State Implementation Plans ("SIPs"), designed to attain national health-based air quality standards in major metropolitan and industrial areas. Where states fail to present approvable SIPs, or SIP revisions by certain statutory deadlines, the EPA is required to draft a Federal Implementation Plan. Several SIPs regulate emissions resulting from barge loading and degassing operations by requiring the installation of vapor control equipment. Where required, the Company's vessels are already equipped with vapor control systems that satisfy these requirements. Although a risk exists that new regulations could require significant capital expenditures and otherwise increase its costs, the Company believes, based upon the regulations that have been proposed to date, that no material capital expenditures beyond those currently contemplated and no material increase in costs are likely to be required as a result of the SIPs program.

Individual states have been considering their own restrictions on air emissions from engines on vessels operating within state waters. California requires certain ocean going vessels operating within 24 nautical miles of the Californian coast to reduce air pollution by using only low-sulfur marine distillate fuel rather than bunker fuel in auxiliary diesel and diesel-electric engines,



main propulsion diesel engines and auxiliary boilers. Vessels sailing within 24 miles of the California coastline whose itineraries call for them to enter any California ports, terminal facilities, or internal or estuarine waters must use marine gas oil or marine diesel oil with a sulfur content at or below 0.1% sulfur. The Company believes that its vessels that operate in California waters are in compliance with these regulations.

The Delaware Department of Natural Resources and Environment Control (“DNREC”) monitors OSG’s U.S. Flag lightering activities within the Delaware River. Lightering activities in Delaware are subject to Title V of the Coastal Zone Act of 1972, and OSG is the only marine operator with a Title V permit to engage in lightering operations. These lightering activities are monitored and regulated through DNREC’s Title V air permitting process. The regulations are designed to reduce the amount of VOCs entering the atmosphere during a crude oil lightering operation through the use of vapor balancing.

This defined process has reduced air emissions associated with venting of crude oil vapors to the atmosphere. In accordance with its Title V permit, OSG’s Delaware Lightering fleet is 100% vapor balance capable.

## **SOLAS**

From January 1, 2014, various amendments to the SOLAS conventions came into force, including an amendment to Chapter VI of SOLAS, which prohibits the blending of bulk liquid cargoes during sea passage and the production process on board ships. This prohibition does not preclude the master of the vessel from undertaking cargo transfers for the safety of the ship or protection of the marine environment.

Chapter VII of SOLAS has also been amended to require certain transport information to be provided in respect of the carriage of dangerous goods in package form. A copy of one of these documents must be made available to any person designated by the port state authority before the ship’s departure.

The International Code on the Enhanced Program of inspections during surveys of Bulk Carriers and Oil Tankers, 2011 has been made mandatory (“ESP Code”) pursuant to an amendment to SOLAS. The ESP Code provides requirements for an enhanced program of inspection during surveys of tankers.

## **International and U.S. Greenhouse Gas Regulations**

In February 2005, the Kyoto Protocol to the United Nations Framework Convention on Climate Change (“UNFCCC”) (commonly called the Kyoto Protocol) became effective. Pursuant to the Kyoto Protocol, adopting countries are required to implement national programs to reduce emissions of certain gases, generally referred to as greenhouse gases (“GHGs”), which contribute to global warming. The Kyoto Protocol, which was adopted by about 190 countries, commits its parties by setting internationally binding emission reduction targets. In December 2012, the Doha Amendment to the Kyoto Protocol was adopted to further extend the Kyoto Protocol’s GHG emissions reductions through 2020. The United Nations Climate Change Conference has continued negotiations and forged a new international framework in December 2015 (the “Paris Agreement”) that is to take effect by 2020. The Paris Agreement sets a goal of holding the increase in global average temperature to well below 2 degrees Celsius and pursuing efforts to limit the increase to 1.5 degrees Celsius, to be achieved by aiming to reach a global peaking of GHG emissions as soon as possible. To meet these objectives, the participating countries, acting individually or jointly, are to develop and implement successive “nationally determined contributions.” The countries will assess their collective programs toward achieving the goals of the Paris Agreement every five years beginning in 2023, referred to as the global stocktake, and subsequently are to update and enhance their actions on climate change.

The IMO’s third study of GHG emissions from the global shipping fleet which concluded in 2014 predicted that, in the absence of appropriate policies, greenhouse emissions from ships may increase by 50% to 250% by 2050 due to expected growth in international seaborne trade. Methane emissions are projected to increase rapidly (albeit from a low-base) as the share of LNG in the fuel mix increases. With respect to energy efficiency measures, the Marine Environmental Protection Committee (“MEPC”) adopted guidelines on the Energy Efficiency Design Index (“EEDI”), which reflects the primary fuel for the calculation of the attained EEDI for ships having dual fuel engines using LNG and liquid fuel oil (see discussion below). The IMO is committed to developing limits on greenhouse gases from international shipping and is working on proposed mandatory technical and operational measures to achieve these limits.

In 2011, the European Commission established a working group on shipping to provide input to the European Commission in its work to develop and assess options for the inclusion of international maritime transport in the GHG reduction commitment of the EU. The MRV Regulation was adopted on April 29, 2015 and creates an EU-wide framework for the monitoring, reporting and verification of carbon dioxide emissions from maritime transport. The MRV Regulation requires large ships (over 5,000 gross tons) conducting cargo operations in EU ports from January 1, 2018, to collect and later publish verified annual

data on carbon dioxide emissions. The Company believes that its vessels are in compliance with this regulation. A similar scheme from the IMO is expected to take effect January 1, 2019 and to be administered by the USCG for U.S. flag vessels.

In the United States, pursuant to an April 2007 U.S. Supreme Court decision, the U.S. Environmental Protection Agency ("EPA") was required to consider whether carbon dioxide should be considered a pollutant that endangers public health and welfare, and thus subject to regulation under the U.S. Clean Air Act. On December 1, 2009, the EPA issued an "endangerment finding" regarding GHGs under the Clean Air Act. While this finding in itself does not impose any requirements on industry or other entities, the EPA is in the process of promulgating regulations of GHG emissions. To date, the regulations proposed and enacted by the EPA have not involved ocean-going vessels.

Future passage of climate control legislation or other regulatory initiatives by the IMO, EU, United States or other countries where OSG operates that restrict emissions of GHGs could require significant additional capital and/or operating expenditures and could have operational impacts on OSG's business. Although OSG cannot predict such expenditures and impacts with certainty at this time, they may be material to OSG's results of operations.

## **International Environmental and Safety Regulations and Standards**

### ***Liability Standards and Limits***

Many countries have ratified and follow the liability plan adopted by the IMO and set out in the International Convention on Civil Liability for Oil Pollution Damage of 1969 (the "1969 Convention"). Some of these countries have also adopted the 1992 Protocol to the 1969 Convention (the "1992 Protocol"). Under both the 1969 Convention and the 1992 Protocol, a vessel's registered owner is strictly liable for pollution damage caused in the territorial waters of a contracting state by discharge of persistent oil, subject to certain complete defenses. These conventions also limit the liability of the shipowner under certain circumstances. As these conventions calculate liability in terms of a basket of currencies, the figures in this section are converted into U.S. dollars based on currency exchange rates on January 8, 2017 and are approximate. Actual dollar amounts are used in this section "-Liability Standards and Limits" and in "-U.S. Environmental and Safety Regulations and Standards-Liability Standards and Limits" below.

Under the 1969 Convention, except where the owner is guilty of actual fault, its liability is limited to \$4.0 million for a ship not exceeding 5,000 units of tonnage (a unit of measurement for the total enclosed spaces within a vessel) and \$565 per gross ton thereafter, with a maximum liability of \$80.1 million. Under the 1992 Protocol, the owner's liability is limited except where the pollution damage results from its personal act or omission, committed with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result. Under the 2000 amendments to the 1992 Protocol, which became effective on November 1, 2003, liability is limited to \$6.1 million plus \$848 for each additional gross ton over 5,000 for vessels of 5,000 to 140,000 gross tons, and \$120.1 million for vessels over 140,000 gross tons, subject to the exceptions discussed above for the 1992 Protocol.

Vessels trading to states that are parties to these conventions must provide evidence of insurance covering the liability of the owner. The Company believes that its P&I insurance will cover any liability under the plan adopted by the IMO. See the discussion of insurance in "-U.S. Environmental and Safety Regulations and Standards-Liability Standards and Limits" below.

The United States is not a party to the 1969 Convention or the 1992 Protocol. See "- U.S. Environmental and Safety Restrictions and Regulations" above. In other jurisdictions where the 1969 Convention has not been adopted, various legislative schemes or common law govern, and liability is imposed either on the basis of fault or in a manner similar to that convention.

The International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001, which became effective on November 21, 2008, is a separate convention adopted to ensure that adequate, prompt and effective compensation is available to persons who suffer damage caused by spills of oil when used as fuel by vessels. The convention applies to damage caused to the territory, including the territorial sea, and in its exclusive economic zones, of states that are party to it. While the United States has not yet ratified this convention, vessels operating internationally would be subject to it, if sailing within the territories of those countries that have implemented its provisions. The Company believes that its vessels comply with these requirements.

### ***Other International Environmental and Safety Regulations and Standards***

Under the International Safety Management Code ("ISM Code"), promulgated by the IMO, vessel operators are required to develop a safety management system that includes, among other things, the adoption of a safety and environmental protection policy describing how the objectives of a functional safety management system will be met. The Company has a safety

management system for its fleet, with instructions and procedures for the safe operation of its vessels, reporting accidents and non-conformities, internal audits and management reviews and responding to emergencies, as well as defined levels of responsibility. The ISM Code requires the Company to have a Document of Compliance (“DoC”) for the vessels it operates and a Safety Management Certificate (“SMC”) for each vessel it operates. Once issued, these certificates are valid for a maximum of five years. The Company in turn must undergo an annual internal audit and an external verification audit in order to maintain the DoC. In accordance with the ISM Code, each vessel must also undergo an annual internal audit at intervals not to exceed twelve months and vessels must undergo an external verification audit twice in a five-year period.

The Company maintains a DoC which was reissued for five years on September 17, 2017. The Company is also certified to the SQE requirements of the ABS Guide for Marine Health, Safety, Quality, Environmental and Energy Management, which includes meeting the requirements of the International Standards of Organization in ISO9001:2015 (Quality Management) and ISO14001:2015 (Environmental Management) for the management of operation of oil tankers, chemical tankers and other cargo ships.

The SMC for each vessel is issued after verifying that the company responsible for operating the vessel and its shipboard management operate in accordance with the approved safety management system. No vessel can obtain a certificate unless its operator has been awarded a DoC issued by the administration of that vessel’s flag state or as otherwise permitted under the International Convention for the Safety of Life at Sea, 1974, as amended (“SOLAS”).

Noncompliance with the ISM Code and other IMO regulations may subject the shipowner or charterer to increased liability, may lead to decreases in available insurance coverage for affected vessels and may result in the denial of access to, or detention in, some ports. For example, the USCG and EU authorities have indicated that vessels not in compliance with the ISM Code will be prohibited from trading to U.S. and EU ports.

IMO regulations also require owners and operators of vessels to adopt Shipboard Oil Pollution Emergency Plans (“SOPEPs”). Periodic training and drills for response personnel and for vessels and their crews are required. In addition to SOPEPs, OSG has adopted Shipboard Marine Pollution Emergency Plans (“SMPEPs”), which cover potential releases not only of oil but of any noxious liquid substances (“NLSs”). The Company SMPEP and SOPEP Plan were reapproved for five years in 2017 and remain valid until August 11, 2022.

The International Convention for the Control and Management of Ships' Ballast Water and Sediments (“BWM Convention”) is designed to protect the marine environment from the introduction of non-native (alien) species as a result of the carrying of ships’ ballast water from one place to another. The introduction of non-native species has been identified as one of the top five threats to biological diversity. Expanding seaborne trade and traffic have exacerbated the threat. Tankers must take on ballast water in order to maintain their stability and draft, and must discharge the ballast water when they load their next cargo. When emptying the ballast water, which they carried from the previous port, they may release organisms and pathogens that have been identified as being potentially harmful in the new environment.

The BWM Convention was adopted in 2004 and entered into force on September 8, 2017. The BWM Convention is applicable to new and existing vessels that are designed to carry ballast water. It defines a discharge standard consisting of maximum allowable levels of critical invasive species. This standard will likely be met by installing treatment systems that render the invasive species non-viable. In addition, each vessel flying the flag of a signatory to the Convention will be required to have on board a valid International Ballast Water Management Certificate, a Ballast Water Management Plan and a Ballast Water Record Book. Since the U.S. is not a signatory to the Convention, U.S. flag vessels cannot be issued a Ballast Water Management Certificate. Instead, the American Bureau of Shipping has been authorized to issue a Statement of Voluntary Compliance (with the Convention) to any U.S. flag vessel that has an approved Ballast Water Management Plan that contains the information required by the Convention. An SOVC is expected to satisfy the requirements of Port State Control (PSC) in countries that are a signatory to the Convention, but it is not guaranteed to do so.

OSG’s vessels are subject to other international, national and local ballast water management regulations (including those described above under “U.S. Environmental and Safety Regulations and Standards”). OSG complies with these regulations through ballast water management plans implemented on each of the vessels it technically manages. To meet existing and anticipated ballast water treatment requirements, including those contained in the BWM Convention, OSG has a fleetwide action plan to comply with IMO, EPA, USCG and possibly more stringent U.S. state mandates as they are implemented and become effective, which may require the installation and use of costly control technologies. Compliance with the ballast water requirements expected to go into effect under the BWM Convention and other regulations may have material impacts on OSG’s operations and financial results, as discussed above under “U.S. Environmental and Safety Regulations and Standards-Other U.S. Environmental and Safety Regulations and Standards.”

### ***Other EU Legislation and Regulations***

The EU has adopted legislation that: (1) bans manifestly sub-standard vessels (defined as those over 15 years old that have been detained by port authorities at least twice in the course of the preceding 24 months) from European waters, creates an obligation for port states to inspect at least 25% of vessels using their ports annually and provides for increased surveillance of vessels posing a high risk to maritime safety or the marine environment, and (2) provides the EU with greater authority and control over Classification Societies, including the ability to seek to suspend or revoke the authority of negligent societies. OSG believes that none of its vessels meet the "sub-standard" vessel definitions contained in the EU legislation. EU directives enacted in 2005 and amended in 2009 require EU member states to introduce criminal sanctions for illicit ship-source discharges of polluting substances (e.g., from tank cleaning operations) which result in deterioration in the quality of water and has been committed with intent, recklessness or serious negligence. Certain member states of the EU, by virtue of their national legislation, already impose criminal sanctions for pollution events under certain circumstances. The Company cannot predict what additional legislation or regulations, if any, may be promulgated by the EU or any other country or authority, or how these might impact OSG.

### ***International Air Emission Standards***

Annex VI to MARPOL ("Annex VI"), which was designed to address air pollution from vessels and which became effective internationally on May 19, 2005, sets limits on sulfur oxide ("SOx") and nitrogen oxide ("NOx") emissions from ship exhausts and prohibits deliberate emissions of ozone depleting substances, such as chlorofluorocarbons. Annex VI also regulates shipboard incineration and the emission of volatile organic compounds from tankers. Annex VI was amended in 2008 to provide for a progressive and substantial reduction in SOx and NOx emissions from vessels and allow for the designation of Emission Control Areas ("ECAs") in which more stringent controls would apply. The primary changes were that the global cap on the sulfur content of fuel oil was reduced to 3.50% from 4.50% effective from January 1, 2012, and such cap is to be further reduced progressively to 0.50% effective from January 1, 2020. Furthermore, the sulfur content of fuel oil for vessels operating in designated ECAs was progressively reduced from 1.5% to 1.0% effective July 2010 and further reduced to 0.1% effective January 2015. Currently designated ECAs are: the Baltic Sea area, the North Sea area, the North American area (covering designated coastal areas off the United States and Canada) and the United States Caribbean Sea area (around Puerto Rico and the United States Virgin Islands). For vessels over 400 gross tons, Annex VI imposes various survey and certification requirements. The U.S. Maritime Pollution Prevention Act of 2008 amended the U.S. Act to Prevent Pollution from Ships to provide for the adoption of Annex VI. In October 2008, the U.S. ratified Annex VI, which came into force in the United States on January 8, 2009.

In addition to Annex VI, there are regional mandates in ports and certain territorial waters within the EU regarding reduced SOx emissions. These requirements establish maximum allowable limits for sulfur content in fuel oils used by vessels when operating within certain areas and waters and while "at berth." In December 2012, an EU directive that aligned the EU requirements with Annex VI entered into force. For vessels at berth in EU ports, sulfur content of fuel oil is limited to 0.1%. For vessels operating in SOx Emission Control Areas ("SECAs"), sulfur content of fuel oil is limited to 1% as of June 18, 2014, which was reduced to 0.1% as of January 1, 2015. For vessels operating outside SECAs, sulfur content of fuel oil is limited to 3.5% as of June 18, 2014, further reducing to 0.5% as of January 1, 2020. Alternatively, emission abatement methods are permitted as long as they continuously achieve reductions of SOx emissions that are at least equivalent to those obtained using compliant marine fuels.

More stringent Tier III emission limits are applicable to engines installed on a ship constructed on or after January 1, 2016 operating in ECAs. NOx emission Tier III standards came into force on January 1, 2016 in ECAs.

Additional air emission requirements under Annex VI became effective on July 1, 2010 mandating the development of Volatile Organic Compound ("VOC") Management Plans for tank vessels and certain gas ships.

In July 2011, the IMO further amended Annex VI to include energy efficiency standards for "new ships" through the designation of an EEDI. The EEDI standards apply to new ships of 400 gross tons or above (except those with diesel-electric, turbine or hybrid propulsion systems). "New ships" for purposes of this standard are those for which the building contract was placed on or after January 1, 2013; or in the absence of a building contract, the keel of which is laid or which is at a similar stage of construction on or after July 1, 2013; or the delivery of which is on or after July 1, 2015. The EEDI standards phase in from 2013 to 2025 and are anticipated to result in significant reductions in fuel consumption, as well as air and marine pollution. The composition of the Company's fleet of vessels, as of December 31, 2017, does not include any vessels to which the EEDI standards apply.

In 2011, IMO's Greenhouse Gas Work Group agreed on Ship Energy Efficiency Management Plan ("SEEMP") development guidelines, which were provided by the MEPC, Resolution MEPC.213 (63), which adopted the 2012 development guidelines on March 2, 2012, entered into force on January 1, 2013. The SEEMP, unlike the EEDI, applies to all ships of 400 gross tons and above. The verification of the requirement to have a SEEMP on board shall take place at the first or intermediate or renewal survey, whichever is the first, on or after January 1, 2013. Each of the vessels technically managed by the Company has a SEEMP, which was prepared in accordance with these development guidelines and addresses technically viable options that create value added strategies to reduce the vessels' energy footprint through the implementation of specific energy saving measures. An Energy Efficiency Certificate ("IEEC") is issued for both new and existing ships of 400 gross tons or above. The IEEC is issued once for each ship and remains valid throughout its lifetime, until the ship is withdrawn from service, unless a new certificate is issued following a major conversion of the ship, or until transfer of the ship to the flag of another state.

The Company believes that its vessels are compliant with the current requirements of Annex VI and that those of its vessels that operate in the EU are also compliant with the regional mandates applicable there. However, the Company anticipates that, in the next several years, compliance with the increasingly stringent requirements of Annex VI and other conventions, laws and regulations imposing air emission standards that have already been adopted or that may be adopted will require substantial additional capital and/or operating expenditures and could have operational impacts on OSG's business. Although OSG cannot predict such expenditures and impacts with certainty at this time, they may be material to OSG's financial statements.

### **Security Regulations and Practices**

Security at sea has been a concern to governments, shipping lines, port authorities and importers and exporters for years. Since the terrorist attacks of September 11, 2001, there have been a variety of initiatives intended to enhance vessel security. In 2002, the U.S. Maritime Transportation Security Act of 2002 ("MTSA") came into effect and the USCG issued regulations in 2003 implementing certain portions of the MTSA by requiring the implementation of certain security requirements aboard vessels operating in waters subject to the jurisdiction of the United States. Similarly, in December 2002, a coalition of 150 IMO contracting states drafted amendments to SOLAS by creating a new subchapter dealing specifically with maritime security. This new subchapter, which became effective in July 2004, imposes various detailed security obligations on vessels and port authorities, most of which are contained in the International Ship and Port Facilities Security Code (the "ISPS Code"). The ISPS Code is applicable to all cargo vessels of 500 gross tons plus all passenger ships operating on international voyages, mobile offshore drilling units, as well as port facilities that service them. The objective of the ISPS Code is to establish the framework that allows detection of security threats and implementation of preventive measures against security incidents that can affect ships or port facilities used in international trade. Among other things, the ISPS Code requires the development of vessel security plans and compliance with flag state security certification requirements. To trade internationally, a vessel must attain an International Ship Security Certificate ("ISSC") from a recognized security organization approved by the vessel's flag state.

All of OSG's vessels have developed and implemented vessel security plans that have been approved by the appropriate regulatory authorities, have obtained ISSCs and comply with applicable security requirements.

The Company monitors the waters in which its vessels operate for pirate activity. Company vessels that transit areas where there is a high risk of pirate activity follow best management practices for reducing risk and preventing pirate attacks and are in compliance with protocols established by the naval coalition protective forces operating in such areas.

### **INSPECTION BY CLASSIFICATION SOCIETIES**

Every oceangoing vessel must be "classed" by a Classification Society. The Classification Society certifies that the vessel is "in class" signifying that the vessel has been built and maintained in accordance with the rules of the Classification Society and complies with applicable rules and regulations of the vessel's country of registry and the international conventions of which that country is a member. In addition, where surveys are required by international conventions and corresponding laws and ordinances of a flag state, the Classification Society will undertake them on application or by official order, acting on behalf of the authorities concerned.

The Classification Society also undertakes on request other surveys and checks that are required by regulations and requirements of the flag state. These surveys are subject to agreements made in each individual case and/or to the regulations of the country concerned.

For maintenance of the class certification, regular and extraordinary surveys of hull, machinery, including the electrical plant, and any special equipment classed are required to be performed as follows:

- *Annual Surveys.* For seagoing ships, annual surveys are conducted for the hull and the machinery, including the electrical plant and where applicable for special equipment classed, at intervals of 12 months from the date of commencement of the class period indicated in the certificate.
- *Intermediate Surveys.* Extended annual surveys are referred to as intermediate surveys and typically are conducted two and one-half years after commissioning and each class renewal. Intermediate surveys may be carried out on the occasion of the second or third annual survey.
- *Class Renewal Surveys.* Class renewal surveys, also known as Special Surveys, are carried out for the ship's hull, machinery, including the electrical plant, and for any special equipment classed, at the intervals indicated by the character of classification for the hull. At the special survey the vessel is thoroughly examined, including audio-gauging to determine the thickness of the steel structures. Should the thickness be found to be less than class requirements, the Classification Society would prescribe steel renewals. The Classification Society may grant a one-year grace period for completion of the special survey. Substantial amounts of money may have to be spent for steel renewals to pass a special survey if the vessel experiences excessive wear and tear. In lieu of the special survey every four or five years, depending on whether a grace period was granted, a shipowner has the option of arranging with the Classification Society for the vessel's hull or machinery to be on a continuous survey cycle, in which every part of the vessel would be surveyed within a five-year cycle. Upon a shipowner's request, the surveys required for class renewal may be split according to an agreed schedule to extend over the entire period of class survey period. This process is referred to as continuous class renewal.

Vessels are required to dry dock for inspection of the underwater hull at each intermediate survey and at each class renewal survey. For vessels less than 15 years old, Classification Societies permit for intermediate surveys in water inspections by divers in lieu of dry docking, subject to other requirements of such Classification Societies.

If defects are found during any survey, the Classification Society surveyor will issue a "recommendation" which must be rectified by the vessel owner within prescribed time limits.

Most insurance underwriters make it a condition for insurance coverage that a vessel be certified as "in class" by a Classification Society that is a member of the International Association of Classification Societies, or the IACS. In December 2013, the IACS adopted new harmonized Common Structure Rules, which will apply to crude oil tankers and dry bulk carriers to be constructed on or after July 1, 2015. All our vessels are currently, and we expect will be, certified as being "in class" by the American Bureau of Shipping, ("ABS"), a major classification society. All new and secondhand vessels that we acquire must be certified prior to their delivery under our standard purchase contracts and memorandum of agreement. If the vessel is not certified on the date of closing, we have no obligation to take delivery of the vessel.

## **INSURANCE**

Consistent with the currently prevailing practice in the industry, the Company presently carries protection and indemnity ("P&I") insurance coverage for pollution of \$1.0 billion per occurrence on every vessel in its fleet. P&I insurance is currently provided by three mutual protection and indemnity associations ("P&I Associations"), all of whom are members of the International Group. The P&I Associations that comprise the International Group insure approximately 90% of the world's commercial tonnage and have entered into a pooling agreement to reinsure each association's liabilities. Each P&I Association has capped its exposure to each of its members at approximately \$7.5 billion. As a member of a P&I Association that is a member of the International Group, the Company is subject to calls payable to the P&I Associations based on its claim record as well as the claim records of all other members of the individual Associations of which it is a member, and the members of the pool of P&I Associations comprising the International Group. As of December 31, 2017, the Company was a member of three P&I Associations. Each of the Company's vessels is insured by one of these three Associations with deductibles ranging from \$0.025 million to \$0.1 million per vessel per incident. While the Company has historically been able to obtain pollution coverage at commercially reasonable rates, no assurances can be given that such insurance will continue to be available in the future.

The Company carries marine hull and machinery and war risk (including piracy) insurance, which includes the risk of actual or constructive total loss, for all of its vessels. The vessels are each covered up to at least their fair market value, with deductibles ranging from \$0.1 million to \$0.125 million per vessel per incident. The Company is self-insured for hull and machinery claims in amounts in excess of the individual vessel deductibles up to a maximum aggregate loss of \$0.750 million per policy year.

## TAXATION OF THE COMPANY

The following U.S. tax law applicable to the Company is based on the provisions of the U.S. Internal Revenue Code of 1986, as amended, existing and proposed U.S. Treasury Department regulations, administrative rulings, pronouncements and judicial decisions, all as of the date of this Annual Report on Form 10-K. No assurance can be given that changes in or interpretation of existing laws will not occur or will not be retroactive or that anticipated future circumstances will in fact occur.

### *U.S. Tonnage Tax Regime*

The Company made an election to have the foreign operations of the Company's U.S. Flag vessels taxed under a "tonnage tax" regime rather than the usual U.S. corporate income tax regime. As a result, the Company's gross income for U.S. income tax purposes with respect to eligible U.S. Flag vessels for 2005 and subsequent years does not include (1) income from qualifying shipping activities in U.S. foreign trade (i.e., transportation between the United States and foreign ports or between foreign ports), (2) income from cash, bank deposits and other temporary investments that are reasonably necessary to meet the working capital requirements of qualifying shipping activities, and (3) income from cash or other intangible assets accumulated pursuant to a plan to purchase qualifying shipping assets. The Company's taxable income with respect to the operations of its eligible U.S. Flag vessels, of which there are two, is based on a "daily notional taxable income," which is taxed at the highest U.S. corporate income tax rate. The daily notional taxable income from the operation of a qualifying vessel is 40 cents per 100 tons of the net tonnage of the vessel up to 25,000 net tons, and 20 cents per 100 tons of the net tonnage of the vessel in excess of 25,000 net tons. The taxable income of each qualifying vessel is the product of its daily notional taxable income and the number of days during the taxable year that the vessel operates in U.S. foreign trade.

## ITEM 1A. RISK FACTORS

An investment in our common stock contains a high degree of risk. You should consider carefully the following risk factors before deciding whether to invest in our securities. Our business, including our operating results and financial condition, could be harmed by any of these risks. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business. The trading price of our securities could decline due to any of these risks and you may lose all or part of your investment. In assessing these risks, you should also refer to the other information contained in our filings with the SEC, including our financial statements and related notes. Actual dollar amounts are used in this Item 1 A. "Risk Factors" section.

### Risks Related to Our Industry

*The highly cyclical nature of supply and demand in the industry may lead to volatile changes in charter rates and vessel values, which could adversely affect the Company's earnings, liquidity and available cash.*

The marine transportation industry is both cyclical and volatile in terms of charter rates and profitability. Fluctuations in charter rates and vessel values result from changes in supply and demand both for tanker capacity and for oil and oil products. Factors affecting these changes in supply and demand are generally outside of the Company's control. The nature, timing and degree of changes in industry conditions are unpredictable and could adversely affect the values of the Company's vessels or result in significant fluctuations in the amount of charter revenues the Company earns, which could result in significant volatility in OSG's quarterly results and cash flows. Factors influencing the demand for tanker capacity include:

- supply and demand for, and availability of, energy resources such as oil, oil products and natural gas, which affect customers' need for vessel capacity;
- global and regional economic and political conditions, including armed conflicts, terrorist activities and strikes, that among other things could impact the supply of oil, as well as trading patterns and the demand for various vessel types;
- regional availability of refining capacity and inventories;
- changes in the production levels of crude oil (including in particular production by OPEC, the United States and other key producers);
- changes in seaborne and other transportation patterns, including changes in the distances that cargoes are transported, changes in the price of crude oil and changes to the West Texas Intermediate and Brent Crude Oil pricing benchmarks;
- environmental and other legal and regulatory developments and concerns;
- construction or expansion of new or existing pipelines or railways;
- weather and natural disasters;
- competition from alternative sources of energy; and
- international sanctions, embargoes, import and export restrictions or nationalizations and wars.

Many of the factors that influence the demand for tanker capacity will also, in the longer term, effectively influence the supply of tanker capacity, since decisions to build new capacity, invest in capital repairs, or to retain in service older capacity are influenced by the general state of the marine transportation industry from time to time. Factors influencing the supply of vessel capacity include:

- the number of newbuilding deliveries;
- the conversion of vessels from transporting oil and oil products to carrying dry bulk cargo or vice versa;
- the number of vessels that are removed from service, whether via scrapping or conversion to storage or other means;
- availability and pricing of other energy sources such as natural gas for which tankers can be used or to which construction capacity may be dedicated;
- port or canal congestion; and
- environmental and maritime regulations.

*The market value of vessels fluctuates significantly, which could adversely affect OSG's liquidity or otherwise adversely affect its financial condition.*

Jones Act vessel market values have, on average, generally declined over the past several years; however the market value of Jones Act vessels has fluctuated over time and is based upon various factors, including:

- age of the vessel;
- general economic and market conditions affecting the tanker industry, including the availability of vessel financing;
- number of vessels in the Jones Act fleet;



- types and sizes of vessels available;
- changes in trading patterns affecting demand for particular sizes and types of vessels;
- cost of newbuildings;
- prevailing level of charter rates;
- competition from other shipping companies and from other modes of transportation; and
- technological advances in vessel design and propulsion.

The fluctuating market values of the vessels can impact the Company's liquidity regardless of whether the Company sells the vessels or continues to hold the vessels. For example, if OSG sells a vessel at a sale price that is less than the vessel's carrying amount on the Company's financial statements, OSG will incur a loss on the sale and a reduction in earnings and surplus. On the other hand, declining values of the Company's vessels could adversely affect the Company's liquidity by limiting its ability to raise cash by refinancing vessels.

Even if the Company does not need immediate liquidity from the sale or refinancing of vessels, the Company may experience significant impairment charges upon a decline in vessel value. The Company evaluates events and changes in circumstances that have occurred to determine whether they indicate that the carrying amount of the vessels might not be recoverable. This review for potential impairment indicators and projection of future cash flows related to the vessels is complex and requires the Company to make various estimates, including future freight rates, earnings from the vessels, market appraisals and discount rates, all of which have historically been volatile. The Company evaluates the recoverable amount of a vessel as the sum of its undiscounted estimated future cash flows. If the recoverable amount is less than the vessel's carrying amount, the vessel's carrying amount is then compared to its estimated fair value, which is determined using vessel appraisals or discounted estimated future cash flows. If the vessel's carrying amount is less than its fair value, it is deemed impaired. The carrying values of the Company's vessels may differ significantly from their fair market value. Any charges relating to such impairments could adversely affect the Company's results of operations and financial condition.

***An increase in the supply of Jones Act vessels without a commensurate increase in demand for such vessels could cause charter rates to decline, which could adversely affect OSG's revenues, profitability and cash flows, as well as the value of its vessels.***

The marine transportation industry has historically been highly cyclical, as the profitability and asset values of companies in the industry have fluctuated based on changes in the supply of and demand for vessels. If the number of new ships of a particular class delivered exceeds the number of vessels of that class being scrapped, available capacity in that class will increase. Given the smaller number of tankers operating in the U.S. domestic market, the impact of even a limited increase in capacity supply may negatively affect the market and may have a material adverse effect on OSG's revenues, profitability and cash flows.

***OSG conducts certain of its operations internationally, which subjects the Company to changing economic, political and governmental conditions abroad that may adversely affect its business.***

The Company conducts certain of its operations internationally, and its business, financial condition, results of operations and cash flows may be adversely affected by changing economic, political and government conditions in the countries and regions where its vessels are employed.

OSG must comply with complex foreign and U.S. laws and regulations, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local laws prohibiting corrupt payments to government officials, anti-money laundering laws; and anti-competition regulations. Moreover, the shipping industry is generally considered to present elevated risks in these areas. Violations of these laws and regulations could result in fines and penalties, criminal sanctions, restrictions on the Company's business operations and on the Company's ability to transport cargo to one or more countries, and could also materially affect the Company's brand, ability to attract and retain employees, international operations, business and operating results. Although OSG has policies and procedures designed to achieve compliance with these laws and regulations, OSG cannot be certain that its employees, contractors, joint venture partners or agents will not violate these policies and procedures. OSG's operations may also subject its employees and agents to extortion attempts.

***Changes in fuel prices may adversely affect profits.***

Fuel is a significant, if not the largest, expense in the Company's shipping operations when vessels are under voyage charter. Accordingly, an increase in the price of fuel may adversely affect the Company's profitability if these increases cannot be passed onto customers. The price and supply of fuel is unpredictable and fluctuates based on events outside the Company's control, including geopolitical developments; supply and demand for oil and gas; actions by OPEC, and other oil and gas producers; war and unrest in oil producing countries and regions; regional production patterns; and environmental concerns.

Fuel may become much more expensive in the future, which could reduce the profitability and competitiveness of the Company's business compared to other forms of transportation.

***Shipping is a business with inherent risks, and OSG's insurance may not be adequate to cover its losses.***

OSG's vessels and their cargoes are at risk of being damaged or lost because of events including, but not limited to:

- marine disasters;
- bad weather;
- mechanical failures;
- human error;
- war, terrorism and piracy;
- grounding, fire, explosions and collisions;
- business interruptions due to labor strikes, port closings and boycotts and
- other unforeseen circumstances or events.

These hazards may result in death or injury to persons; loss of revenues or property; environmental damage; higher insurance rates; damage to OSG's existing customer relationships and industry reputation; and market disruptions, and delay or rerouting, all of which may also subject OSG to litigation. In addition, the operation of tankers has unique operational risks associated with the transportation of oil. An oil spill may cause significant environmental damage and the associated costs could exceed the insurance coverage available to the Company. Compared to other types of vessels, tankers are also exposed to a higher risk of damage and loss by fire, whether ignited by a terrorist attack, collision, or other cause, due to the high flammability and high volume of the oil transported in tankers. Any of these events could result in loss of revenues, decreased cash flows and increased costs.

While the Company carries insurance to protect against certain of these risks, risks may arise against which the Company is not adequately insured. For example, a catastrophic spill could exceed OSG's \$1 billion per vessel insurance coverage and have a material adverse effect on its operations. In addition, OSG may not be able to procure adequate insurance coverage at commercially reasonable rates in the future, and any particular claim may not be paid by its insurers. In the past, new and stricter environmental regulations have led to higher costs for insurance covering environmental damage or pollution, and new regulations could lead to similar increases or even make this type of insurance unavailable.

Furthermore, even if insurance coverage is adequate to cover the Company's liabilities arising from the loss of a vessel, OSG may not be able to timely obtain a replacement ship.

OSG may also be subject to calls, or premiums, in amounts based not only on its own claim records but also the claim records of all other members of the protection and indemnity associations through which OSG obtains insurance coverage for tort liability. OSG's payment of these calls could result in significant expenses which would reduce its profits and cash flows or cause losses.

***Constraints on capital availability have adversely affected the tanker industry and OSG's business.***

Constraints on capital that have occurred during recent years have adversely affected the financial condition of certain of the Company's customers, financial lenders and suppliers. Entities that suffer a material adverse impact on their financial condition may be unable or unwilling to comply with their contractual commitments to OSG including the refusal or inability of customers to pay charter hire to OSG or the inability or unwillingness of financial lenders to honor their commitments to lend funds. While OSG seeks to monitor the financial condition of its customers, financial lenders and suppliers, the availability and accuracy of information about the financial condition of such entities and the actions that OSG may take to reduce possible losses resulting from the failure of such entities to comply with their contractual obligations may be limited. Any such failure could have a material adverse effect on OSG's revenues, profitability and cash flows. In addition, adverse financial conditions may inhibit these entities from entering into new commitments with OSG, which could also have a material adverse effect on OSG's revenues, profitability and cash flows.

The Company also faces other potential constraints on capital relating to counterparty credit risk and constraints on OSG's ability to borrow funds. See also, "Risk Factors-Risks Related to Our Company - The Company is subject to credit risks with respect to its counterparties on contracts and any failure by these counterparties to meet their obligations could cause the Company to suffer losses on such contracts, decreasing revenues and earnings" and "Risks Related to Our Company - OSG has incurred significant indebtedness which could affect its ability to finance its operations, pursue desirable business

opportunities and successfully run its business in the future, all of which could affect OSG's ability to fulfill its obligations under that indebtedness."

***Public health threats could have an adverse effect on the Company's operations and financial results.***

Public health threats and other highly communicable diseases, outbreaks of which have already occurred in various parts of the world near where OSG operates, could adversely impact the Company's operations, the operations of the Company's customers and the global economy, including the worldwide demand for crude oil and the level of demand for OSG's services. Any quarantine of personnel, restrictions on travel to or from countries in which OSG operates, or inability to access certain areas could adversely affect the Company's operations. Travel restrictions, operational problems or large-scale social unrest in any part of the world in which OSG operates, or any reduction in the demand for tanker services caused by public health threats in the future, may impact OSG's operations and adversely affect the Company's financial results.

***Acts of piracy on ocean-going vessels could adversely affect the Company's business.***

Although the Company's fleet operates mainly in U.S. waters, there are occasions when a vessel may be in an area where pirate attacks are a concern. The frequency of pirate attacks on seagoing vessels remains high, particularly in the western part of the Indian Ocean, off the west coast of Africa and in the South China Sea. If piracy attacks result in regions in which the Company's vessels are deployed being characterized by insurers as "war risk" zones, as the Gulf of Aden has been, or Joint War Committee "war and strikes" listed areas, premiums payable for insurance coverage could increase significantly, and such insurance coverage may become difficult to obtain. Crew costs could also increase in such circumstances due to risks of piracy attacks.

In addition, while OSG believes the charterer remains liable for charter payments when a vessel is seized by pirates, the charterer may dispute this and withhold charter hire until the vessel is released. A charterer may also claim that a vessel seized by pirates was not "on-hire" for a certain number of days and it is therefore entitled to cancel the charter party, a claim the Company would dispute. The Company may not be adequately insured to cover losses from these incidents, which could have a material adverse effect on the Company. In addition, hijacking as a result of an act of piracy against the Company's vessels, or an increase in the cost (or unavailability) of insurance for those vessels, could have a material adverse impact on OSG's business, financial condition, results of operations and cash flows. Such attacks may also impact the Company's customers, which could impair their ability to make payments to the Company under its charters.

***Terrorist attacks and international hostilities and instability can affect the tanker industry, which could adversely affect OSG's business.***

Terrorist attacks, the outbreak of war, or the existence of international hostilities could damage the world economy, adversely affect the availability of and demand for crude oil and petroleum products and adversely affect both the Company's ability to charter its vessels and the charter rates payable under any such charters. In addition, OSG operates in a sector of the economy that is likely to be adversely impacted by the effects of political instability, terrorist or other attacks, war or international hostilities. In the past, political instability has also resulted in attacks on vessels, mining of waterways and other efforts to disrupt international shipping, particularly in the Arabian Gulf region. These factors could also increase the costs to the Company of conducting its business, particularly crew, insurance and security costs, and prevent or restrict the Company from obtaining insurance coverage, all of which could have a material adverse effect on OSG's business, financial condition, results of operations and cash flows.

**Risks Related to Our Company**

***As a result of the spin-off of INSW on November 30, 2016, OSG's historical financial information may not be a reliable indicator of OSG's future financial results and the spin-off may adversely affect OSG's business.***

In accordance with Accounting Standards Update 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, the assets and liabilities and results of operations of INSW are reported as discontinued operations for all periods presented. Accordingly, all references made to financial data in this Annual Report on Form 10-K are to OSG's continuing operations, unless specifically noted. Accordingly, the historical financial information included in this Annual Report does not necessarily reflect the financial condition, operating performance or cash flows that OSG would have achieved without INSW as a wholly owned subsidiary during the periods presented or those that OSG will achieve in the future, including as a result of the following factors:

- Prior to the spin-off, OSG or one of its affiliates performed various corporate functions for INSW, such as treasury, accounting, auditing, legal, investor relations and finance. OSG's historical results reflect allocations of corporate expenses to INSW for such functions. In connection with the spin-off, OSG may incur additional expenses for such services after the spin-off.
- As a result of the spin-off, the cost of capital of OSG's business may be higher than its cost of capital prior to the spin-off.

OSG may not be able to achieve the full strategic and financial benefits expected to result from the spin-off or such benefits may be delayed or not occur at all. The anticipated benefits may not be achieved for a variety of reasons, including among others:

- The separation of our business from INSW and provision of services to INSW under the Transition Services Agreement require significant amounts of management's time and effort in developing standalone organizations which may divert management's attention from operating and growing OSG's business;
- Following the spin-off, OSG may be more vulnerable to the risk of takeover by third parties;
- Following the spin-off, OSG may be more susceptible to market fluctuations and other adverse events than if INSW was still a part of OSG; and
- Following the spin-off, OSG's business is less diversified and has a more concentrated exposure to U.S specific risks such as the Jones Act market than prior to the spin-off.

If OSG fails to achieve some or all of the benefits to result from the spin-off, or if such benefits are delayed, it could have an adverse effect on OSG's competitive position, financial condition, operating results or cash flows.

***OSG has incurred significant indebtedness which could affect its ability to finance its operations, pursue desirable business opportunities and successfully run its business in the future, all of which could affect OSG's ability to fulfill its obligations under that indebtedness.***

As of December 31, 2017, OSG had \$448.9 million of outstanding indebtedness. OSG's substantial indebtedness and interest expense could have important consequences, including:

- limiting OSG's ability to use a substantial portion of its cash flow from operations in other areas of its business, including for working capital, capital expenditures and other general business activities, because OSG must dedicate a substantial portion of these funds to service its debt;
- to the extent OSG's future cash flows are insufficient, requiring the Company to seek to incur additional indebtedness in order to make planned capital expenditures and other expenses or investments;
- limiting OSG's ability to obtain additional financing in the future for working capital, capital expenditures, debt service requirements, acquisitions, and other expenses or investments planned by the Company;
- limiting the Company's flexibility and ability to capitalize on business opportunities and to react to competitive pressures and adverse changes in government regulation, and OSG's business and industry;
- limiting OSG's ability to satisfy its obligations under its indebtedness;
- increasing OSG's vulnerability to a downturn in its business and to adverse economic and industry conditions generally;
- placing OSG at a competitive disadvantage as compared to its less-leveraged competitors;
- limiting the Company's ability, or increasing the costs, to refinance indebtedness; and
- limiting the Company's ability to enter into hedging transactions by reducing the number of counterparties with whom OSG can enter into such transactions as well as the volume of those transactions.

OSG's ability to continue to fund its obligations and to reduce debt may be affected by general economic, financial market, competitive, legislative and regulatory factors, among other things. An inability to fund the Company's debt requirements or reduce debt could have a material adverse effect on OSG's business, financial condition, results of operations and cash flows.

Additionally, the actual or perceived credit quality of the Company's charterers (as well as any defaults by them) could materially affect the Company's ability to obtain the additional capital resources that it will require to purchase additional vessels or significantly increase the costs of obtaining such capital. The Company's inability to obtain additional financing at a higher-than-anticipated cost, or at all, could materially affect the Company's results of operations and its ability to implement its business strategy.

***The Company may not be able to generate sufficient cash to service all of its indebtedness, and could in the future breach covenants in its credit facilities and term loans.***

The Company's earnings, cash flow and the market value of its vessels vary significantly over time due to the cyclical nature of the tanker industry, as well as general economic and market conditions affecting the industry. As a result, the amount of debt that OSG can manage in some periods may not be appropriate in other periods and its ability to meet the financial covenants to which it is subject or may be subject in the future may vary. Additionally, future cash flow may be insufficient to meet the Company's debt obligations and commitments. Any insufficiency could negatively impact OSG's business.

The OBS Term Loan and the ABL Facility contain certain restrictions relating to new borrowings and, the movement of funds between OBS and OSG, as set forth in the loan agreement. Furthermore, drawdowns under the OBS ABL Facility borrowings are limited based upon the available borrowing base, as defined in that loan agreement and, if availability falls below a certain amount for a specified period of time, the administrative agent could exercise cash dominion rights permitting it to invoke control rights over certain of our accounts. While the Company was in compliance with these requirements as of December 31, 2017, a decrease in vessel values could cause the Company to breach certain covenants its existing credit facilities and term loans, or in future financing agreements that the Company may enter into from time to time. If the Company breaches such covenants and is unable to remedy the relevant breach or obtain a waiver, the Company's lenders could accelerate its debt and foreclose on the Company's owned vessels.

A range of economic, competitive, financial, business, industry and other factors will affect future financial performance, and, accordingly, the Company's ability to generate cash flow from operations and to pay debt. Many of these factors, such as charter rates, economic and financial conditions in the tanker industry and the economy, the creditworthiness of our customers, or competitive initiatives of competitors, are beyond the Company's control. If OSG does not generate sufficient cash flow from operations to satisfy its debt obligations, it may have to undertake alternative financing plans, such as:

- refinancing or restructuring its debt;
- selling tankers or other assets;
- reducing or delaying investments and capital expenditures; or
- seeking to raise additional capital.

Undertaking alternative financing plans, if necessary, might not allow OSG to meet its debt obligations. The Company's ability to restructure or refinance its debt will depend on the condition of the capital markets, its access to such markets and its financial condition at that time. The 8.125% unsecured Notes will mature on March 30, 2018. To remain in compliance with the OBS ABL Facility, the Company paid off the outstanding balance on its 8.125% unsecured Notes in December 2017. Any refinancing of debt could be at higher interest rates and might require the Company to comply with more onerous covenants, which could further restrict OSG's business operations. In addition, the terms of existing or future debt instruments may restrict OSG from adopting certain alternatives. These alternative measures may not be successful and may not permit OSG to meet its scheduled debt service obligations. The Company's inability to generate sufficient cash flow to satisfy its debt obligations, to meet the covenants of its credit agreements and term loans and/or to obtain alternative financing in such circumstances, could materially and adversely affect OSG's business, financial condition, results of operations and cash flows.

***Changes in demand in specialized markets in which the Company currently operates or changes in governmental support may lead the Company to redeploy certain vessels to other markets or put its ability to participate in specialized markets at risk.***

The Company deploys its vessels in several niche markets, including lightering in the Delaware Bay. The Company conducts those lightering operations with two ATBs which were purpose built for these operations using funds withdrawn from the Capital Construction Fund. If there is lower demand for these vessels in the Delaware Bay lightering market, the Company may have to redeploy one or both of these two ATBs in other markets. If that were to occur, the Company may not be able to compete profitably in the new markets, and the ATBs may not be able to be redeployed to new markets without substantial modification. In addition, the Company would be required to pay daily liquidated damages to MarAd if those vessels were deployed in the contiguous coastwise trades.

The Company has two vessels participating in the MSP which derive a substantial percentage of revenues earned from transporting cargoes reserved for U.S. Flag vessels under MaRad's Cargo Preference program. The Cargo Preference program works to promote and facilitate a U.S. maritime transportation system and oversees the administration of and compliance with U.S. cargo preference laws and regulations. Those laws require shippers to give U.S.-flag vessels a preference to transport any government-impelled ocean borne cargoes. Government-impelled cargo is cargo that is moving either as a direct result of

Federal government involvement, indirectly through financial sponsorship of a Federal program, or in connection with a guarantee provided by the Federal government.

Among the currently available government-impelled cargoes is a contract the Company has with the government of Israel ("GOI") to deliver fuel, which the GOI has in the past funded with grants from the U.S. government. In September 2016, an agreement between the U.S. government and the GOI restricted the GOI's ability to use these grants to purchase fuel beginning in 2019. This restriction could result in the GOI terminating its agreement with OSG. While other government-impelled cargoes may be available to replace cargoes currently transported under the GOI contract, there is no assurance the Company will be able to secure replacement cargoes at rates or in quantities sufficient to replace revenues currently earned under the GOI contract. If the Company is unable to retain the GOI business, or is unable to obtain significant other charters for these vessels, the Company may no longer be able to participate in the MSP and the Company's business, financial condition, results of operations and cash flows may be adversely affected.

The Company operates three Jones Act MR Tankers as shuttle tankers serving offshore oil installations in the Gulf of Mexico. Modifications made to enable these tankers to perform the specialized service of a shuttle tanker required the Company to incur substantial capital costs, which in turn allow the Company to earn a premium to market rates earned by conventional Jones Act tankers. While shuttle tankers can serve as conventional tankers without further modification, future reduction in the demand for specialized shuttle tanker services could limit the Company's ability to earn such premiums, which could adversely affect the financial results of the Company as compared to historical results.

***In the highly competitive Jones Act market, OSG may not be able to compete effectively for charters.***

The Company's vessels are employed in a highly competitive market. Competition arises from other vessel owners, including major oil companies, which may have substantially greater resources than OSG does. Competition for the transportation of crude oil and other petroleum products depends on price; location; size, age and condition of vessel; and the acceptability of the vessel operator to the charterer. To the extent OSG enters into new geographic regions or provides new services, it may not be able to compete profitably. New markets may involve competitive factors that differ from those of the Company's current markets, and the competitors in those markets may have greater financial strength and capital resources than OSG does.

***OSG may not be able to renew Time Charters when they expire or enter into new Time Charters.***

OSG's ability to renew expiring contracts or obtain new charters will depend on the prevailing market conditions at the time of renewal. As of December 31, 2017, OSG employed 11 vessels on Time Charters, with six of those charters expiring in 2018, three expiring in 2019, one expiring in 2020 and one expiring in 2025. The Company's existing Time Charters may not be renewed at comparable rates or if renewed or entered into, those new contracts may be at less favorable rates. In addition, there may be a gap in employment of vessels between current charters and subsequent charters. If at a time when OSG is seeking to arrange new charters for its vessels, market participants expect that less capacity will be necessary in the future (for example, if it is expected that oil and natural gas prices will decrease in the future, which could suggest that future oil and gas production levels will decline from then-current levels), OSG may not be able to obtain charters at attractive rates or at all. If, upon expiration of the existing Time Charter, OSG is unable to obtain Time Charters or Voyage Charters at desirable rates, the Company's business, financial condition, results of operations and cash flows may be adversely affected.

***OSG may not realize the benefits it expects from future acquisitions or other strategic transactions it may make.***

OSG's business strategy includes ongoing efforts to engage in material acquisitions of assets or ownership interests in entities in the tanker industry and of individual tankers. The success of OSG's acquisitions will depend upon a number of factors, some of which may not be within its control. These factors include OSG's ability to:

- identify suitable tankers and/or shipping companies for acquisitions at attractive prices, which may not be possible if asset prices rise too quickly;
- obtain financing;
- identify businesses engaged in managing, operating or owning tankers for acquisitions or joint ventures;
- integrate any acquired tankers or businesses successfully with the OSG's then-existing operations; and
- enhance OSG's customer base.

OSG intends to finance any future acquisitions by using available cash from operations and through incurrence of debt or bridge financing, either of which may increase its leverage ratios, or by issuing equity, which may have a dilutive impact on its existing stockholders. At any given time, OSG may be engaged in a number of discussions that may result in one or more acquisitions, some of which may be material to OSG as a whole. These opportunities require confidentiality and may involve

negotiations that require quick responses by OSG. Although there can be no certainty that any of these discussions will result in definitive agreements or the completion of any transactions, the announcement of any such transaction may lead to increased volatility in the trading price of OSG's securities.

Acquisitions and other transactions can also involve a number of special risks and challenges, including:

- diversion of management time and attention from the Company's existing business and other business opportunities;
- delays in closing or the inability to close an acquisition for any reason, including third-party consents or approvals;
- any unanticipated negative impact on the Company of disclosed or undisclosed matters relating to any vessels or operations acquired; and
- assumption of debt or other liabilities of the acquired business, including litigation related to the acquired business.

The success of acquisitions or strategic investments depends on the effective integration of newly acquired businesses or assets into OSG's current operations. Such integration is subject to risks and uncertainties, including realization of anticipated synergies and cost savings, the ability to retain and attract personnel and customers, the diversion of management's attention from other business concerns, risk of non-compliance with internal controls over financial reporting for an acquired company, in accordance with the Sarbanes-Oxley Act and undisclosed or potential legal liabilities of the acquired company or asset. Further, if a portion of the purchase price of a business is attributable to goodwill and if the acquired business does not perform up to expectations at the time of the acquisition some or all of the goodwill may be written off, adversely affecting OSG's earnings.

***The Company derives a substantial portion of its revenue from a limited number of customers, and the loss of, or reduction in business by, any of these customers could materially adversely affect its business, financial condition and results of operations.***

The Company's largest customers account for a significant portion of its revenues. The Company's top three customers comprised approximately 41% of the Company's revenues during 2017. The loss of, or reduction in business by, any of these customers could materially adversely affect the Company's business, financial condition and results of operations.

***Certain potential customers will not use vessels older than a specified age, even if the vessels have been subsequently rebuilt.***

All of the Company's existing ATBs with the exception of the OSG Vision/OSG 350 and the OSG Horizon/OSG 351 were originally constructed more than 25 years ago. While all of these tug-barge units were rebuilt and double-hulled since 1998 and are "in-class," meaning the vessel has been certified by a Classification Society as being built and maintained in accordance with the rules of that Classification Society and complies with the applicable rules and regulations of the vessel's country of registry and applicable international conventions, some potential customers have stated that they will not charter vessels that are more than 20 years old, even if they have been rebuilt. Other customers may not continue to view rebuilt vessels as suitable. With an increase in the supply of newer vessels, customers may become more selective. If more customers differentiate rebuilt vessels, time charter rates for the Company's rebuilt ATBs will likely be adversely affected.

***The Company's significant operating leases could be replaced on less favorable terms or may not be replaced.***

The Company's operating fleet includes ten vessels that have been chartered-in under operating leases. The significant operating leases of the Company in its various businesses expire at various points in the future and may not be replaced at all or on as favorable terms, which could have a material adverse effect on the Company's future financial position, results of operations and cash flow.

***The Company is subject to credit risks with respect to its counterparties on contracts, and any failure by those counterparties to meet their obligations could cause the Company to suffer losses on such contracts, decreasing revenues and earnings.***

The Company has entered into, and in the future will enter into, various contracts, including charter agreements and other agreements associated with the operation of its vessels. The Company charters its vessels to other parties, who pay the company a daily rate of hire. The Company also enters COAs and Voyage Charters. Historically, the Company has not experienced material problems collecting charter hire but the risk increases during economic downturns. Additionally, the Company enters into derivative contracts (interest rate swaps and caps) from time to time. As a result, the Company is subject to credit risks. The ability of each of the Company's counterparties to perform its obligations under a contract with it will depend on a number of factors that are beyond the Company's control and may include, among other things, general economic conditions; availability of debt or equity financing; the condition of the maritime and offshore industries; the overall financial condition of the counterparty including the bankruptcy of the counterparty; charter rates received for specific types of vessels;

and various expenses. Charterers are sensitive to the commodity markets and may be impacted by market forces affecting commodities such as oil. In addition, in depressed market conditions, the Company's charterers and customers may no longer need a vessel that is currently under charter or contract or may be able to obtain a comparable vessel at lower rates. As a result, the Company's customers may fail to pay charter hire or attempt to renegotiate charter rates. If the counterparties fail to meet their obligations, the Company could suffer losses on such contracts which would decrease revenues, cash flows and earnings.

***Operating costs and capital expenses will increase as the Company's vessels age and may also increase due to unanticipated events relating to secondhand vessels and the consolidation of suppliers.***

In general, capital expenditures and other costs necessary for maintaining a vessel in good operating condition increase as the age of the vessel increases. As of December 31, 2017, the average age of the Company's total owned and operated fleet was 10.1 years, which is based on the vessels' year of rebuild, where applicable. Cargo insurance rates are also expected to increase with the age of a vessel. Accordingly, it is likely that the operating costs of OSG's currently operated vessels will increase. In addition, changes in governmental regulations and compliance with Classification Society standards may restrict the type of activities in which the vessels may engage and/or may require OSG to make additional expenditures for new equipment. Every commercial tanker must pass inspection by a Classification Society authorized by the vessel's country of registry. The Classification Society certifies that a tanker is safe and seaworthy in accordance with the applicable rule and regulations of the country of registry of the tanker and the international conventions of which that country is a member. If a Classification Society requires the Company to add equipment, OSG may be required to incur substantial costs or take its vessels out of service. Market conditions may not justify such expenditures or permit OSG to operate its older vessels profitably even if those vessels remain operational. If a vessel in OSG's fleet does not maintain its class and/or fails any survey, then it will be unemployable and unable to trade between ports, which would negatively impact the Company's results of operation.

Furthermore, recent mergers have reduced the number of available suppliers, resulting in fewer alternatives for sourcing key supplies. With respect to certain items, OSG is generally dependent upon the original equipment manufacturer for repair and replacement of the item or its spare parts. Supplier consolidation may result in a shortage of supplies and services, thereby increasing the cost of supplies or potentially inhibiting the ability of suppliers to deliver on time. These cost increases or delays could result in downtime, and delays in the repair and maintenance of the Company's vessels and have a material adverse effect on OSG's business, financial condition, results of operations and cash flows.

***The Company may face unexpected drydock costs for its vessels.***

Vessels must be drydocked periodically for inspection and maintenance, and in the event of accidents or other unforeseen damage. The cost of repairs and renewals required at each drydock are difficult to predict with certainty, can be substantial and the Company's insurance may not cover these costs. Vessels in drydock will generally not generate any income. Large drydocking expenses could adversely affect the Company's results of operations and cash flows. In addition, the time when a vessel is out of service for maintenance is determined by a number of factors including regulatory deadlines, market conditions, shipyard availability and customer requirements. Large drydocking expenses and longer than anticipated off-hire time could adversely affect the Company's business, financial condition, results of operations and cash flows.

***Technological innovation could reduce the Company's charter income and the value of the Company's vessels.***

The charter rates and the value and operational life of a vessel are determined by a number of factors including the vessel's efficiency, operational flexibility and physical life. Efficiency includes speed, fuel economy and the ability to load and discharge cargo quickly. Flexibility includes the ability to enter harbors, utilize related docking facilities and pass through canals and straits. The length of a vessel's physical life is related to its original design and construction, its maintenance and the impact of the stress of operations. Competition from more technologically advanced vessels could adversely affect the amount of charter payments the Company receives for its vessels once their initial charters expire and the resale value of the Company's vessels could significantly decrease. As a result, the Company's business, financial condition, results of operations and cash flows could be adversely affected.

***Interruption or failure of OSG's information technology and communications systems could impair its ability to operate and adversely affect its business.***

OSG is highly dependent on information technology systems. These dependencies include accounting, billing, disbursement, cargo booking and tracking, vessel scheduling and stowage, equipment tracking, customer service, banking, payroll and communication systems. Information technology and communication systems are subject to reliability issues, integration and compatibility concerns, and security-threatening intrusions. OSG may experience failures caused by the occurrence of a natural disaster, computer hacking or viruses or other unanticipated problems at OSG's facilities, aboard its vessels or at third-party



locations. Any failure of OSG's or third-party systems could result in interruptions in service, reductions in its revenue and profits, damage to its reputation or liability for the release of confidential information.

We store, process, maintain, and transmit confidential information through information technology systems. Cybersecurity issues, such as security breaches and computer viruses, affecting our information technology systems or those of our third party vendors, could disrupt our business, result in the unintended disclosure or misuse of confidential or proprietary information, damage our reputation, increase our costs, and cause losses.

We collect, store and transmit sensitive data, including our proprietary business information and that of our clients, and personally identifiable information of our clients and employees, using both our information technology systems and those of third party vendors. The secure storage, processing, maintenance, and transmission of this information is critical to our operations. Our network, or those of our clients or third party vendors, could be vulnerable to unauthorized access, computer viruses, and other security problems. Many companies have increasingly reported breaches in the security of their websites or other systems, some of which have involved sophisticated and targeted attacks intended to obtain unauthorized access to confidential information, destroy data, disrupt or degrade service, sabotage systems or cause other damage.

We may be required to spend significant capital and other resources to protect against the threat of security breaches and computer viruses, or to alleviate problems caused by security breaches or viruses. Security breaches and viruses could expose us to claims, litigation and other possible liabilities. Any inability to prevent security breaches (including the inability of our third party vendors to prevent security breaches) could also cause existing clients to lose confidence in our systems and could adversely affect our reputation, cause losses to us or our clients, damage our brand, and increase our costs.

***We could face significant liability if one or more multiemployer plans in which we participate is reported to have underfunded liabilities and we withdraw from participation in one or more multiemployer pension plans in which we participate.***

The Company is a party to collective-bargaining agreements that requires contributions to three jointly managed (Company and union) multiemployer pension plans covering seagoing personnel of U.S. Flag vessels. Our required contributions to these plans could increase because of a shrinking contribution base as a result of the insolvency or withdrawal of other companies that currently contribute to these plans, the inability or failure of withdrawing companies to pay their withdrawal liability, low interest rates, lower than expected returns on pension fund assets or other funding deficiencies. Certain of these multiemployer plans are currently underfunded. Significantly underfunded pension plans are required to improve their funding ratios within prescribed intervals based on the level of their under-funding. As a result, our required contributions to these plans may increase in the future. In addition, a termination of our voluntary withdrawal from or a mass withdrawal of all contributing employers from an underfunded multiemployer pension plan would require us to make payments to the plan for our proportionate share of such multiemployer pension plan's unfunded vested liabilities. See Note 17, "Pension and Other Post Retirement Benefit Plans," to the Company's consolidated financial statements set forth in Item 8 for additional information. Requirements to pay increased contributions or withdrawal liabilities could have a material adverse impact on our liquidity and results of operations.

***The Company may have difficulty attracting and retaining skilled employees and is dependent on unionized employees.***

OSG's success depends to a significant extent upon the abilities and efforts of its key personnel. The loss of the services of key personnel or the Company's inability to attract, motivate and retain qualified personnel in the future could have a material adverse effect on OSG's business, financial condition and operating results.

As of December 31, 2017, OSG had approximately 1,123 employees, of which 633 employees were covered by collective bargaining agreements with unions. See Item 1, "Business - Employees." OSG could be adversely affected by actions taken by employees of OSG or other companies in related industries (including third parties providing services to OSG) against efforts by management to control labor costs, restrain wage or benefits increases or modify work practices or the failure of OSG or other companies in its industry to successfully negotiate collective bargaining agreements.

***Effective internal controls are necessary for the Company to provide reliable financial reports and effectively prevent fraud.***

The Company maintains a system of internal controls to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The process of designing and implementing effective internal controls is a continuous effort that requires the Company to anticipate and react to changes in its business and the economic and regulatory environments and to expend significant resources to maintain a system of internal controls that is adequate to satisfy its reporting obligations as a public company.

Any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system are met. Any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase the Company's operating costs and harm its business. Furthermore, investors' perceptions that the Company's internal controls are inadequate or that the Company is unable to produce accurate financial statements on a timely basis may harm its stock price.

***Delays or disruptions in implementing new technological and management systems could impair the Company's ability to operate and adversely affect its business.***

The Company is currently in the process of transitioning to a new software system for managing ship operations. In addition, from time to time the Company will implement or upgrade certain other technological resources utilized in running its business. The Company could be adversely affected if the new software system it is implementing for managing ship operations or other new or upgraded technological systems are defective, not installed properly, fail to perform as marketed or are not properly integrated into existing operations. In addition, the implementation of a new system may not result in improvements that outweigh the cost of implementation. System implementation failures could have an adverse effect on the Company's business, financial position, and ability to operate in a complex industry.

***We may be adversely affected by changes in U.S. tax laws.***

The U.S. Congress has recently passed corporate income tax reforms from which the Company has received a benefit. See Note 12, "Taxes," for additional information. The Company is in an overall deferred tax liability position, however it has significant deferred tax assets consisting primarily of federal and state net operating loss carryforwards that are expected to be realized over an extended number of years. Although the reduction in the corporate income tax rate as of January 1, 2018 will reduce the amount of taxes we would pay in the future, a reduction in the corporate income tax rate also results in a decrease in the value of our net operating loss carryforwards. The re-measurement of the net deferred tax liability results in an increase to our net income and total equity during 2017, as discussed further in Note 12, "Taxes". We also currently benefit from the deduction of interest expense on our indebtedness. Any elimination or modification of that deduction would increase our cash taxes payable, reducing our future cash available for operations and dividend payments.

#### **Risks Related to Legal and Regulatory Matters**

***The Company's business would be adversely affected if it failed to comply with the Jones Act's limitations on U.S. coastwise trade, or if these limitations were waived, modified or repealed, or if changes in international trade agreements were to occur.***

Substantially all of the Company's operations are conducted in the U.S. coastwise trade and are governed by U.S. federal laws commonly known as the "Jones Act". The Jones Act restricts waterborne transportation of goods between points in the United States to vessels meeting certain requirements, including ownership and control by "U.S. Citizens" as defined thereunder. The Company is responsible for monitoring the foreign ownership of its common stock and other interests to ensure compliance with the Jones Act. The Company could lose the privilege of owning and operating vessels in the Jones Act trade if non-U.S. Citizens were to own or control, in the aggregate, more than 25% of the equity interests in the Company. Such loss would have a material adverse effect on the Company's business and results of operations. In addition, under certain circumstances failure to comply with the Jones Act may result in the Company being deemed to have violated other U.S. federal laws that prohibit a foreign transfer of U.S. documented vessels without government approval, resulting in severe penalties, including permanent loss of U.S. coastwise trading privileges or forfeiture of the vessels deemed transferred, and fines.

Additionally, maritime transportation services are currently excluded from the General Agreement on Trade in Services ("GATS") and are the subject of reservations by the United States in the North American Free Trade Agreement ("NAFTA") and other international free trade agreements. If maritime transportation services were included in GATS, NAFTA or other international trade agreements, or if the restrictions contained in the Jones Act were otherwise repealed or altered, the transportation of maritime cargo between U.S. ports could be opened to international flag or foreign built vessels. During the past several years, particularly with regard to Puerto Rico after Hurricane Irma, interest groups have lobbied Congress, and legislation has been introduced, to repeal certain provisions of the Jones Act to facilitate international flag competition for trades and cargoes currently reserved for U.S. Flag vessels under the Jones Act. The Company expects that continued efforts will be made to modify or repeal the Jones Act. Because international vessels may have lower construction costs, wage rates and operating costs, this could significantly increase competition in the coastwise trade, which could have a material adverse effect on the Company's business, results of operations, cash flows and financial condition.

***The U.S. government could requisition the Company's vessels during a period of war or emergency, which may negatively impact the Company's business, financial condition, results of operations and available cash.***

The U.S. government could requisition one or more of the Company's vessels for title or hire, typically occurring during a period of war or emergency. Requisition for title or hire occurs when a government takes control of a vessel and becomes the owner or the charterer at dictated charter rates. Two OSG vessels participate in the U.S. Maritime Security Program, which ensures that militarily useful U.S. Flag vessels are available to the U.S. Department of Defense in the event of war or national emergency. Under the program, OSG receives an annual fee, subject in each case to annual Congressional appropriations, in exchange for a guarantee that the ships will be made available to the U.S. government in the time of war or national emergency. The U.S. government requisition of one or more of the Company's vessels may negatively impact the Company's business, financial condition, results of operations and available cash.

***Compliance with complex laws, regulations, and, in particular, environmental laws or regulations may adversely affect OSG's business.***

The Company's operations are affected by extensive and changing international, national and local environmental protection laws, regulations, treaties, conventions and standards. These requirements are designed to reduce the risk of oil spills and water pollution and to regulate air emissions, including emission of greenhouse gases. These requirements impose significant capital and operating costs on OSG, including those related to engine adjustments and ballast water treatment.

Environmental laws and regulations also can affect the resale value or significantly reduce the useful lives of the Company's vessels, require a reduction in carrying capacity, ship modifications or operational changes or restrictions (and related increased operating costs) or retirement of service, lead to decreased availability or higher cost of insurance coverage for environmental matters or result in the denial of access to, or detention in, certain jurisdictional waters or ports. Under local, national and foreign laws, as well as international treaties and conventions, OSG could incur material liabilities, including cleanup obligations, in the event that there is a release of petroleum or other hazardous substances from its vessels or otherwise in connection with its operations. OSG could be subject to personal injury or property damage claims relating to the release of or exposure to hazardous materials associated with its current or historic operations. Violations of or liabilities under environmental requirements also can result in substantial penalties, fines and other sanctions, including in certain instances, seizure or detention of the Company's vessels.

OSG could incur significant costs, including cleanup costs, fines, penalties, third-party claims and natural resource damages, as the result of an oil spill or liabilities under environmental laws. The Company is subject to the oversight of several government agencies, including the U.S. Coast Guard, the Environmental Protection Agency and the Maritime Administration of the U.S. Department of Transportation. OPA 90 affects all vessel owners shipping oil or hazardous material to, from or within the United States. OPA 90 allows for potentially unlimited liability without regard to fault for owners, operators and bareboat charterers of vessels for oil pollution in U.S. waters. Similarly, the International Convention on Civil Liability for Oil Pollution Damage, 1969, as amended, which has been adopted by most countries outside of the United States, imposes liability for oil pollution in international waters. OPA 90 expressly permits individual states to impose their own liability regimes with regard to hazardous materials and oil pollution incidents occurring within their boundaries. Coastal states in the United States have enacted pollution prevention liability and response laws, many providing for unlimited liability.

In order to comply with laws and regulations, shipowners likely will incur substantial additional capital and/or operating expenditures to meet new regulatory requirements, to develop contingency arrangements for potential spills and to obtain insurance coverage. Key regulatory initiatives that are anticipated to require substantial additional capital and/or operating expenditures in the next several years include more stringent limits on the sulfur content of fuel oil for vessels operating in waters not already considered emissions control areas and more stringent requirements for management and treatment of ballast water.

The Company expects to install ballast water treatment systems on its vessels at substantial capital cost and incur increased operating expenses between 2019 and 2023. Although the Company has performed due diligence in choosing the particular systems, there is no assurance that the technologies chosen will perform as expected or be installed without delays.

The Company continues to be in full compliance with the USCG's phase-in schedule for ballast water treatment systems and has received from the USCG for six vessels. The EPA determined in 2013 that it will not issue extensions under the VGP but stated that vessels that meet certain conditions, including having received the USCG extensions, would be a "low enforcement priority". While the six vessels with USCG extensions are not in compliance with the EPA's phase-in schedule, OSG believes that its vessels will meet the conditions for a low enforcement priority." However, no assurance is given that EPA will not

change their position. If the EPA determines to enforce the limits for such vessels, such action could have a material adverse effect on OSG. See Item 1, “Business - Environmental and Security Matters Relating to Bulk Shipping.”

Other government regulation of vessels, particularly in the areas of safety and environmental requirements, can be expected to become stricter in the future and require the Company to incur significant capital expenditures on its vessels to keep them in compliance, or even to scrap or sell certain vessels altogether. Such expenditures could result in financial and operational impacts that may be material to OSG’s financial statements. Additionally, the failure of a shipowner or bareboat charterer to comply with local, domestic and foreign regulations may subject it to increased liability, may invalidate existing insurance or decrease available insurance coverage for the affected vessels and may result in a denial of access to, or detention in, certain ports. If any of our vessels are denied access to, or are detained in, certain ports, reputation, business, financial results and cash flows could be materially adversely affected.

Incidents involving highly publicized oil spills and other mishaps involving vessels can be expected in the tanker industry, and such events could be expected to result in the adoption of even stricter laws and regulations, which could limit the Company’s operations or its ability to do business and which could have a material adverse effect on OSG’s business, financial results and cash flows. In addition, the Company is required by various governmental and quasi-governmental agencies to obtain certain permits, licenses and certificates with respect to its operations. The Company believes its vessels are maintained in good condition in compliance with present regulatory requirements, are operated in compliance with applicable safety and environmental laws and regulations and are insured against usual risks for such amounts as the Company’s management deems appropriate. The vessels’ operating certificates and licenses are renewed periodically during each vessel’s required annual survey. However, government regulation of tankers, particularly in the areas of safety and environmental impact, may change in the future and require the Company to incur significant capital expenditures with respect to its ships to keep them in compliance.

Due to concern over the risk of climate change, a number of countries, including the United States, and international organizations, including the IMO and the European Union, have adopted, or are considering the adoption of, regulatory frameworks to reduce greenhouse gas emissions. These regulatory measures include, among others, adoption of cap and trade regimes, carbon taxes, increased efficiency standards, and incentives or mandates for renewable energy. Such actions could result in significant financial and operational impacts on the Company’s business, including requiring OSG to install new emission controls, acquire allowances or pay taxes related to its greenhouse gas emissions, or administer and manage a greenhouse gas emission program. The Company is calculating and reporting greenhouse gas emissions on voyages to and from EU ports under the EU’s Monitoring, Reporting and Verification (MRV) scheme, and that requirement could be expanded to all vessels worldwide on any voyage under a similar IMO program currently under development. See Item 1, “Business - Environmental and Security Matters Relating to Bulk Shipping.” In addition to the added costs, the concern over climate change and regulatory measures to reduce greenhouse gas emissions may reduce global demand for oil and oil products, which would have an adverse effect on OSG’s business, financial results and cash flows.

***The employment of the Company’s vessels could be adversely affected by an inability to clear the oil majors’ risk assessment process.***

Our industry is heavily regulated. In addition, the major oil companies have developed a strict due diligence process for selecting their shipping partners out of concerns for the environmental impact of spills. This vetting process has evolved into a sophisticated and comprehensive risk assessment of both the vessel manager and the vessel. The Company’s charterers require that the Company’s vessels and the technical managers pass vetting inspections and management audits. The Company’s failure to maintain any of its vessels to these standards could put the Company in breach of the applicable charter agreement and lead to termination of such agreement thereby adversely affecting the revenues of the Company

***The Company may be subject to litigation and government inquiries or investigations that, if not resolved in the Company’s favor and not sufficiently covered by insurance, could have a material adverse effect on it.***

The Company has been and is, from time to time, involved in various litigation matters and is subject to government inquiries and investigations. These matters may include, among other things, contract disputes, personal injury claims, environmental claims or proceedings, asbestos and other toxic tort claims, employment matters, governmental claims for taxes or duties, and other disputes that arise in the ordinary course of the Company’s business. The Company believes it has sufficient insurance coverage for the majority, though not all, of these cases.

Although the Company intends to defend these matters vigorously, it cannot predict with certainty the outcome or effect of any such matter, and the ultimate outcome of these matters or the potential costs to resolve them could involve or result in significant expenditures or losses by the Company, or result in significant changes to OSG’s rules and practices in dealing with

its customers, all of which could have a material adverse effect on the Company's future operating results. Insurance may not be applicable or sufficient in all cases. Because litigation is inherently uncertain, the Company's estimates for contingent liabilities may be insufficient to cover the actual liabilities from such claims, resulting in a material adverse effect on the Company's business, financial condition, results of operations and cash flows. See Item 3, "Legal Proceedings," and Note 21, "Contingencies," to the Company's consolidated financial statements included in Item 8, "Financial Statement and Supplementary Data."

***Maritime claimants could arrest OSG's vessels, which could interrupt cash flows.***

Crew members, suppliers of goods and services to a vessel, shippers of cargo and other parties may be entitled to a maritime lien against that vessel for unsatisfied debts, claims or damages. In many jurisdictions, a maritime lien holder may enforce its lien by arresting a vessel through foreclosure proceedings. The arrest or attachment of one or more of the Company's vessels could interrupt OSG's cash flow and require it to pay a significant amount of money to have the arrest lifted. Claimants could try to assert "sister ship" liability against one vessel in the Company's fleet for claims relating to another vessel in its fleet which, if successful, could have an adverse effect on the Company's business, financial condition, results of operations and cash flows.

***The Company's U.S. federal income tax position in respect of certain credit agreement borrowings used by INSW is not free from doubt.***

The Company has taken the position that certain drawdowns by the Company under the Unsecured Revolving Credit Facility used solely by INSW should not be taken into account in determining amounts includible in OSG's income as deemed dividends under section 951(a)(1)(B) and section 956 of the Internal Revenue Code of 1986, as amended, for taxable years 2013 and earlier. The Company has established a reserve in accordance with Financial Accounting Standards Board Accounting Standards Codification 740. If the IRS were to challenge the Company's position, the Company's total cash exposure could exceed the reserve, which could have a material adverse effect on the Company's financial condition, results of operations and cash flows.

***Transfers or issuances of the Company's equity may impair or reduce the Company's ability to utilize its net operating loss carryforwards and certain other tax attributes in the future.***

Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, contain rules that limit the ability of a company that undergoes an "ownership change" to utilize its net operating loss and tax credit carry forwards and certain built-in losses recognized in years after the ownership change. An "ownership change" is generally defined as any change in ownership of more than 50% of a corporation's stock over a rolling three-year period by stockholders that own (directly or indirectly) 5% or more of the stock of a corporation, or arising from a new issuance of stock by a corporation. If an ownership change occurs, Section 382 imposes an annual limitation on the use of pre-ownership change NOLs, credits and certain other tax attributes to offset taxable income earned after the ownership change. The annual limitation is equal to the product of the applicable long-term tax exempt rate and the value of the company's stock immediately before the ownership change. This annual limitation may be adjusted to reflect any unused annual limitation for prior years and certain recognized built-in gains and losses for the year. In addition, Section 383 generally limits the amount of tax liability in any post-ownership change year that can be reduced by pre-ownership change tax credit carryforwards. If the Company were to undergo an "ownership change," it could have a material adverse effect on the Company's business, financial condition, results of operations and cash flows.

***Risks Related to the Common Stock and Warrants***

***The market price of the Company's securities fluctuates significantly.***

The market price of the Company's securities fluctuates substantially. You may not be able to resell your Class A common stock or Class A warrants at or above the price you paid for such securities due to a number of factors, some of which are beyond the Company's control, including the occurrence of the risks described herein. The falling price of the Company's equity securities may expose the Company to securities class action litigation, which could result in substantial cost and the diversion of management's attention and resources.

***The ability to sell warrants may be limited and the exercise of outstanding warrants may result in substantial dilution to the Company's stockholders.***

The Company's Class A warrants are currently traded as "restricted securities" in the over-the-counter market and in privately negotiated transactions among individual holders pursuant to exemptions from the Securities Act of 1933, as amended.

Transactions are reported as taking place only sporadically. The liquidity of any market that may develop for the Class A warrants, the ability to sell the Class A warrants and the price at which such securities would sell are all uncertain.

The Company has outstanding Class A warrants with an exercise price of \$0.01 per share exercisable into shares of Class A common stock. If exercised, the shares of Class A common stock underlying these warrants would represent approximately 19% of the Company's outstanding Class A common stock. Accordingly, any such exercise may result in substantial dilution to the Company's stockholders.

***The Company's common stock is subject to restrictions on foreign ownership, which could have a negative impact on the transferability of the Company's common stock, its liquidity and market value, and on a change of control of the Company.***

The Company's Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws authorize its Board of Directors to establish certain rules, policies and procedures, including procedures with respect to transfer of shares, to assist in monitoring and maintaining compliance with the Jones Act ownership restrictions. In order to provide a reasonable margin for compliance with the Jones Act at least 77% (the "Minimum Percentage") of the outstanding shares of each class of capital stock of the Company must be owned by U.S. citizens. Moreover, any purported transfer of equity interests in the Company that caused the percentage of outstanding shares of a class of capital stock of the Company to fall below the Minimum Percentage will be rendered ineffective to transfer the equity interests or any voting, dividend or other rights associated with such interests.

The percentage of U.S. citizenship ownership of the Company's outstanding common stock fluctuates based on daily trading, and at times in the past, has declined to the Minimum Percentage. At and during such time that the Minimum Percentage is reached, the Company is unable to issue any further shares of such class of common stock or approve transfers of such class of common stock to non-U.S. citizens. The existence and enforcement of these ownership restrictions could have an adverse impact on the liquidity or market value of the Company's equity securities. Furthermore, under certain circumstances, the ownership restrictions could discourage, delay or prevent a change of control of the Company.

The Company's outstanding warrants are not subject to the above ownership restrictions, but the warrants include provisions limiting the right of non-U.S. citizens to exercise warrants if the shares of common stock that would be issued upon exercise would cause the percentage of the Company's outstanding common stock held by U.S. citizens to decline below the Minimum Percentage.

***OSG is a holding company and depends on the ability of its subsidiaries to distribute funds to it in order to satisfy its financial obligations or pay dividends.***

Overseas Shipholding Group, Inc. is a holding company and its subsidiaries conduct all of its operations and own all of its operating assets. It has no significant assets other than the equity interests in its subsidiaries. As a result, its ability to satisfy its financial obligations or pay dividends is dependent on the ability of its subsidiaries to distribute funds to it. In addition, the terms of the OBS Term Loan and the ABL Facility restrict the ability of OBS and its subsidiaries to distribute funds to Overseas Shipholding Group, Inc.

***Some provisions of Delaware law and the Company's governing documents could influence its ability to effect a change of control.***

Certain provisions of Delaware law and contained in the Company's Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws could have the effect of delaying, deferring or preventing a change of control of the Company. In addition, these provisions could make it more difficult to bring about a change in the composition of the Company's board of directors. For example, the Company's Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws:

- give the sole ability to then-current members of its board of directors to fill a vacancy on the board of directors;
- require the affirmative vote of two-thirds or more of the combined voting power of the outstanding shares of its capital stock in order to amend or repeal certain provisions of its Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws; and
- establish advance notice requirements for nomination for elections to its board of directors or for proposing matters that can be acted upon by stockholders at stockholder meetings.

Separately, the Company has elected to opt out of Section 203 ("Section 203") of the Delaware General Corporation Law (the "DGCL"), which restricts certain business combinations between a Delaware corporation and an "interested stockholder."

Accordingly, the Company will be able to enter into such transactions with its principal stockholders without complying with the requirements of Section 203. The election to opt out of Section 203 could deprive certain stockholders of an opportunity to receive a premium for their common stock as part of a sale of the Company, particularly if it enters into a transaction with an “interested stockholder.”

***Securities analysts may not initiate coverage or continue to cover the Company’s securities, and this may have a negative impact on their market price.***

The trading market for the Company’s securities will depend in part on the research and reports that securities analysts publish about the Company and its business. The Company does not have any control over securities analysts and they may not initiate coverage or continue to cover the Company’s securities. If securities analysts do not cover the Company’s securities, the lack of research coverage may adversely affect their market price. If the Company is covered by securities analysts, and the Company’s securities are the subject of an unfavorable report, the Company’s securities prices would likely decline. If one or more of these analysts ceases to cover the Company or fails to publish regular reports on the Company, the Company could lose visibility in the financial markets, which may cause the price or trading volume of the Company’s securities to decline.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 2. PROPERTIES**

We lease two properties which house offices used in the administration of our operations: a property of approximately 18,300 square feet in Tampa, Florida, and a property of approximately 2,500 square feet in Newark, Delaware. We also lease land of 3.2 acres in Tampa, Florida on which two Company-owned buildings aggregating 15,000 square feet sit.

We do not own or lease any production facilities, plants, mines or similar real properties.

#### **Vessels:**

At December 31, 2017, the Company owned or operated an aggregate of 23 vessels. See tables presented under Item 1, “Business—Fleet Operations.”

#### **ITEM 3. LEGAL PROCEEDINGS**

We are party to lawsuits and claims arising out of the normal course of business. In management's opinion, there are no known pending claims or litigation, the outcome of which would, individually or in the aggregate, have a material effect on our consolidated results of operations, financial position, or cash flows.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.



## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

#### *Market Information, Holders and Dividends*

The Company's Class A common stock was approved for listing on the NYSE MKT on December 1, 2015 and began trading under the symbol "OSG" on December 1, 2015.

On May 27, 2016, pursuant to the Company's Amended and Restated Certificate of Incorporation and the warrant agreement governing the Class B warrants, each Class B common share and Class B warrant automatically converted to a Class A common share and Class A warrant, respectively.

On June 2, 2016, the Board authorized the Company to take action to transfer the listing of its Class A common stock to the New York Stock Exchange from the NYSE MKT (the "Transfer"). In conjunction with the Transfer, the Board approved the Reverse Split Amendment to the Company's Amended and Restated Certificate of Incorporation (the "Reverse Split Amendment"). The Reverse Split Amendment effected a one (1) for six (6) reverse stock split and corresponding reduction of the number of authorized shares of Class A common stock, par value \$0.01 per share. The Reverse Split Amendment became effective on June 13, 2016.

On November 30, 2016 (the "Distribution Date"), OSG completed the separation of its business into two independent publicly-traded companies through the spin-off of INSW. The spin-off transaction was in the form of a pro rata dividend to holders of OSG common stock and warrants of 100% of the common stock of INSW. Effective as of 5:00 p.m., New York time, on the Distribution Date, INSW common stock was distributed, on a pro rata basis, to OSG's stockholders and warrant holders of record as of 5:00 p.m., New York time, on November 18, 2016 (the "Record Date"). On the Distribution Date, each holder of OSG common stock received 0.3333 shares of INSW common stock for every share of OSG common stock held on the Record Date. Each holder of OSG warrants received 0.3333 shares of INSW common stock for every one share of OSG common stock they would have received if they exercised their warrants immediately prior to the Distribution (or 0.063327 INSW shares per warrant). Fractional shares of INSW common stock were not distributed in the spin-off. Holders of OSG common stock and warrants received cash in lieu of fractional shares.

The following table summarizes (i) the quarterly high and low closing sales prices of the Company's Class A common stock (OSG) for the periods indicated, adjusted to reflect the impact of the one (1) for six (6) reverse stock split described above.

	<b>Class A Common Stock (OSG)</b>	
	<b>High</b>	<b>Low</b>
<b>2017</b>	(in dollars)	
First Quarter	5.53	3.86
Second Quarter	3.83	2.37
Third Quarter	3.08	1.99
Fourth Quarter	2.98	2.24
<b>2016</b>	<b>Class A Common Stock (OSG)</b>	
	<b>High</b>	<b>Low</b>
	(in dollars)	
First Quarter <sup>(a)</sup>	16.38	11.28
Second Quarter <sup>(a)</sup>	11.86	10.62
Third Quarter	13.09	10.19
Fourth Quarter	10.70	2.92

(a) Stock prices prior to June 13, 2016 were adjusted for the one (1) for six (6) reverse stock split.

On January 31, 2018, there were 283 stockholders of record of the Company's Class A common stock.

On February 29, 2016, the Board of Directors declared a cash dividend of \$0.08 per share of common stock payable prior to the end of March 2016. The declaration and timing of future cash dividends, if any, will be at the discretion of the Board of Directors and will depend upon, among other things, our future operations and earnings, capital requirements, general financial condition, contractual restrictions, restrictions imposed by applicable law or the SEC and such other factors as our Board of Directors may deem relevant. In addition, the Company's ability to pay cash dividends in the future may be limited by certain of the Company's loan agreements.

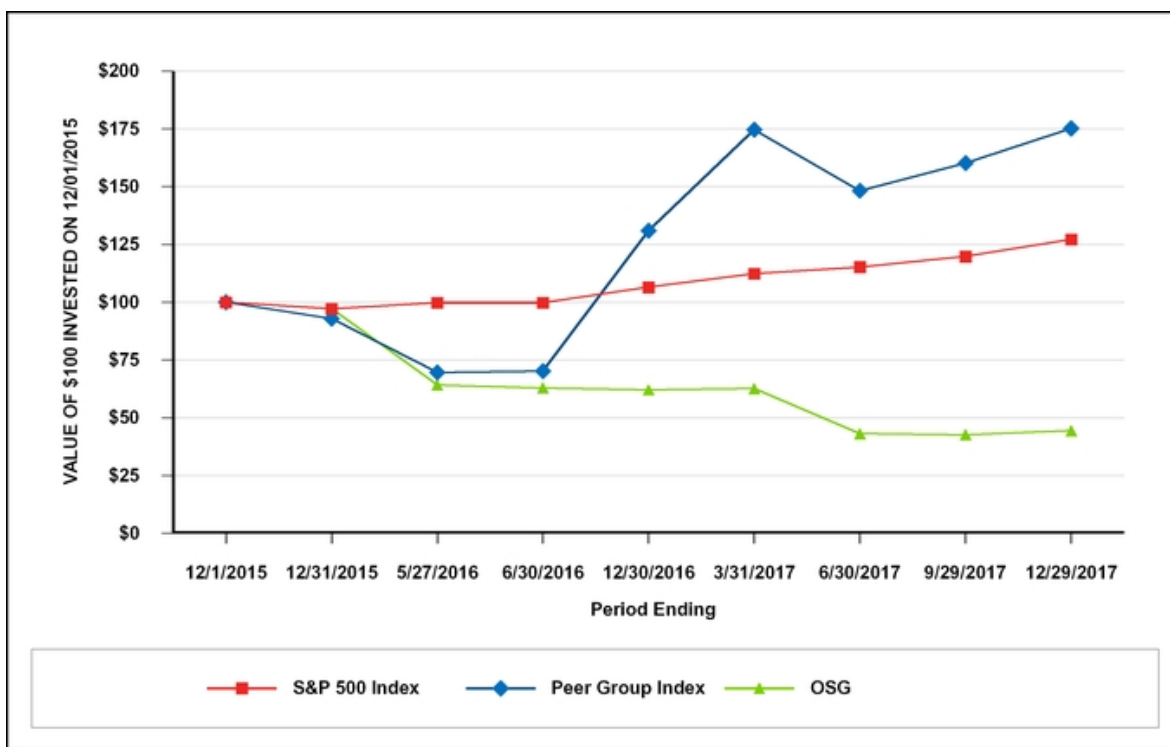
As required by the Equity Plan, the Company's Certificate of Incorporation and the Class B Warrant Agreement, the Company distributed 10%, or \$1,423, of the Net Litigation Recovery amount to the Class B stockholders and warrant holders in May 2016. Approximately \$86 of the aforementioned \$1,423, which represents the proportional share of the Net Litigation Recovery payable to the Company's Class B warrant holders, was recognized as a charge to reorganization items, net in the second quarter of 2016. The balance of \$1,337 was distributed in the form of a special dividend to Class B stockholders.

See Note 9, "Debt," of the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data," for a description of restrictions on the ability of OSG, as Parent Company, to receive dividends from its subsidiaries. In addition, section 170(a) of the Delaware General Corporation Law ("DGCL") only permits dividends to be declared out of two legally available sources: (1) out of surplus, or (2) if there is no surplus, out of net profits for the year in which the dividend is declared or the preceding year (so-called "nimble dividends"). However, dividends may not be declared out of net profits if "the capital of the corporation, computed in accordance with sections 154 and 244 of the DGCL, shall have been diminished by depreciation in the value of its property, or by losses, or otherwise, to an amount less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets.

### Stockholder Return Performance Presentation

Set forth below is a line graph for the period between December 1, 2015 and December 31, 2017 comparing the percentage change in the cumulative total stockholder return on the Company’s Class A common stock against the cumulative return of (i) the published Standard and Poor’s 500 index and (ii) a peer group index consisting of Blueknight Energy Partners, L.P. (BKEP), Eagle Bulk Shipping Inc. (EGLE), Genco Shipping & Trading Limited (GNK), Gener8 Maritime Inc. (GNRT), International Seaways, Inc. (INSW), Martin Midstream Partners L.P. (MMLP), Matson, Inc. (MATX), and SemGroup Corporation (SEMG), referred to as the Peer Group index. These companies are all part of the peer group selected for compensation purposes and this group is more closely aligned with the business of the Company following the spin-off of the international division. The Company believes that this peer group index is relevant for comparative purposes.

STOCK PERFORMANCE GRAPH  
COMPARISON OF CUMULATIVE TOTAL RETURN\*  
THE COMPANY, S&P 500 INDEX, PEER GROUP INDEX



\*Assumes that the value of the investment in the Company’s Class A common stock and each index was \$100 on December 1, 2015 and that all dividends were reinvested. Historical stock price data prior to June 13, 2016 were adjusted for the one (1) for six (6) reverse stock split.

### Equity Compensation Plan Information

See Item 12, “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters,” for further information on the number of shares of the Company’s Class A common stock that may be issued under the Management Incentive Compensation Plan and the Non-Employee Director Incentive Compensation Plan.

### Purchase of Equity Securities

See Note 14, “Capital Stock and Stock Compensation,” to the Company’s consolidated financial statements set forth in Item 8, “Financial Statements and Supplementary Data,” for a description of Class A and Class B warrants exercised in exchange for Class A and Class B common stock, which is incorporated by reference in this Part I, Item 5.

During the year ended December 31, 2017, in connection with the vesting of restricted stock units in March, November and December, the Company repurchased the following number of shares of Class A common stock from certain members of management to cover withholding taxes:

Period	Total Number Shares of Class A Purchased	Average Price Paid per Share of Class A
March 1, 2017 through March 31, 2017	211,132	\$ 4.86
November 1, 2017 through November 30, 2017	18,824	\$ 2.81
December 1, 2017 through December 31, 2017	16,505	\$ 2.63
	246,461	\$ 4.55

On October 21, 2015, the Board approved a resolution authorizing the Company to repurchase up to \$200,000 worth of shares of the Company's Class A and Class B common stock and warrants from time to time over the next 24 months, on the open market or otherwise, in such quantities, at such prices, in such manner and on such terms and conditions as management determines is in the best interests of the Company ("Share Repurchase Program"). Shares owned by employees and directors of the Company are not eligible for repurchase under this program. The Share Repurchase Program expired in October 2017 and was not extended. There were no purchases made by the Company pursuant to the authorized buyback program during the year ended December 31, 2017.

#### ITEM 6. SELECTED FINANCIAL DATA

As discussed in Note 1, "Basis of Presentation and Description of Business," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data," on November 30, 2016 (the "Distribution Date"), OSG completed the separation of its business into two independent publicly-traded companies through the spin-off of its then wholly-owned subsidiary International Seaways, Inc. ("INSW"). The spin-off separated OSG and INSW into two distinct businesses with separate management. OSG retained the U.S. Flag business and relocated its headquarters to Tampa, Florida. The spin-off transaction was in the form of a pro rata distribution of INSW's common stock to our stockholders and warrant holders of record as of the close of business on November 18, 2016 (the "Record Date"). On the Distribution Date, each holder of OSG common stock received 0.3333 shares of INSW's common stock for every share of OSG common stock held on the Record Date. Each holder of OSG warrants received 0.3333 shares of INSW's common stock for every one share of OSG common stock they would have received if they exercised their warrants immediately prior to the Distribution (or 0.063327 INSW shares per warrant).

The selected financial data as of and for the five years ended December 31, 2017, presented below, is derived from our consolidated financial statements and presented in accordance with Accounting Standards Update ("ASU") 2014-08, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, and therefore, has been adjusted to reflect the spin-off of INSW on November 30, 2016 and the related classification of INSW's assets, liabilities, results of operations and cash flows as discontinued operations. This selected financial data is not necessarily indicative of results of future operations and should be read in conjunction with Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations. Also, see Note 5, "Discontinued Operations," to the Company's consolidated financial statements set forth in Item 8 for additional information.

In thousands, except per share amounts and as otherwise stated

	Years Ended December 31,				
	2017	2016	2015	2014	2013
Shipping revenues	\$ 390,426	\$ 462,420	\$ 466,872	\$ 440,417	\$ 430,636
Income/(loss) from vessel operations	34,076	(35,182)	80,406	66,649	63,811
(Loss)/income before reorganization items and income taxes	(1,459)	(77,082)	(12,415)	(105,633)	68,065
Reorganization items, net	(190)	10,925	(8,052)	(153,125)	(70,264)
Loss from continuing operations before income taxes	(1,649)	(66,157)	(20,467)	(258,758)	(2,198)
Income/(loss) from continuing operations	55,978	(1,059)	80,565	(143,206)	16,764
Depreciation and amortization	58,673	89,563	76,851	67,547	67,601
Net cash provided by/(used in) operating activities	43,619	328,860	276,333	(411,482)	40,201
Cash and cash equivalents	165,994	191,089	193,978	210,986	427,984
Restricted cash - current	58	7,272	10,583	53,085	—
Restricted cash - non-current	217	8,572	—	—	—
Total vessels, deferred drydock and other property at net book amount	656,423	715,640	902,613	929,767	952,857
Total assets of continuing operations <sup>(a)</sup>	931,887	1,030,497	1,200,498	1,351,255	1,502,401
Debt of continuing operations <sup>(a) (b)</sup>	448,936	525,082	691,041	1,022,570	1,778,694
Deferred income taxes and reserve for uncertain tax positions <sup>(c)</sup>	86,876	144,586	210,715	312,485	625,698
Total equity/(deficit)	313,238	254,332	1,580,488	1,286,087	(60,247)
<b>Per share amounts:</b>					
Basic and Diluted net income/(loss) - Class A from continuing operations	0.64	(0.01)	0.83	(2.48)	—
Basic and Diluted net income/(loss) - Class B and common stock from continuing operations	—	(0.11)	0.83	(2.48)	0.55
Equity per diluted share	3.56	3.62	16.33	13.27	(1.96)
Cash dividends paid - Class A	—	0.48	—	—	—
Cash dividends paid - Class B	—	1.56	—	—	—
<b>Weighted average shares outstanding (in thousands) for:</b>					
<b>Basic earnings per share</b>					
Class A <sup>(d)</sup>	87,835	90,950	95,585	39,014	—
Class B <sup>(d)</sup>	—	534	1,320	18,676	—
Common Stock <sup>(d)</sup>	—	—	—	—	30,483
<b>Diluted earnings per share</b>					
Class A <sup>(d)</sup>	88,083	90,950	95,629	39,014	—
Class B <sup>(d)</sup>	—	534	1,320	18,676	—
Common Stock <sup>(d)</sup>	—	—	—	—	30,483
<b>Other data:</b>					
Time charter equivalent revenues <sup>(e)</sup>	361,036	446,160	449,058	414,373	400,876
EBITDA <sup>(f)</sup>	94,425	66,557	126,749	(14,977)	65,403
Adjusted EBITDA <sup>(f)</sup>	\$ 111,068	\$ 176,225	\$ 168,116	\$ 139,731	\$ 136,915

(a) Total assets and debt for the years ended December 31, 2015 and 2014, each reflect a reduction in amounts previously reported of \$21,676 and \$21,935, respectively, relating to the retrospective adoption of ASU 2015-03 which required the reclassification of unamortized deferred financing costs from other assets to debt.

- (b) For the year ended December 31, 2013, both debt and the related unamortized deferred financing costs were components of liabilities subject to compromise in the consolidated balance sheet. Therefore, the adoption of ASU 2015-03 had no impact for such years. Debt shown in the table above for the year ended December 31, 2013 is net of unamortized deferred financing costs related to unsecured senior notes of \$5,914.
- (c) As discussed in Note 12, "Taxes," Company has recognized a one-time non-cash tax benefit of approximately \$54,300 in the fourth quarter. This tax benefit is based on the Company's assessment of the impact of the Tax Cuts and Jobs Act, which reduced the federal corporate income tax rate from 35.0% to 21.0%.
- (d) The Company's Class B common stock was approved for listing on the NYSE on October 9, 2014 and the Company's Class A common stock was approved for listing on the NYSE on December 1, 2015.
- (e) Reconciliations of time charter equivalent revenues to shipping revenues as reflected in the consolidated statements of operations follow:

	Years Ended December 31,				
	2017	2016	2015	2014	2013
Time charter equivalent revenues	\$ 361,036	\$ 446,160	\$ 449,058	\$ 414,373	\$ 400,876
Add: Voyage expenses	29,390	16,260	17,814	26,044	29,760
Shipping revenues	<u>\$ 390,426</u>	<u>\$ 462,420</u>	<u>\$ 466,872</u>	<u>\$ 440,417</u>	<u>\$ 430,636</u>

Consistent with general practice in the shipping industry, the Company uses time charter equivalent revenues, which represents shipping revenues less voyage expenses, as a measure to compare revenue generated from a voyage charter to revenue generated from a time charter. Time charter equivalent revenues, a non-GAAP measure, provides additional meaningful information in conjunction with shipping revenues, the most directly comparable GAAP measure, because it assists Company management in decisions regarding the deployment and use of its vessels and in evaluating their financial performance.

(f) EBITDA represents net income/(loss) from continuing operations before interest expense, income taxes and depreciation and amortization expense. Adjusted EBITDA consists of EBITDA adjusted for the impact of certain items that we do not consider indicative of our ongoing operating performance. EBITDA and Adjusted EBITDA are presented to provide investors with meaningful additional information that management uses to monitor ongoing operating results and evaluate trends over comparative periods. EBITDA and Adjusted EBITDA do not represent, and should not be considered a substitute for, net income/(loss) or cash flows from operations determined in accordance with GAAP. EBITDA and Adjusted EBITDA have limitations as analytical tools, and should not be considered in isolation, or as a substitute for analysis of our results reported under GAAP. Some of the limitations are:

- a. EBITDA and Adjusted EBITDA do not reflect our cash expenditures, or future requirements for capital expenditures or contractual commitments;
- b. EBITDA and Adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital needs; and
- c. EBITDA and Adjusted EBITDA do not reflect the significant interest expense, or the cash requirements necessary to service interest or principal payments, on our debt.

While EBITDA and Adjusted EBITDA are frequently used by companies as a measure of operating results and performance, neither of those items as prepared by the Company is necessarily comparable to other similarly titled captions of other companies due to differences in methods of calculation.

The following table reconciles net income/(loss) from continuing operations, as reflected in the consolidated statements of operations, to EBITDA and Adjusted EBITDA:

	<b>Years Ended December 31,</b>				
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Income/(loss) from continuing operations	\$ 55,978	\$ (1,059)	\$ 80,565	\$ (143,206)	\$ 16,764
Income tax benefit from continuing operations	(57,627)	(65,098)	(101,032)	(115,552)	(18,962)
Interest expense	37,401	43,151	70,365	176,234	—
Depreciation and amortization	58,673	89,563	76,851	67,547	67,601
EBITDA	94,425	66,557	126,749	(14,977)	65,403
Severance costs	16	12,996	—	2,161	2,417
Loss/(gain) on disposal of vessels and other property, including impairments	13,200	104,532	207	(578)	(1,168)
Loss on repurchases and extinguishment of debt	3,237	2,988	26,516	—	—
Other costs associated with repurchase of debt	—	77	3,099	—	—
Write-off of registration statement costs	—	—	3,493	—	—
Reorganization items, net	190	(10,925)	8,052	153,125	70,263
Adjusted EBITDA	<u>\$ 111,068</u>	<u>\$ 176,225</u>	<u>\$ 168,116</u>	<u>\$ 139,731</u>	<u>\$ 136,915</u>

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Some of the statements in this item are "forward-looking statements." For a discussion of those statements and of other factors to consider see the "Forward-Looking Statements" section above.

The following is a discussion and analysis of (i) industry operations that have an impact on the Company's financial position and results of operations, (ii) the Company's financial condition at December 31, 2017 and 2016 and its results of operations comparing the years ended December 31, 2017 and 2016 and the years ended December 31, 2016 and 2015, and (iii) critical accounting policies used in the preparation of the Company's consolidated financial statements. All dollar amounts are presented in thousands, except daily dollar amounts and per share amounts.

### GENERAL

We are a leading provider of energy transportation services, delivering crude oil and petroleum products. We own and operate a combined fleet of 23 vessels registered in the United States. Our well maintained fleet and commitment to high quality, incident-free service positions us as a preferred service provider of major oil companies and refiners.

Incorporated in 1969, OSG has operated through multiple shipping cycles, making adjustments to our business as needed to compete and succeed. We provide safe, efficient and reliable transportation to customers and strive to ensure the highest standards of safety and environmental compliance throughout our organization.

Our business operates as a single reportable segment. We believe that this is appropriate as our chief operating decision maker and our management team make decisions about resource allocations and review and measure our results as one line of business with similar regulatory requirements, customers and commodities transported. Our fleet includes tankers and ATBs, of which 21 operate under the Jones Act and two operate internationally and participate in the MSP. We own nine ATBs, which consist of seven vessels that transport primarily petroleum products and two that perform lightering operations in the Delaware Bay. We operate fourteen tankers, ten that have been chartered-in under operating leases and four that we own, including the two that participate in the MSP. Revenues are derived predominantly from time charter agreements, which provide a more predictable level of revenues. We derived approximately 32% of our total shipping revenues, 34% of our total TCE revenues, in the spot market for 2017.

### OPERATIONS AND OIL TANKER MARKETS

The Company's revenues are highly sensitive to patterns of supply and demand for vessels of the size and design configurations owned and operated by the Company and the trades in which those vessels operate. Rates for the transportation of crude oil and refined petroleum products are determined by market forces such as the supply and demand for oil. The demand for oil shipments is significantly affected by the state of the global economy, level of OPEC exports and oil production in the United States. The number of vessels is affected by newbuilding deliveries and by the removal of existing vessels from service, principally because of storage, scrappings or conversions. The Company's revenues are also affected by the mix of charters between spot (Voyage Charter) and long-term (Time or Bareboat Charter). Because shipping revenues and voyage expenses are significantly affected by the mix between voyage charters and time charters, the Company manages its vessels based on TCE revenues. Management makes economic decisions based on anticipated TCE rates and evaluates financial performance based on TCE rates achieved.

Estimated TCE rates for prompt Jones Act Product Carriers and large ATBs decreased during the year ended December 31, 2017 from 2016 for each class of vessel. The decrease in 2017 compared with 2016 can be attributed to an increase in both the number and spot availability of Jones Act vessels, as compared to, prior periods and continued weak demand for coastwise transportation of crude oil. Price differentials favoring imports of foreign crude oil at northeastern refineries and a significant increase in the volumes of crude oil exports emanating from the Gulf of Mexico have contributed significantly to the shift in demand dynamics for domestic crude oil transportation. Notwithstanding the recovery of both price and production volumes of US crude oil from lows seen in 2016, a corresponding recovery in demand for crude oil transportation within the Jones Act trades has yet to materialize. These factors have led to the redeployment of a number of Jones Act vessels out of the crude trades into clean product trades and placing significant downward pressure on TCE rates.

As of December 31, 2017, the industry's entire Jones Act fleet of Product Carriers and large ATBs (defined as vessels having carrying capacities of between 140,000 barrels and 350,000 barrels, which excludes numerous tank barges below 140,000-barrel capacity and 11 much larger tankers dedicated exclusively to the Alaskan crude oil trade) consisted of 96 vessels, compared with 90 vessels as of December 31, 2016. There were five Product Tankers and two large ATB deliveries and one



large ATB scrapped during 2017. In addition to the 96 vessels mentioned above, one late-1970s-built crude oil tanker previously deployed in the Alaskan trade is currently operating in the lower-48 coastwise trade.

The industry's firm Jones Act orderbook as of December 31, 2017, with deliveries scheduled through the third quarter of 2018 consisted of two large ATBs. The Company does not have any Jones Act vessels on order.

Delaware Bay lightering volumes averaged 160,000 b/d in 2017 compared with 172,000 b/d in 2016. The decrease primarily resulted from customers increasing lightering offshore.

## RESULTS FROM VESSEL OPERATIONS

During the year ended December 31, 2017, shipping revenues decreased by \$71,994 or 15.6% compared to 2016. The decrease primarily resulted from weakening market conditions and reduced charter rates.

Reconciliations of time charter equivalent ("TCE") revenues, a non-GAAP measure, to shipping revenues as reported in the consolidated statements of operations follows:

	Years Ended December 31,		
	2017	2016	2015
Time charter equivalent revenues	\$ 361,036	\$ 446,160	\$ 449,058
Add: Voyage expenses	29,390	16,260	17,814
Shipping revenues	\$ 390,426	\$ 462,420	\$ 466,872

The following table provides a breakdown of TCE rates achieved for the years ended December 31, 2017, 2016 and 2015 between spot and fixed earnings and the related revenue days.

	2017		2016		2015	
	Spot Earnings	Fixed Earnings	Spot Earnings	Fixed Earnings	Spot Earnings	Fixed Earnings
Jones Act Handysize Product Carriers:						
Average rate	\$ 27,179	\$ 63,604	\$ 27,989	\$ 64,919	\$ —	\$ 64,350
Revenue days	896	3,411	208	4,103	—	4,260
Non-Jones Act Handysize Product Carriers:						
Average rate	\$ 31,174	\$ 14,031	\$ 31,422	\$ 16,141	\$ 29,453	\$ 15,958
Revenue days	566	159	544	186	535	164
ATBs:						
Average rate	\$ 11,111	\$ 26,863	\$ 26,473	\$ 35,269	\$ —	\$ 38,605
Revenue days	979	1,637	83	2,802	—	2,700
Lightering:						
Average rate	\$ 61,648	\$ —	\$ 72,271	\$ —	\$ 79,209	\$ —
Revenue days	730	—	732	—	652	—

During 2017, TCE revenues decreased by \$85,124, or 19%, to \$361,036 from \$446,160 in 2016. A weakening Jones Act crude oil transportation market during the current year resulted in a decline in average daily rates earned by the Company's Jones Act ATBs and Jones Act Product Carriers, as well as increased spot market exposure, which accounted for a \$67,458 decrease in revenue. Also contributing to the decrease was a 278-day decrease in Jones Act ATB, Jones Act Product Carrier and Non-Jones Act Product Carrier revenue days, which accounted for a \$9,810 decrease in TCE revenue and a \$7,899 decrease in Delaware Bay lightering revenue. The decrease in revenue days was principally attributable to increase in drydock and repair days in the current year, the layup of one ATB during the second quarter of 2017 as well as the disposal of one ATB during the fourth quarter of 2017. The decrease in revenue earned by the Delaware Bay lightering vessels was primarily due to a decrease in Delaware Bay lightering volumes in 2017 compared to 2016.

Vessel expenses decreased by \$4,705 to \$135,991 in 2017 from \$140,696 in 2016, primarily due to an decrease in average daily vessel expenses of \$419 per day, which resulted principally from increased subsidy during 2017 for the two vessels participating in the MSP program as well as reductions in repair costs during 2017. Depreciation expense decreased by \$30,890 to \$58,673 in 2017 from \$89,563 in 2016 primarily as a result of the disposal of one ATB during 2017.

During 2016, TCE revenues decreased by \$2,898, or 1%, to \$446,160 from \$449,058 in 2015. A weakening Jones Act crude oil transportation market during 2016 resulted in a decline in average daily rates earned by the Company's Jones Act ATBs and Jones Act Product Carriers, as well as increased spot market exposure, which accounted for a \$16,204 decrease in revenue. The spot rates in the above table for Jones Act Product Carriers reflect idle days awaiting cargoes for one of the vessels that redelivered from a long-term charter in mid-June 2016. Offsetting this decrease to a large degree was (i) a 266-day increase in Jones Act ATB, Jones Act Product Carrier and Non-Jones Act Product Carrier revenue days, which accounted for a \$11,175 increase in TCE revenue, (ii) a \$1,219 increase in Delaware Bay lightering revenue, and (iii) increased average daily rates for the Company's Non-Jones Act Product Carriers which accounted for a \$911 increase in revenue. The increase in revenue days was principally attributable to a reduction in drydock and repair days in 2017. The increase in revenue earned by the Delaware Bay lightering vessels was primarily due to an increase in Delaware Bay lightering volumes and an 81-day decrease in drydock and repair days in the current year, partially offset by certain coastwise voyage opportunities that were available in the first half of 2015, but not in 2016.

Vessel expenses increased by \$2,517 to \$140,696 in 2016 from \$138,179 in 2015, primarily due to an increase in average daily vessel expenses of \$249 per day, which resulted principally from higher crew costs. Depreciation expense increased by \$12,826 to \$89,257 in 2016 from \$76,431 in 2015 primarily as a result of the shortening of the useful lives of six of the Company's Jones Act ATBs effective October 1, 2015 and a further shortening of the useful lives of seven of the Jones Act ATBs effective October 1, 2016.

Two reflagged U.S. Flag Product Carriers participate in the U.S. Maritime Security Program, which ensures that privately-owned, military-useful U.S. Flag vessels are available to the U.S. Department of Defense in the event of war or national emergency. Each of the vessel-owning companies receives an annual subsidy, subject in each case to annual congressional appropriations, which is intended to offset the increased cost incurred by such vessels from operating under the U.S. Flag. Such subsidy was \$5,400 on one vessel and \$4,500 on one vessel in 2017, \$3,500 on one vessel and \$2,700 on one vessel in 2016 and \$3,200 for each vessel in 2015.

Under the terms of the program, the Company expects to receive up to \$5,000 annually for each vessel from 2018 through 2020, and up to \$5,200 for each vessel beginning in 2021. The Company does not receive the subsidy with respect to any days for which one or both of the vessels operate under a time charter to a U.S. government agency, which was the case for one vessel during 2017.

#### ***General and Administrative Expenses***

During 2017, general and administrative expenses decreased by \$14,115 to \$27,493 from \$41,608 in 2016. This decrease reflects: (i) a net decrease in legal, accounting and consulting fees aggregating \$9,895 primarily due to cost reductions during the current year; (ii) lower compensation and benefit costs of \$1,994 primarily due to a decrease in headcount, incentive compensation and salary related expenses; and (iii) the remaining decrease is due to cost reductions for overhead costs during the current year including lower office rent and related expenses as well as insurance.

During 2016, general and administrative expenses decreased by \$19,932 to \$41,608 from \$61,540 in 2015. This decrease reflects: (i) lower compensation and benefit costs of \$5,501 primarily due to a decrease in incentive compensation; and (ii) a net decrease in legal, accounting and consulting fees aggregating \$16,198, as the prior period reflected higher costs incurred in the period subsequent to the Company's emergence from bankruptcy.

#### **INTEREST EXPENSE**

The components of interest expense are as follows:

	<b>Years Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
Interest before impact of interest rate caps	\$ 35,978	\$ 42,812	\$ 70,364
Impact of interest rate caps	1,423	339	1
Interest expense	<u>\$ 37,401</u>	<u>\$ 43,151</u>	<u>\$ 70,365</u>

Interest expense, including administrative and other fees, was \$37,401 for 2017 compared with \$43,151 in 2016. The decrease in interest expense from the prior year reflects the impact of repurchases of the Company's Unsecured Senior Notes during 2017 of \$55,202. Refer to Note 9, "Debt," in the accompanying consolidated financial statements for additional information.

Interest expense, including administrative and other fees was \$43,151 for 2016 compared with \$70,365 in 2015. The decrease in interest expense associated with the Company's Exit Financing Facilities and Unsecured Senior Notes from the prior year reflects the impact of the Company's repurchases and prepayments of \$137,295 in aggregate principal amount of its OBS Term Loan in 2016 and the repurchase of \$363,690 in aggregate principal amount of its outstanding Unsecured Senior Notes between the third quarter of 2015 and September 2016. Interest expense in 2015 comprised primarily of \$32,669 associated with the Company's reinstated Unsecured Senior Notes and \$37,666 relating to the Exit Financing Facility.

#### **INCOME TAX BENEFIT**

The effective tax rates for the years ended December 31, 2017, 2016 and 2015 were 3,492.9%, 98.4% and 493.7%, respectively. The Company's effective tax rates are affected by recurring items, such as permanent differences related to the US tonnage tax regime (see Taxation of the Company) and discrete items such as stock compensation vesting or exercises, and other insignificant items. Our effective tax rate has varied year over year primarily due to fluctuations in our pre-tax book income (loss) as well as estimates of our ability to realize certain tax assets, changes in tax law, and recognition of deferred tax liabilities associated with our investment in INSW.

On December 22, 2017, Congress passed the Tax Cuts and Jobs Act ("TCJA"). For the year ended December 31, 2017, the TCJA caused our effective tax rate to increase compared with the year ended December 31, 2016, primarily as a result of the benefit received from the remeasurement of the net deferred tax liability to the newly enacted statutory rate of 21.0% effective January 1, 2018 relative to the small amount of pre-tax book loss for 2017.

The increase in tax rate from 2017 as compared to 2016 is primarily due to the impact of the remeasurement of the net deferred tax liability to the newly enacted statutory rate of 21%, and to a lesser degree to the decrease in the book loss, the decrease in our effective tax rate in 2016 as compared to 2015 is primarily due to the reversal of reserves for unremitted foreign earnings.

As of December 31, 2016, as a result of the spin-off of INSW, the Company reversed its deferred tax liability in the amount of \$48,856 recognized on the basis difference in its investment in INSW, as the spin-off resulted in a non-deductible taxable loss on the Company's investment in INSW.

In January 2015, the Company requested that the IRS review under its Pre-Filing Agreement Program the deductibility of certain payments made by OSG in 2014, in the aggregate amount of \$477,835, in its capacity as guarantor of the obligations of subsidiaries of INSW under certain loan agreements. On September 4, 2015, the Company received an executed closing agreement from the IRS, which allowed a deduction of \$424,523.

As of December 31, 2017, the Company had U.S. federal net operating loss carryforwards of approximately \$281,942, which are available to reduce future taxes, if any. The existing federal net operating loss carryforwards begin to expire in 2034. The amount of net operating loss carryforwards reflected in this paragraph are presented on a tax return basis and differ from the amounts reflected in the balance sheet, which are reflected net of unrecognized tax benefits.

The Company is currently undergoing an examination by the IRS of its 2012 through 2015 tax returns.

## DISCONTINUED OPERATIONS

On November 30, 2016, we completed the spinoff of INSW, which previously made up our International Crude Tankers and International Product Carriers reportable segments. The results of INSW have been classified as discontinued operations. See Note 5, "Discontinued Operations," to the Company's consolidated financial statements set forth in Item 8 for additional information.

### *Results from Vessel Operations*

The following is a discussion of the results from vessel operations of the INSW discontinued operations for the eleven months ended November 30, 2016, and for the year ended December 31, 2015.

During the eleven months ended November 30, 2016, results from vessel operations of discontinued operations decreased by \$499,804 to a loss of \$298,911 from income of \$200,893 in the year ended December 31, 2015. This decrease reflects the impact of net held-for-sale basis and held-for-use basis impairments of \$332,562 and \$49,640, respectively, declining TCE revenues, and the incurrence of spin-off related costs in 2016. Such impacts were partially offset by a decrease in vessel expenses, depreciation and amortization, and charter hire in the 2016 period.

TCE revenues decreased in 2016 by \$121,889, or 26%, to \$353,901 from \$475,790 in 2015. The decrease was principally as a result of a weakening in rates throughout the International Flag sectors, most significantly in the MR, VLCC, Aframax and LR2 fleets. Further contributing to the decrease was a 1,226-day decrease in revenue days, primarily as a result of (i) the 2016 period only including 11 months and (ii) a decrease in MR revenue days, as a result of the sale of a 1998-built MR in July 2015 and the redelivery of an MR to its owners at the expiry of its time charter in March 2015. The negative factors were partially offset by 477 fewer drydock and repair days in the 2016 period and an increase in revenue from the Company's ULCC being taken out of lay-up in the first quarter of 2015.

The decreases in vessel expenses, depreciation and amortization and charter hire during the 2016 period are principally as a result of factors impacting revenue days described above.

### *Impact of Spin off*

As discussed in Note 5, "Discontinued Operations," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data," the accounting for the distribution of nonmonetary assets to owners of an entity in a spinoff should be based on the recorded amount (after reduction, if appropriate, for an indicated impairment of value). The nonmonetary distribution of the assets of INSW constituted the disposal of a business. Accordingly, OSG's distribution of the shares of INSW to its stockholders on November 30, 2016 was recorded based on the carrying value of the INSW disposal group, after reduction for \$332,562 in net impairment charges recognized for the excess of the carrying value of the INSW disposal group over its fair value, calculated on a held for sale basis. Such impairment charges are included in the results from discontinued operations for the year ended December 31, 2016. Refer to Critical Accounting Policies - *Vessel and Investment in Joint Venture Impairments – Held for Sale Basis (Disposal Group)* below for additional information on management's judgments and estimates in determining the impairment charge for the INSW disposal group.

## LIQUIDITY AND SOURCES OF CAPITAL

Our business is capital intensive. Our ability to successfully implement our strategy is dependent on the continued availability of capital on attractive terms. In addition, our ability to successfully operate our business to meet near-term and long-term debt repayment obligations is dependent on maintaining sufficient liquidity.

### *Liquidity*

Working capital from continuing operations at December 31, 2017 was approximately \$147,000 compared with \$181,000 at December 31, 2016. In addition, the Company's total cash (including restricted cash) decreased by \$40,664. The decrease in working capital and cash is primarily related to the cash the Company deposited in the amount of \$27,491 with The Bank of New York Mellon Trust Company, N.A., as trustee, to pay the principal of \$26,417 plus accrued and unpaid interest of \$514 on all of the outstanding 8.125% Notes on their stated maturity. As a result, the Company's obligations under the indenture and the remaining 8.125% Notes were satisfied and the indenture was cancelled and discharged. Also, the decrease in working capital is due to the reclassification of \$28,165 of long-term debt to short-term. The decrease in working capital was offset by increases to working capital as a result of a reduction in accounts payable, accrued expenses and other current liabilities related to

payments made during the year ended December 31, 2017 primarily related to the SEC settlement and the payout of the 2016 annual incentive plan.

As of December 31, 2017, we had total liquidity on a consolidated basis of \$241,269, comprised of \$166,269 of cash (including \$275 of restricted cash) and \$75,000 of undrawn revolver capacity. We manage our cash in accordance with our intercompany cash management system subject to the requirements of our Exit Financing Facilities. Our cash and cash equivalents, as well as our restricted cash balances, generally exceed Federal Deposit Insurance Corporation insured limits. We place our cash, cash equivalents and restricted cash in what we believe to be credit-worthy financial institutions. In addition, certain of our money market accounts invest in U.S. Treasury securities or other obligations issued or guaranteed by the U.S. government, or its agencies.

Restricted cash as of December 31, 2017 included \$275 of legally restricted cash. Pursuant to the terms of the OBS Facility, in the event of a spinoff of INSW, the Company was required to set aside, in an escrow account, cash in an aggregate amount of not less than the sum of all accrued and unpaid interest on the outstanding Unsecured Senior Notes (as defined in Note 9, "Debt") through the maturity of the respective Unsecured Senior Notes. Activity relating to restricted cash is reflected in investing activities in the consolidated statements of cash flow.

As of December 31, 2017, we had total debt outstanding (net of original issue discount and deferred finance costs) of \$448,936 and a total debt to total capitalization of 58.7%. Our debt profile reflects recent actions (discussed further below) to deleverage our balance sheet.

### ***Sources, Uses and Management of Capital***

We generate significant cash flows from our complementary mix of time charters, voyage charters and contracts of affreightment. Net cash provided by operating activities in the year ended December 31, 2017 was \$43,619. In addition to operating cash flows, our other current sources of funds are proceeds from issuances of equity securities, additional borrowings as permitted under the Exit Financing Facilities and proceeds from the opportunistic sales of our vessels. In the past, we have also obtained funds from the issuance of long-term debt securities. We may in the future complete transactions consistent with achieving the objectives of our business plan.

Our current uses of funds are to fund working capital requirements, maintain the quality of our vessels, comply with U.S. and international shipping standards and environmental laws and regulations, repay or repurchase our outstanding loan facilities and to repurchase our common stock from time to time. The OBS Term Loan requires that a portion of Excess Cash Flow (as defined in the term loan agreement) be used to prepay the outstanding principal balance of the term loan, commencing with the annual period beginning January 1, 2015. At December 31, 2017, the Company determined it had Excess Cash Flow under the OBS Term Loan. The mandatory prepayment of \$28,165 will be due during the first quarter of 2018 and is included in current installments of long-term debt on the consolidated balance sheets as of December 31, 2017. To the extent permitted under the terms of the OBS Term Loan, we may also use cash generated by operations to finance capital expenditures to modernize and grow our fleet.

During the year ended December 31, 2017, the Company repurchased and retired an aggregate principal amount of \$55,202 of our 8.125% Notes. Also, during 2017, the Company deposited cash in the amount of \$27,491 with The Bank of New York Mellon Trust Company, N.A., as trustee, to pay the principal of \$26,417 plus accrued and unpaid interest of \$514 on all of the outstanding 8.125% Notes on their stated maturity. As a result, the Company's obligations under the indenture and the remaining 8.125% Notes were satisfied and the indenture was cancelled and discharged.

OSG's ability to receive cash dividends, loans or advances from OBS is restricted under the OBS Term Loan. After dividend distributions to OSG of \$50,000 during 2017, the Available Amount for cash dividends, loans or advances to OSG permitted under the OBS Term Loan was \$71,758 as of December 31, 2017.

### ***Outlook***

The Company's revenues are sensitive to often highly cyclical patterns of supply and demand. In the core Jones Act Trades within which the majority of our vessels operate, demand factors for transportation have historically been affected almost exclusively by supply and distribution of refined petroleum products in the United States. The emergence of demand for domestic crude oil transportation has in recent years added a new dimension to understanding traditional Jones Act trades. Balancing time charter coverage with spot market exposure in an uncertain demand environment is a persistent challenge and considerations about the appropriate amount of capacity to remain active in the spot market are a regular management discussion point. Over the longer term, we consider the "normalized" market in which our vessels trade to be one that should be

characterized by stable, longer term chartering relationships with our customer base. Notwithstanding this belief, it is evident that a surplus of available capacity which has prevailed in recent years has been rewarding charterers with low charter rates, making medium term charters unattractive or simply unavailable. In such market environments, we considered the cost of acquiring cash flow visibility by committing vessels to charter contracts at sustained loss-making rates as being too high when measured against what we believe is the asymmetrical upside potential of being positioned to benefit from a recovery in rates.

The increased volatility of cash flows inherent in a portfolio with a higher percentage of vessels trading in the spot market has important implications on our liquidity management. While we see this as a transitional condition, we nonetheless consider the retention of relatively high cash balances as well as management's recent efforts to reduce overall levels of debt and operating and administrative costs as important and necessary responses to these factors. We believe the actions we have taken have strengthened our balance sheet and at the same time positioned us to generate sufficient cash to support our operations over the next twelve months. We expect that a rebalance of supply will occur over the coming quarters as tightening age restrictions imposed by our core customer base progressively limit the acceptability for use in service of vessels exceeding 20 years of age. Further, we continue to view the prospect for increasing demand for domestic crude oil transportation as an important swing factor in determining the extent, and timing, of restoring a healthy balance between available vessel supply and overall transportation demand.

#### ***Off-Balance Sheet Arrangements***

INSW entered into guarantee arrangements in connection with the spin-off on November 30, 2016, in favor of Qatar Liquefied Gas Company Limited (2) ("LNG Charterer") and relating to certain LNG Tanker Time Charter Party Agreements with the LNG Charterer and each of Overseas LNG H1 Corporation, Overseas LNG H2 Corporation, Overseas LNG S1 Corporation and Overseas LNG S2 Corporation (such agreements, the "LNG Charter Party Agreements," and such guarantees, collectively, the "LNG Performance Guarantees").

OSG continues to provide a guarantee in favor of the LNG Charterer relating to the LNG Charter Party Agreements (such guarantees, the "OSG LNG Performance Guarantees"). INSW will indemnify OSG for liabilities arising from the OSG LNG Performance Guarantees pursuant to the terms of the Separation and Distribution Agreement. The maximum potential liability associated with this guarantee is not estimable because obligations are only based on future non-performance events of charter arrangements. In connection with the OSG LNG Performance Guarantees, INSW will pay a per year fee of \$135 per year to OSG, which is subject to escalation after 2018 and will be terminated if OSG ceases to provide the OSG LNG Performance Guarantees. See Note 13, "Related Parties," for further details.

#### ***Carrying Value of Vessels***

Eleven of the Company's owned vessels are pledged as collateral under the Exit Financing Facilities. The carrying value of each of the Company's vessels does not necessarily represent its fair market value or the amount that could be obtained if the vessel were sold.

The Company believes that the availability, quality and reliability of fair market valuations of U.S Flag vessels are limited given the fact that the U.S. Flag market is relatively small and illiquid with very limited second hand sales and purchases activity from which to benchmark vessel values. As discussed in Note 10, "Fair Value of Financial Instruments, Derivatives and Fair Value Disclosures," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data," the Company monitors for any indicators of impairment in regards to the carrying value of its vessels.

## Aggregate Contractual Obligations

A summary of the Company's long-term contractual obligations as of December 31, 2017 follows:

	2018	2019	2020	2021	2022	Thereafter	Total
<b>Long-term debt <sup>(1)</sup></b>							
Unsecured senior notes - fixed rate	\$ 52	\$ 52	\$ 52	\$ 342	\$ 29	\$ 434	\$ 961
OBS term loan - floating rate	54,487	446,686	—	—	—	—	501,173
<b>Operating lease obligations <sup>(2)</sup></b>							
Bareboat Charter-ins	91,457	111,819	9,168	9,143	9,143	22,846	253,576
Office space	627	658	635	631	649	573	3,773
<b>Total</b>	<b>\$ 146,623</b>	<b>\$ 559,215</b>	<b>\$ 9,855</b>	<b>\$ 10,116</b>	<b>\$ 9,821</b>	<b>\$ 23,853</b>	<b>\$ 759,483</b>

(1) Amounts shown include contractual interest obligations. Interest obligations on fixed rate debt of \$691 as of December 31, 2017 are at an interest rate of 7.5%. The interest rate obligations of floating rate debt have been estimated based on the aggregate of the LIBOR floor rate of 1% and the applicable margin for the OBS Term Loan of 4.25%. A prepayment in 2018 of \$28,165 is required for the OBS Term Loan as a result of Excess Cash Flow for the twelve-month period ended December 31, 2017. Amounts shown for the OBS Term Loan for years subsequent to 2018 exclude any estimated repayment as a result of Excess Cash Flow.

(2) As of December 31, 2017, the Company had charter-in commitments for 10 vessels on leases that are accounted for as operating leases. These leases provide the Company with various renewal options.

In addition to the above long-term contractual obligations the Company has certain obligations for its domestic shore-based employees as of December 31, 2017, related to pension and other post-retirement benefit plans as follows:

	2018	2019	2020	2021	2022
Defined benefit pension plan contributions <sup>(1)</sup>	\$ 3,220	\$ —	\$ 329	\$ 183	\$ 320
Postretirement health care plan obligations <sup>(2)</sup>	215	192	194	198	200
<b>Total</b>	<b>\$ 3,435</b>	<b>\$ 192</b>	<b>\$ 523</b>	<b>\$ 381</b>	<b>\$ 520</b>

(1) Represents estimated contributions under the Maritrans Inc. defined benefit retirement plan.

(2) Amounts are estimated based on the 2017 cost taking the assumed health care cost trend rate for 2018 to 2022 into consideration. See Note 17, "Pension and Other Postretirement Benefit Plans," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data." Because of the subjective nature of the assumptions made, actual premiums paid in future years may differ significantly from the estimated amounts.

## RISK MANAGEMENT

### Interest rate risk

The Company is exposed to market risk from changes in interest rates, which could impact its results of operations and financial condition. The Company manages this exposure to market risk through its regular operating and financing activities and, when deemed appropriate, through the use of derivative financial instruments. To manage its interest rate risk in a cost-effective manner, the Company, from time-to-time, enters into interest rate swap or cap agreements, in which it agrees to exchange various combinations of fixed and variable interest rates based on agreed upon notional amounts or to receive payments if floating interest rates rise above a specified cap rate. The Company uses such derivative financial instruments as risk management tools and not for speculative or trading purposes. In addition, derivative financial instruments are entered into with a diversified group of major financial institutions in order to manage exposure to nonperformance on such instruments by the counterparties.

At December 31, 2017, OBS was party to an interest rate cap agreement ("Interest Rate Cap") with a date of February 15, 2015 with major financial institutions covering the notional amount of \$375,000, to limit the floating interest rate exposure associated with its term loan. This agreement contains no leverage features. The OBS Interest Rate Cap has a cap rate of 3.0% through the termination date of February 5, 2018.

## INTEREST RATE SENSITIVITY

The following table presents information about the Company's financial instruments that are sensitive to changes in interest rates. For debt obligations, the table presents the principal cash flows and related weighted average interest rates by expected maturity dates of the Company's debt obligations.

### *Principal (Notional) Amount (dollars in millions) by Expected Maturity and Average Interest (Swap) Rate*

At December 31, 2017	2018	2019	2020	2021	2022	Thereafter	Total	Fair Value
<b>Liabilities</b>								
Long-term debt *								
Fixed rate debt	\$ —	\$ —	\$ —	\$ 0.3	\$ —	\$ 0.4	\$ 0.7	\$ 0.7
Average interest rate	—	—	—	7.5%	—	7.5%	—	—
Variable rate debt	\$ 28.2	\$ 427.5	\$ —	\$ —	\$ —	\$ —	\$ 455.7	\$ 441.6
Average interest rate	6.1%	6.1%	—	—	—	—	—	—

\*Including current portion.

As of December 31, 2017, the Company had a secured term loan (OBS Term Loan) and a revolving credit facility (OBS ABL Facility) under which borrowings bear interest at a rate based on LIBOR, plus the applicable margin, as stated in the respective loan agreements. There were no amounts outstanding under the OBS ABL Facility as of December 31, 2017.

## CRITICAL ACCOUNTING POLICIES

The Company's consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States, which require the Company to make estimates in the application of its accounting policies based on the best assumptions, judgments, and opinions of management. Following is a discussion of the accounting policies that involve a higher degree of judgment and the methods of their application. For a description of all of the Company's material accounting policies, see Note 3, "Summary of Significant Accounting Policies" to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data."

### *Revenue Recognition*

The majority of revenue is generated from time charters and is accounted for as operating leases and are thus recognized ratably over the rental periods of such charters, as service is performed. The Company does not recognize time charter revenues during periods that vessels are off hire.

The Company generates a portion of its revenue from voyage charters. Within the shipping industry, there are two methods used to account for voyage charter revenue: (1) ratably over the estimated length of each voyage and (2) completed voyage. The recognition of voyage revenues ratably over the estimated length of each voyage is the most prevalent method of accounting for voyage revenues in the shipping industry and the method used by OSG. Under each method, voyages may be calculated on either a load-to-load or discharge-to-discharge basis. In applying its revenue recognition method, under existing U.S. GAAP in 2017 and prior, management believes that the discharge-to-discharge basis of calculating voyages more accurately estimates voyage results than the load-to-load basis. Since, at the time of discharge, management generally knows the next load port and expected discharge port, the discharge-to-discharge calculation of voyage revenues can be estimated with a greater degree of accuracy. OSG does not begin recognizing voyage revenue until a charter has been agreed to by both the Company and the customer, even if the vessel has discharged its cargo and is sailing to the anticipated load port on its next voyage, because it is at this time the charter rate is determinable for the specified load and discharge ports and collectability is reasonably assured.

The Company will adopt ASU No. 2014-9, *Revenue from Contracts with Customers (ASC 606)*, on January 1, 2018. Under the new standard, the Company will recognize revenue from voyage charters ratably over the estimated length of each voyage, calculated on a load-to-discharge basis. Refer to Note 3, "Summary of Significant Accounting Policies" for further details.

### *Vessel Lives and Salvage Values*

The carrying value of each of the Company's vessels represents its original cost at the time it was delivered or purchased less depreciation calculated using an estimated useful life of 25 years (except for new ATBs for which estimated useful lives of 30 years are used) from the date such vessel was originally delivered from the shipyard or 20 years from the date the Company's



ATBs were rebuilt. A vessel's carrying value is reduced to its new cost basis (i.e. its current fair value) if a vessel impairment charge is recorded.

If the estimated economic lives assigned to the Company's vessels prove to be too long because of new regulations, an extended period of weak markets, the broad imposition of age restrictions by the Company's customers, or other future events, it could result in higher depreciation expense and impairment losses in future periods related to a reduction in the useful lives of any affected vessels. See Note 3, "Summary of Significant Accounting Policies" for further details.

The United States has not adopted the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships (the "Convention"). While the Convention is not in effect in the United States, the EPA and the Maritime Administration of the U.S. Department of Transportation ("MarAd") have, from time to time, required the owners of U.S. Flag vessels to make certifications regarding the presence of certain toxic substances onboard vessels that they are seeking to sell to parties who (a) are not citizens of the United States and (b) intend to recycle the vessels after they have been purchased (the "Recycling Purchasers"). In the event that more stringent requirements are imposed upon the owners of U.S. Flag vessels seeking to sell their vessels to the Recycling Purchasers, such requirements could (a) negatively impact the sales prices obtainable from the Recycling Purchasers or (b) require companies, including OSG, to incur additional costs in order to sell their U.S. Flag vessels to the Recycling Purchasers or to other foreign buyers intending to use such vessels for further trading.

### ***Vessel Impairment***

The carrying values of the Company's vessels may not represent their fair market value or the amount that could be obtained by selling the vessel at any point in time since the market prices of second-hand vessels tend to fluctuate with changes in charter rates and the cost of newbuildings. Historically, both charter rates and vessel values tend to be cyclical. Management evaluates the carrying amounts of vessels held and used by the Company for impairment only when it determines that it will sell a vessel or when events or changes in circumstances occur that cause management to believe that future cash flows for any individual vessel will be less than its carrying value. In such instances, an impairment charge would be recognized if the estimate of the undiscounted future cash flows expected to result from the use of the vessel and its eventual disposition is less than the vessel's carrying amount. This assessment is made at the individual vessel level as separately identifiable cash flow information for each vessel is available.

In developing estimates of future cash flows, the Company must make assumptions about future performance, with significant assumptions being related to charter rates, ship operating expenses, utilization, drydocking requirements, residual value and the estimated remaining useful lives of the vessels. These assumptions are based on historical trends as well as future expectations. Specifically, in estimating future charter rates, management takes into consideration rates currently in effect for existing time charters and estimated daily time charter equivalent rates for each vessel class for the unfixed days over the estimated remaining lives of each of the vessels. The estimated daily time charter equivalent rates used for unfixed days beyond the expiry of any current time charters are based on internally forecasted rates that take into consideration average annual rates published by a third party maritime research service and are consistent with forecasts provided to the Company's senior management and Board of Directors. The internally forecasted rates are based on management's evaluation of current economic data and trends in the shipping and oil and gas industries. Recognizing that the transportation of crude oil and petroleum products is cyclical and subject to significant volatility based on factors beyond the Company's control, management believes the use of estimates based on the internally forecasted rates to be reasonable.

Estimated outflows for operating expenses and drydocking requirements are based on historical and budgeted costs and are adjusted for assumed inflation. Finally, utilization is based on historical levels achieved and estimates of a residual value are consistent with the pattern of scrap rates used in management's evaluation of salvage value.

In estimating the fair value of vessels for the purposes of step 2 of the impairment tests, the Company utilizes estimates of discounted future cash flows for each of the vessels (income approach) since the secondhand sale and purchase market for the type of U.S. Flag vessels owned by OSG is not considered to be robust. See Note 10, "Fair Value of Financial Instruments, Derivatives and Fair Value Disclosures," for further discussion on the impairment tests performed on certain of our vessels during the three years ended December 31, 2017.

### ***Intangible Assets***

The Company allocates the cost of acquired companies to the identifiable tangible and intangible assets and liabilities acquired, with the remaining amount being classified as goodwill. The Company's intangible assets represent long-term customer relationships acquired as part of the 2006 purchase of Maritrans, Inc. See Note 10, "Fair Value of Financial Instruments,

Derivatives and Fair Value Disclosures,” for further discussion on the impairment test performed on the Company's intangible assets at December 31, 2017.

### ***Drydocking***

Within the shipping industry, there are two methods that are used to account for dry dockings: (1) capitalize drydocking costs as incurred (deferral method) and amortize such costs over the period to the next scheduled drydocking, and (2) expense drydocking costs as incurred. Since drydocking cycles typically extend over two and a half years or five years, management uses the deferral method because management believes it provides a better matching of revenues and expenses than the expense-as-incurred method.

### ***Income Taxes, Deferred Tax Assets and Valuation Allowance***

Our income tax expense, deferred tax assets and liabilities, and reserves for unrecognized tax benefits reflect management's best assessment of estimated future taxes to be paid. We are subject to income taxes only in the U.S. Significant judgments and estimates are required in determining the consolidated income tax expense.

Deferred income taxes arise from temporary differences between the financial reporting and the tax basis of assets and liabilities and from events that have been recognized in the financial statements and will result in taxable or deductible amounts based on provisions of the tax law in different periods. In evaluating our ability to recover our net deferred tax assets within the jurisdiction from which they arise we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax planning strategies and recent financial operations. A valuation allowance is established to the extent it is more likely than not that some portion or the entire deferred tax asset will not be realized. Changes in tax laws and rates could also affect recorded deferred tax assets and liabilities in the future.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations across our global operations. ASC 740 provides that a tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, on the basis of the technical merits of the position. ASC 740 also provides guidance on measurement, derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We recognize tax liabilities and reductions in deferred tax assets in accordance with ASC 740 and we adjust these liabilities and deferred tax assets when our judgment changes as a result of the evaluation of new information not previously available. Because of the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities. These differences will be reflected as increases or decreases to income tax expense in the period in which new information is available.

### ***Pension Benefits***

In connection with the acquisition of Maritrans in November 2006, the Company assumed the obligations under the noncontributory defined benefit pension plan that covered eligible employees of Maritrans (“the Maritrans Plan”). The Company froze the benefits payable under the Maritrans Plan as of December 31, 2006. The Company has recorded pension benefit costs based on assumptions and valuations developed with the support of its actuarial consultants. These valuations are based on estimates and key assumptions, including those related to the discount rates, the rates expected to be earned on investments of plan assets and the life expectancy/mortality of plan participants. OSG is required to consider market conditions in selecting a discount rate that is representative of the rates of return currently available on high-quality fixed income investments. A higher discount rate would result in a lower benefit obligation and a lower rate would result in a higher benefit obligation. The expected rate of return on plan assets is management's best estimate of expected returns on plan assets. A decrease in the expected rate of return will increase net periodic benefit costs and an increase in the expected rate of return will decrease benefit costs. The mortality assumption is management's best estimate of the expected duration of future benefit payments at the measurement date. The estimate is based on the specific demographics and other relevant facts and circumstances of the Maritrans Plan and considers all relevant information available at the measurement date. Longer life expectancies would result in higher benefit obligations and a decrease in life expectancies would result in lower benefit obligations.

In determining the benefit obligations at the end of the year measurement date, the Company continues to use the equivalent single weighted-average discount rate, rounded to the nearest 5 basis points, that best matches projected benefit payments. See Note 17, “Pension and Other Postretirement Benefit Plans,” for further discussion on the Company's pension plans.

*Newly Issued Accounting Standards*

See Note 3, “Summary of Significant Accounting Policies,” to the Company’s consolidated financial statements set forth in Item 8, “Financial Statements and Supplementary Data.”

**ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

See Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations —Risk Management” and “— Interest Rate Sensitivity.”

ITEM 8.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

TABLE OF CONTENTS

	Page
<u>Years ended December 31, 2017, 2016 and 2015</u>	
<u>Consolidated Balance Sheets at December 31, 2017 and 2016</u>	52
<u>Consolidated Statements of Operations for the Years Ended December 31, 2017, 2016 and 2015</u>	57
<u>Consolidated Statements of Comprehensive Income/(Loss) for the Years Ended December 31, 2017, 2016 and 2015</u>	54
<u>Consolidated Statements of Cash Flows for the Years Ended December 31, 2017, 2016 and 2015</u>	55
<u>Consolidated Statements of Changes in Equity/(Deficit) for the Years Ended December 31, 2017, 2016 and 2015</u>	56
<u>Notes to Consolidated Financial Statements</u>	57
<u>Reports of Independent Registered Public Accounting Firms</u>	104

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**DOLLARS IN THOUSANDS**

	<b>December 31, 2017</b>	<b>December 31, 2016</b>
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 165,994	\$ 191,089
Restricted cash	58	7,272
Voyage receivables, including unbilled of \$9,919 and \$12,593	24,209	23,456
Income tax recoverable	1,122	877
Receivable from INSW	372	683
Other receivables	2,184	2,696
Inventories, prepaid expenses and other current assets	13,356	12,243
<b>Total Current Assets</b>	<b>207,295</b>	<b>238,316</b>
Restricted cash	217	8,572
Vessels and other property, less accumulated depreciation	632,509	684,468
Deferred drydock expenditures, net	23,914	31,172
<b>Total Vessels, Deferred Drydock and Other Property</b>	<b>656,423</b>	<b>715,640</b>
Investments in and advances to affiliated companies	3,785	3,694
Intangible assets, less accumulated amortization	41,017	45,617
Other assets	23,150	18,658
<b>Total Assets</b>	<b>\$ 931,887</b>	<b>\$ 1,030,497</b>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities:</b>		
Accounts payable, accrued expenses and other current liabilities	\$ 34,220	\$ 57,222
Income taxes payable	151	306
Current installments of long-term debt	28,160	—
<b>Total Current Liabilities</b>	<b>62,531</b>	<b>57,528</b>
Reserve for uncertain tax positions	3,205	3,129
Long-term debt	420,776	525,082
Deferred income taxes	83,671	141,457
Other liabilities	48,466	48,969
<b>Total Liabilities</b>	<b>618,649</b>	<b>776,165</b>
Commitments and contingencies		
<b>Equity:</b>		
Common stock - Class A (\$0.01 par value; 166,666,666 shares authorized; 78,277,669 and 70,271,172 shares issued and outstanding)	783	702
Paid-in additional capital	584,675	583,526
Accumulated deficit	(265,758)	(321,736)
	319,700	262,492
Accumulated other comprehensive loss	(6,462)	(8,160)
<b>Total Equity</b>	<b>313,238</b>	<b>254,332</b>
<b>Total Liabilities and Equity</b>	<b>\$ 931,887</b>	<b>\$ 1,030,497</b>

See notes to consolidated financial statements

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS**

	Years Ended December 31,		
	2017	2016	2015
<b>Shipping Revenues:</b>			
Time charter revenues	\$ 266,193	\$ 372,149	\$ 385,206
Voyage charter revenues	124,233	90,271	81,666
	<u>390,426</u>	<u>462,420</u>	<u>466,872</u>
<b>Operating Expenses:</b>			
Voyage expenses	29,390	16,260	17,814
Vessel expenses	135,991	140,696	138,179
Charter hire expenses	91,587	91,947	91,875
Depreciation and amortization	58,673	89,563	76,851
General and administrative	27,493	41,608	61,540
Severance costs	16	12,996	—
Loss on disposal of vessels and other property, including impairments	13,200	104,532	207
Total operating expenses	<u>356,350</u>	<u>497,602</u>	<u>386,466</u>
Income/(loss) from vessel operations	34,076	(35,182)	80,406
Equity in income of affiliated companies	3,747	3,642	3,783
Operating income/(loss)	37,823	(31,540)	84,189
Other expense	(1,881)	(2,391)	(26,239)
Income/(loss) before interest expense, reorganization items and income taxes	35,942	(33,931)	57,950
Interest expense	(37,401)	(43,151)	(70,365)
Loss before reorganization items and income taxes	(1,459)	(77,082)	(12,415)
Reorganization items, net	(190)	10,925	(8,052)
Loss from continuing operations before income taxes	(1,649)	(66,157)	(20,467)
Income tax benefit from continuing operations	57,627	65,098	101,032
Income/(loss) from continuing operations	55,978	(1,059)	80,565
(Loss)/income from discontinued operations	—	(292,555)	203,395
<b>Net income/(loss)</b>	<u>\$ 55,978</u>	<u>\$ (293,614)</u>	<u>\$ 283,960</u>
<b>Weighted Average Number of Common Shares Outstanding:</b>			
Basic - Class A	87,834,769	90,949,577	95,584,559
Basic - Class B and Common Stock	—	533,758	1,320,337
Diluted - Class A	88,082,978	90,949,577	95,629,090
Diluted - Class B and Common Stock	—	533,758	1,320,337
<b>Per Share Amounts:</b>			
Basic and diluted net income/(loss) - Class A from continuing operations	\$ 0.64	\$ (0.01)	\$ 0.83
Basic and diluted net income/(loss) - Class A from discontinued operations	\$ —	\$ (3.24)	\$ 2.10
Basic and diluted net income/(loss) - Class A	<u>\$ 0.64</u>	<u>\$ (3.25)</u>	<u>\$ 2.93</u>
Basic and diluted net income/(loss) - Class B from continuing operations	\$ —	\$ (0.11)	\$ 0.83
Basic and diluted net income/(loss) - Class B from discontinued operations	\$ —	\$ 4.54	\$ 2.10
Basic and diluted net income/(loss) - Class B	<u>\$ —</u>	<u>\$ 4.43</u>	<u>\$ 2.93</u>

See notes to consolidated financial statements

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME/(LOSS)**  
**DOLLARS IN THOUSANDS**

	<b>Years Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
Net income/(loss)	\$ 55,978	\$ (293,614)	\$ 283,960
Other comprehensive income, net of tax:			
Net change in unrealized gains on cash flow hedges	907	10,311	6,927
Defined benefit pension and other postretirement benefit plans:			
Net change in unrecognized prior service costs	(157)	(60)	(211)
Net change in unrecognized actuarial losses	948	(3,295)	3,203
Other comprehensive income	1,698	6,956	9,919
Comprehensive income/(loss)	<u>\$ 57,676</u>	<u>\$ (286,658)</u>	<u>\$ 293,879</u>

See notes to consolidated financial statements

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**DOLLARS IN THOUSANDS**

	Years Ended December 31,		
	2017	2016	2015
<b>Cash Flows from Operating Activities:</b>			
Net income/(loss)	\$ 55,978	\$ (293,614)	\$ 283,960
(Loss)/income from discontinued operations	—	(292,555)	203,395
Net income/(loss) from continuing operations	55,978	(1,059)	80,565
<b>Items included in net income/(loss) from continuing operations not affecting cash flows:</b>			
Depreciation and amortization	58,673	89,563	76,851
Vessel impairment charges	5,878	104,405	—
Amortization of debt discount and other deferred financing costs	5,167	6,005	5,154
Compensation relating to restricted stock, stock unit and stock option grants	2,388	7,441	3,580
Deferred income tax benefit	(59,047)	(67,394)	(69,564)
Undistributed earnings of affiliated companies	(91)	132	(399)
Deferred payment obligations on charters-in	—	—	590
Reorganization items, non-cash	(105)	5,198	(50)
Other – net	3,282	2,268	1,971
<b>Items included in net income/(loss) related to investing and financing activities:</b>			
Loss on repurchases and extinguishment of debt	3,237	2,988	—
Loss on disposal of vessels and other property, net	7,322	127	207
Distributions from INSW	—	202,000	200,000
Payments for drydocking	(8,390)	(6,844)	(41,323)
SEC payment, bankruptcy and IRS claim payments	(5,000)	(7,136)	(8,343)
Deferred financing costs paid for loan modification	—	—	(4,220)
<b>Changes in operating assets and liabilities:</b>			
(Increase)/decrease in receivables	(753)	(16,794)	6,502
(Increase)/decrease in income tax recoverable	(246)	323	54,637
(Decrease)/increase in deferred revenue	(4,639)	63	(3,034)
Net change in prepaid items and accounts payable, accrued expenses and other current and long-term liabilities	(20,035)	7,574	(26,791)
Net cash provided by operating activities	43,619	328,860	276,333
<b>Cash Flows from Investing Activities:</b>			
Change in restricted cash	15,569	(5,261)	42,502
Expenditures for other property	(11)	(666)	(75)
Proceeds from disposal of vessels and other property	1,055	—	—
Other – net	—	—	(54)
Net cash provided by/(used in) investing activities	16,613	(5,927)	42,373
<b>Cash Flows from Financing Activities:</b>			
Cash dividends paid	—	(31,910)	—
Payments on debt, including adequate protection payments	—	(54,345)	(6,030)
Repurchases and extinguishment of debt	(84,170)	(120,224)	(326,051)
Repurchases of common stock and common stock warrants	—	(119,343)	(3,633)
Tax withholding on share-based awards	(1,157)	—	—
Net cash used in financing activities	(85,327)	(325,822)	(335,714)
Net decrease in cash and cash equivalents	(25,095)	(2,889)	(17,008)
Cash and cash equivalents at beginning of year	191,089	193,978	210,986
Cash and cash equivalents at end of year	\$ 165,994	\$ 191,089	\$ 193,978
<b>Cash flows from discontinued operations:</b>			
Cash flows provided by operating activities	\$ —	\$ 111,768	\$ 222,739
Cash flows provided by investing activities	—	25,202	114,163
Cash flows used in financing activities	—	(355,687)	(206,284)
Net (decrease)/increase in cash and cash equivalents from discontinued operations	\$ —	\$ (218,717)	\$ 130,618

See notes to consolidated financial statements





**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY/(DEFICIT)**  
**DOLLARS IN THOUSANDS**

	Common Stock	Paid-in Additional Capital	Retained Earnings / (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Total
Balance at December 31, 2014	\$ 3,158	\$ 1,507,334	\$ (141,025)	\$ (83,380)	\$ 1,286,087
Net income	—	—	283,960	—	283,960
Other comprehensive income, net of taxes	—	—	—	9,919	9,919
Stock dividends declared	338	143,879	(144,217)	—	—
Issuance and vesting of restricted stock awards	5	(5)	—	—	—
Forfeitures and cancellation of restricted stock awards	—	(257)	—	—	(257)
Compensation related to Class A options granted	—	621	—	—	621
Amortization of restricted stock awards	—	1,217	—	—	1,217
Compensation related to Class A restricted stock awards	—	2,574	—	—	2,574
Repurchase of Class A warrants	—	(3,633)	—	—	(3,633)
Conversion of Class A and Class B warrants to common stock	219	(219)	—	—	—
Balance at December 31, 2015	3,720	1,651,511	(1,282)	(73,461)	1,580,488
Net loss	—	—	(293,614)	—	(293,614)
Other comprehensive income, net of taxes	—	—	—	6,956	6,956
Stock dividends declared and paid	—	(5,070)	(25,503)	—	(30,573)
Special dividend paid to Class B stockholders	—	—	(1,337)	—	(1,337)
Vesting of restricted stock awards to be settled in cash	—	(528)	—	—	(528)
Issuance and vesting of restricted stock awards	3	(3)	—	—	—
Forfeitures and cancellation of restricted stock awards	—	(363)	—	—	(363)
Compensation related to Class A options granted, net of forfeitures	—	2,414	—	—	2,414
Compensation related to Class A restricted stock awards, net of forfeitures	—	5,882	—	—	5,882
Repurchase of Class A warrants and Class A common stock	(5)	(119,338)	—	—	(119,343)
Conversion of Class A and B warrants to common stock	413	(413)	—	—	—
Reverse stock split	(3,429)	3,429	—	—	—
Distribution of INSW stock	—	(953,995)	—	58,345	(895,650)
Balance at December 31, 2016	702	583,526	(321,736)	(8,160)	254,332
Net income	—	—	55,978	—	55,978
Other comprehensive income, net of taxes	—	—	—	1,698	1,698
Issuance and vesting of restricted stock awards	5	(6)	—	—	(1)
Forfeitures and cancellation of restricted stock awards	—	(1,157)	—	—	(1,157)
Compensation related to Class A options granted	—	281	—	—	281
Compensation related to Class A restricted stock awards	—	2,107	—	—	2,107
Conversion of Class A warrants to Class A common stock	76	(76)	—	—	—
Balance at December 31, 2017	\$ 783	\$ 584,675	\$ (265,758)	\$ (6,462)	\$ 313,238

See notes to consolidated financial statements

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS**

**NOTE 1 — BASIS OF PRESENTATION AND DESCRIPTION OF BUSINESS**

The consolidated financial statements include the accounts of Overseas Shipholding Group, Inc., a Delaware corporation incorporated in 1969, and its wholly owned subsidiaries (the "Company" or "OSG", or "we" or "us" or "our"). All significant intercompany balances and transactions have been eliminated in consolidation. Investments in 50% or less owned affiliated companies, in which the Company exercises significant influence, are accounted for by the equity method. Dollar amounts, except per share amounts, are in thousands. Certain prior period amounts have been reclassified in the Consolidated Statements of Cash Flows to conform to the current period presentation. The reclassifications in the Consolidated Statements of Cash Flows had no impact on net cash provided by operating activities and net cash provided by/(used in) investing and financing activities.

The Company owns and operates a fleet of oceangoing vessels engaged primarily in the transportation of crude oil and refined petroleum products in the U.S. Flag trade through its wholly owned subsidiary, OSG Bulk Ships, Inc. ("OBS"), a New York corporation.

On November 30, 2016 (the "Distribution Date"), OSG completed the separation of its business into two independent publicly-traded companies through the spin-off of its then wholly-owned subsidiary International Seaways, Inc. ("INSW"). The spin-off separated OSG and INSW into two distinct businesses with separate management. OSG retained the U.S. Flag business and relocated its headquarters to Tampa, Florida.

The spin-off transaction was in the form of a pro rata distribution of INSW's common stock to our stockholders and warrant holders of record as of 5:00 p.m., New York time on November 18, 2016 (the "Record Date"). On the Distribution Date, each holder of OSG common stock received 0.3333 shares of INSW's common stock for every share of OSG common stock held on the Record Date. Each holder of OSG warrants received 0.3333 shares of INSW's common stock for every one share of OSG common stock they would have received if they exercised their warrants immediately prior to the Distribution (or 0.063327 INSW shares per warrant).

The spin-off was completed pursuant to a Separation and Distribution Agreement and several other agreements with INSW related to the spin-off. These agreements governed the relationship between and INSW and OSG following the spin-off and provided for the allocation of various assets, liabilities, rights and obligations. These agreements also included a Transition Services Agreement and an Employee Matters Agreement, which expired during 2017, covering arrangements for transition services to be provided by OSG to INSW and by INSW to OSG. See Note 5, "Discontinued Operations," for additional information.

In accordance with Accounting Standards Update ("ASU") 2014-8, *Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, the assets and liabilities and results of operations of INSW are reported as discontinued operations, net of taxes, for all periods presented. Accordingly, all references made to financial data in this Annual Report on Form 10-K are to the Company's continuing operations unless specifically noted. See Note 5, "Discontinued Operations," for additional information.

As further discussed in Note 14, "Capital Stock and Stock Compensation," the Company's board of directors (the "Board") approved a stock dividend of Class A common stock, whereby on December 17, 2015, all stockholders of record of the Company's Class A and B common stock as of December 3, 2015 (the "record date"), received a dividend of one-tenth of one share of Class A common stock for each share of Class A common stock and Class B common stock held by them as of the record date. In addition, as discussed further in Note 14, effective May 27, 2016, all Class B common shares and Class B warrants automatically converted into one Class A common share and one Class A warrant, respectively, and on June 2, 2016 the Board approved an amendment (the "Reverse Split Amendment") to the Company's Amended and Restated Certificate of Incorporation. The Reverse Split Amendment effected a one (1) for six (6) reverse stock split and corresponding reduction of the number of authorized shares of common stock, par value \$0.01 per share (the "Reverse Split"). The Reverse Split Amendment became effective on June 13, 2016. In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") ASC 260, *Earnings Per Share*, the Company adjusted the computations of basic and diluted earnings per share retroactively for all periods presented to reflect that change in its capital structure. Accordingly, amounts previously reported in 2015 with respect to earnings per share, outstanding Class A shares, Class A restricted stock units, restricted shares and stock options have been restated where appropriate. See Note 4, "Earnings per Common Share," for additional information.

## NOTE 2 — CHAPTER 11 FILING AND EMERGENCE FROM BANKRUPTCY

In October 2012, the Company disclosed that its Audit Committee, on the recommendation of management, concluded that the Company's previously issued financial statements for at least the three years ended December 31, 2011 and associated interim periods, and for the fiscal quarters ended March 31, 2012 and June 30, 2012, should no longer be relied upon. Shortly thereafter several putative class action suits were filed in the United States District Court for the Southern District of New York against the Company. Also named as defendants were its then President and Chief Executive Officer, its then Chief Financial Officer, its then current and certain former members of its Board of the Directors, and certain Company representatives.

On November 14, 2012 (the "Petition Date"), the Parent Company and 180 of its subsidiaries filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). On August 5, 2014 (the "Effective Date"), a plan of reorganization (the "Equity Plan") became effective and OSG emerged from bankruptcy.

The Company has fully and finally resolved all potential direct claims by members of the putative class of securities claimants through a settlement effectuated through the Equity Plan. Under the terms of that settlement, the Equity Plan provided for full satisfaction of claims through the payment of (i) \$7,000 in cash, which was paid on August 5, 2014, (ii) \$3,000 in cash, which was paid on August 5, 2015, (iii) any remaining cash in the Class E1 Disputed Claims Reserve established by the Equity Plan following resolution of all other Class E1 claims, which was paid on October 5, 2015, (iv) 15% (or \$2,136) of the Net Litigation Recovery in the action against Proskauer (described below), which was paid on April 5, 2016, (v) \$5,000 in cash, following the entry of a final order resolving the Proskauer action, which was paid on March 17, 2016, and (vi) proceeds of any residual interest the Company has in certain director and officer insurance policies.

On January 23, 2017, the SEC commenced an administrative proceeding, with the Company's consent, that fully resolved an SEC investigation that was initiated in connection with the Company's earnings restatement announced in 2012. The Company neither admitted nor denied the SEC's allegations that the Company violated certain provisions of the Securities Act, the Exchange Act and related rules. After receiving Bankruptcy Court approval, the Company paid a \$5,000 civil penalty relating to the investigation in February 2017, which was fully accrued as of December 31, 2016. The settlement with the SEC does not require any further changes to the Company's historical financial statements. Any indemnification or contribution claims by officers or directors of the Company that could be asserted in connection with the SEC's investigation have been released or otherwise resolved pursuant to the Equity Plan and order of the Bankruptcy Court.

On February 10, 2017, pursuant to a final decree and order of the Bankruptcy Court, OSG's one remaining case, as the Parent Company, was closed.

### *Reorganization Items, net*

Reorganization items, net represent amounts incurred after the Petition Date as a direct result of the filing of the Chapter 11 cases and are comprised of the following:

	Years Ended December 31,		
	2017	2016	2015
Trustee fees	\$ 5	\$ 100	\$ 217
Professional fees	185	2,288	8,027
Litigation settlement, net	—	(20,359)	—
Litigation settlement due to class action plaintiffs	—	2,136	—
Litigation settlement due to Class B warrant holders	—	86	—
Provision for claims	—	4,824	—
Other claim adjustments	—	—	(192)
	<u>\$ 190</u>	<u>\$ (10,925)</u>	<u>\$ 8,052</u>

On February 12, 2016, the Company entered into an agreement with Proskauer Rose, LLP and four of its partners ("Proskauer Plaintiffs") to settle a malpractice suit filed by the Company in March 2014. Settlement proceeds totaling \$20,359 net of all related out-of-pocket expenses, including legal fees, incurred by the Company during the three months ended March 31, 2016 are included in litigation settlement, net in the table above.

In addition, pursuant to the terms of the Company's settlement with members of the putative class of securities claimants, the Company recognized an income statement charge for 15%, or \$2,136, of the Net Litigation Recovery amount of \$14,242 during the year ended December 31, 2016. The "Net Litigation Recovery" is the gross amount of the settlement less all related out-of-pocket expenses, including legal fees, incurred by the Company since the inception of the action against the Proskauer Plaintiffs through the date of settlement. Further, as required by the Equity Plan, the Company's Amended and Restated Certificate of Incorporation and the Class B Warrant Agreement, the Company distributed 10%, or \$1,423, of the Net Litigation Recovery amount to the Class B stockholders and warrant holders in May 2016. Approximately \$86 of the aforementioned \$1,423, which represents the proportional share of the Net Litigation Recovery payable to the Company's Class B warrant holders, was recognized as a charge to reorganization items, net in the second quarter of 2016. The balance of \$1,337 was distributed in the form of a special dividend to the Company's Class B stockholders and was recorded as a reduction of retained earnings.

Cash paid for reorganization items, excluding the Proskauer related settlement amounts noted above, was \$295, \$2,455, and \$18,068 for the years ended December 31, 2017, 2016 and 2015, respectively.

### NOTE 3 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. *Cash and cash equivalents* - Interest-bearing deposits that are highly liquid investments and have a maturity of three months or less when purchased are included in cash and cash equivalents. Pursuant to the terms of the OBS Facility, in the event of a spinoff of INSW, the Company was required to set aside, in an escrow account, cash in an aggregate amount of not less than the sum of all accrued and unpaid interest on the outstanding Unsecured Senior Notes (as defined in Note 9, "Debt") through the date of the consummation of the INSW Spinoff and all interest expense that will accrue under the respective outstanding Unsecured Senior Notes from the date of the consummation of the INSW Spinoff through the maturity of the respective Unsecured Senior Notes. Activity relating to restricted cash is reflected in investing activities in the consolidated statements of cash flow. Additionally, management had designated cash reserves of \$5,576 as of December 31, 2016 to be utilized for the settlement of certain unsecured claims related to the Company's emergence from bankruptcy.
2. *Vessels, vessel lives, deferred drydocking expenditures and other property* - Vessels are recorded at cost and are depreciated to their estimated salvage value on the straight-line basis over the estimated useful lives of the vessels, which are generally 25 years (except for new ATBs for which estimated useful lives of 30 years are used).

Other property, including leasehold improvements, are recorded at cost and amortized on a straight-line basis over the shorter of the terms of the leases or the estimated useful lives of the assets, which range from 3 years to 15 years.

Interest costs are capitalized to vessels during the period that vessels are under construction however, no interest was capitalized during 2017, 2016 or 2015, as there were no vessels under construction.

Expenditures incurred during a drydocking are deferred and amortized on the straight-line basis over the period until the next scheduled drydocking, generally two and a half to five years. The Company only includes in deferred drydocking costs those direct costs that are incurred as part of the drydocking to meet regulatory requirements, or are expenditures that add economic life to the vessel, increase the vessel's earnings capacity or improve the vessel's efficiency. Direct costs include shipyard costs as well as the costs of placing the vessel in the shipyard. Expenditures for normal maintenance and repairs, whether incurred as part of the drydocking or not, are expensed as incurred.

The carrying value of each of the Company's vessels represents its original cost at the time it was delivered or purchased less depreciation calculated using estimated useful lives from the date such vessel was originally delivered from the shipyard or from the date (as in the case of certain of the Company's ATBs) a vessel was rebuilt. A vessel's carrying value is reduced to its new cost basis (i.e., its current fair value) if a vessel impairment charge is recorded.

If the estimated economic lives assigned to the Company's vessels prove to be too long because of new regulations, a prolonged weak market environment, a broad imposition of age restrictions by the Company's customers, or other future events, it could result in higher depreciation expense and impairment losses in future periods related to a reduction in the useful lives of any affected vessels.

3. *Impairment of long-lived assets* - The carrying amounts of long-lived assets held and used by the Company are reviewed for potential impairment whenever events or changes in circumstances indicate that the carrying amount of a particular asset may not be fully recoverable. In such instances, the requirement for impairment could be triggered if the estimate of the undiscounted future cash flows expected to result from the use of the asset and its eventual

disposition is less than the asset's carrying amount. This assessment is made at the individual vessel level since separately identifiable cash flow information for each vessel is available. The impairment charge, if any, would be measured as the amount by which the carrying amount of a vessel exceeded its fair value. A long-lived asset impairment charge results in a new cost basis being established for the relevant long-lived asset. See Note 10, "Fair Value of Financial Instruments, Derivatives and Fair Value Disclosures," for further discussion on the impairment tests performed on certain of our vessels during the three years ended December 31, 2017.

4. *Intangible assets* - Intangible assets with estimable useful lives are amortized over their estimated useful lives and are reviewed for potential impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible asset may be impaired. See Note 10, "Fair Value of Financial Instruments, Derivatives and Fair Value Disclosures," for further discussion on the impairment test performed on the Company's intangible assets at December 31, 2017.
5. *Deferred finance charges* - Finance charges incurred in the arrangement and amendment of debt are deferred and amortized to interest expense on either an effective interest method or straight-line basis over the life of the related debt.

Unamortized deferred finance charges of \$418 and \$800 relating to the OBS ABL Facility (as defined in Note 9, "Debt") are included in other assets in the consolidated balance sheets as of December 31, 2017 and 2016, respectively. Unamortized deferred financing charges of \$7,037 and \$10,421 relating to the OBS Term Loan (as defined in Note 9, "Debt") and \$0 and \$1,414 relating to the Unsecured Senior Notes are included in long-term debt in the consolidated balance sheets as of December 31, 2017 and 2016, respectively. At December 31, 2017, unamortized deferred financing charges of \$6 relating to the Unsecured Senior Notes are included in current installments of long-term debt in the consolidated balance sheets. Interest expense relating to the amortization of deferred financing charges amounted to \$5,167 in 2017, \$6,005 in 2016 and \$5,154 in 2015.

6. *Revenue and expense recognition* - Revenues from time charters are accounted for as operating leases and are thus recognized ratably over the rental periods of such charters, as service is performed. Under existing U.S. GAAP in 2017 and prior, voyage revenues and expenses are recognized ratably over the estimated length of each voyage, calculated on a discharge-to-discharge basis and, therefore, are allocated between reporting periods based on the relative transit time in each period. The impact of recognizing voyage expenses ratably over the length of each voyage is not materially different on a quarterly and annual basis from a method of recognizing such costs as incurred. OSG does not begin recognizing voyage revenue until a charter has been agreed to by both the Company and the customer, even if the vessel has discharged its cargo and is sailing to the anticipated load port on its next voyage.

The Company will adopt ASU No. 2014-9, *Revenue from Contracts with Customers (ASC 606)*, on January 1, 2018. Under the new standard, the Company will recognize revenue from voyage charters ratably over the estimated length of each voyage, calculated on a load-to-discharge basis. See "Recently adopted accounting standards" below for further details.

Under voyage charters, expenses such as fuel, port charges, canal tolls, cargo handling operations and brokerage commissions are paid by the Company whereas, under time and bareboat charters, such voyage costs are generally paid by the Company's customers.

7. *Voyage receivables* - All customers are granted credit on a short-term basis and related credit risks are considered minimal. The Company routinely reviews its voyage receivables and makes provisions for probable doubtful accounts; however, those provisions are estimates and actual results could differ from those estimates and those differences may be material. Voyage receivables are deemed uncollectible and removed from accounts receivable and the allowance for doubtful accounts when collection efforts have been exhausted.
8. *Concentration of Credit Risk* - Financial instruments that potentially subject the Company to concentrations of credit risk are voyage receivables due from charterers. With respect to voyage receivables, the Company limits its credit risk by performing ongoing credit evaluations. Voyage receivables reflected in the consolidated balance sheets as of December 31, 2017 and 2016 are net of an allowance for doubtful accounts of \$682 and \$70, respectively. The provisions for doubtful accounts for the years ended December 31, 2017, 2016 and 2015 were not material.

During the year ended December 31, 2017, the Company had three individual customers who accounted for 10% or more of our revenues as follows:

Customer Name	Percentage of Shipping Revenue	
	2017	
Andeavor		16%
Petrobras America Inc.		15%
Shell		10%

During the years ended December 31, 2016 and 2015, the Company had four individual customers who accounted for 10% or more of our revenues as follows:

Customer Name	Percentage of Shipping Revenue	
	2016	2015
Andeavor	16%	15%
Petrobras America Inc.	12%	12%
Shell	12%	11%
Marathon Petroleum Company	11%	14%

9. *Derivatives - ASC 815, Derivatives and Hedging*, requires the Company to recognize all derivatives on the balance sheet at fair value. Derivatives that are not effective hedges must be adjusted to fair value through earnings. If the derivative is an effective hedge, depending on the nature of the hedge, a change in the fair value of the derivative is either offset against the change in fair value of the hedged item (fair value hedge), or recognized in other comprehensive income/(loss) and reclassified into earnings in the same period or periods during which the hedge transaction affects earnings (cash flow hedge). The ineffective portion (that is, the change in fair value of the derivative that does not offset the change in fair value of the hedged item) of an effective hedge and the full amount of the change in fair value of derivative instruments that do not qualify for hedge accounting are immediately recognized in earnings.

The Company formally documents all relationships between hedging instruments and hedged items, as well as its risk-management objective and strategy for undertaking various hedge transactions. This process includes linking all derivatives that are designated as cash flow hedges to forecasted transactions. The Company also formally assesses (both at the hedge's inception and on an ongoing basis) whether the derivatives that are used in hedging transactions have been highly effective in offsetting changes in the cash flows of hedged items and whether those derivatives may be expected to remain highly effective in future periods. When it is determined that a derivative is not (or has ceased to be) highly effective as a hedge, the Company discontinues hedge accounting prospectively, as discussed below.

The Company discontinues hedge accounting prospectively when (1) it determines that the derivative is no longer effective in offsetting changes in the cash flows of a hedged item such as forecasted transactions; (2) the derivative expires or is sold, terminated, or exercised; (3) it is no longer probable that the forecasted transaction will occur; or (4) management determines that designating the derivative as a hedging instrument is no longer appropriate or desired.

When the Company discontinues hedge accounting because it is no longer probable that the forecasted transaction will occur in the originally expected period, the gain or loss on the derivative remains in accumulated other comprehensive loss and is reclassified into earnings when the forecasted transaction affects earnings. However, if it is probable that a forecasted transaction will not occur by the end of the originally specified time period or within an additional two-month period of time thereafter, the gains and losses that were accumulated in other comprehensive loss will be recognized immediately in earnings. In all situations in which hedge accounting is discontinued and the derivative remains outstanding, the Company will carry the derivative at its fair value on the balance sheet, recognizing changes in the fair value in current period earnings, unless it is designated in a new hedging relationship or terminated.

During the three years ended December 31, 2017, no ineffectiveness gains or losses were recorded in earnings relative to interest rate caps entered into by the Company or its subsidiaries that qualified for hedge accounting. Any gain or loss realized upon the early termination of an interest rate cap is recognized as an adjustment of interest expense over the shorter of the remaining term of the cap or the hedged debt. See Note 10, "Fair Value of Financial Instruments,

Derivatives and Fair Value Disclosures,” for additional disclosures on the Company’s interest rate caps and other financial instruments.

10. *Income taxes* - The Company accounts for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial statements and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

Net deferred tax assets are recorded to the extent the Company believes these assets will more likely than not be realized. In making such a determination, all available positive and negative evidence is considered, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. In the event the Company were to determine that it would be able to realize its deferred income tax assets in the future in excess of their net recorded amount, an adjustment would be made to the deferred tax asset valuation allowance, which would reduce the provision for income taxes in the period such determination is made.

Uncertain tax positions are recorded in accordance with ASC 740, *Income Taxes*, on the basis of a two-step process whereby (1) the Company first determines whether it is more likely than not that the tax positions will be sustained based on the technical merits of the position and (2) for tax positions that meet the more-likely-than-not recognition threshold, the Company recognizes the largest amount of tax benefit that is greater than 50% likely to be realized upon ultimate settlement with the related tax authority.

11. *Use of estimates* - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts of assets, liabilities, equity, revenues and expenses reported in the financial statements and accompanying notes. The most significant estimates relate to the depreciation of vessels and other property, amortization of drydocking costs, estimates used in assessing the recoverability of vessels, intangible assets and other long-lived assets, liabilities incurred relating to pension benefits, and income taxes. Actual results could differ from those estimates.
12. *Segment information* - Operating segments are defined as components of an enterprise that engage in business activities. The Company has determined that it operates its business as a single segment as its chief operating decision maker and its management team make decisions about resource allocations and review and measure the Company’s results as one line of business with similar regulatory requirements, customers and commodities transported.
13. *Inventories* - Inventories are included in the inventories, prepaid expenses and other current assets line item in the consolidated balance sheets. Inventories are accounted for on the first in first out basis and consist of fuel on the Company’s vessels.
14. *Recently adopted accounting standards* - In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern (ASC 205)*, which explicitly requires management to assess an entity’s ability to continue as a going concern and disclose going concern uncertainties in connection with each annual and interim period. The new standard requires management to assess if there is substantial doubt about an entity’s ability to continue to meet its obligations within one year after the reporting date based upon management’s consideration of relevant conditions that are known (and reasonably knowable) at the issuance date. The new standard defines substantial doubt and provides example indicators. Disclosures will be required if conditions give rise to substantial doubt. However, management will need to assess if its plans will alleviate substantial doubt to determine the specific disclosures. The new standard was effective for all entities in the first annual period ending after December 15, 2016. The Company adopted this standard on December 31, 2016. The adoption of this standard had no impact to the Company’s consolidated financial statements.

In March 2016, the FASB issued ASU No. 2016-9, *Improvements to Employee Share-Based Payment Accounting (ASC 718)*, which simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, forfeitures, classification of awards as either equity or liabilities, and classification in the statement of cash flows. The standard was effective for annual periods beginning after December 31, 2016 and interim periods within that reporting period. The Company adopted this standard on January 1, 2017 and applied the accounting prospectively. Prior periods have not been adjusted. As a result of the adoption of this accounting standard,



the Company elected to account for forfeitures of share-based payments as they occur. The adoption of this accounting standard did not have a material impact to the Company's consolidated financial statements.

*Recently issued accounting standards* — In March 2017, the FASB issued ASU 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*, that will change how employers that sponsor defined benefit pension and/or other postretirement benefit plans present the net periodic benefit cost in the income statement. Under ASU 2017-07, employers will present the service cost component of net periodic benefit cost in the same income statement line item(s) as other employee compensation costs arising from services rendered during the period. Only the service cost component will be eligible for capitalization in assets. Additionally, employers will present the other components of the net periodic benefit cost separately from the line item(s) that includes the service cost and outside of any subtotal of operating income, if one is presented. These components will not be eligible for capitalization in assets. The guidance is effective for interim and annual periods beginning after December 15, 2017 and early adoption is permitted as of the beginning of an annual period for which financial statements (interim or annual) have not been issued or made available for issuance. The guidance provides a practical expedient for disaggregating the service cost component and other components for comparative periods. The Company will adopt this standard during the first interim period beginning after December 31, 2017.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (ASC 230): Restricted Cash*, which requires that amounts generally described as restricted cash and restricted cash equivalents be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The standard will be effective for annual periods beginning after December 31, 2017 and interim periods within that reporting period. The Company will adopt this standard during the first interim period beginning after December 31, 2017.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (ASC 740): Intra-Entity Transfers of Assets Other Than Inventory*, amending the accounting for income taxes. Under current guidance the recognition of current and deferred income taxes for an intra-entity asset transfer is prohibited until the asset has been sold to an outside party. The amended guidance eliminates the prohibition against immediate recognition of current and deferred income tax amounts associated with intra-entity transfers of assets other than inventory. This guidance is effective for interim and annual periods beginning after December 15, 2017 with early adoption permitted as of the beginning of an annual reporting period for which financial statements (interim or annual) have not been issued or made available for issuance. The requirements of the amended guidance should be applied on a modified retrospective basis through a cumulative-effect adjustment directly to retained earnings as of the beginning of the period of adoption. Management does not expect the adoption of this accounting standard to have a material impact on the Company's consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Classification of Certain Cash Receipts and Cash Payments (ASC 230)*, which amends the guidance in ASC 230 on the classification of certain cash receipts and payments in the statement of cash flows. The primary purpose of the ASU is to reduce the diversity in practice that has resulted from the lack of consistent principles on this topic with respect to (1) debt prepayment or debt extinguishment costs; (2) settlement of zero-coupon debt; (3) contingent consideration payments made after a business combination; (4) proceeds from the settlement of insurance claims; (5) proceeds from the settlement of corporate-owned life insurance policies; (6) distributions received from equity method investees; (7) beneficial interests in securitization transactions; and (8) separately identifiable cash flows and application of the predominance principle. The standard will be effective for interim and annual periods beginning after December 31, 2017 and early adoption is permitted. The guidance requires application using a retrospective transition method. Management is currently reviewing the impact of the adoption of this accounting standard on the Company's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-2, *Leases (ASC 842)*. The standard, which requires lessees to recognize most leases on the balance sheet, is expected to increase both reported assets and liabilities. For public companies, the standard will be effective for the first interim reporting period within annual periods beginning after December 15, 2018, although early adoption is permitted. Lessees and lessors will be required to apply the new standard at the beginning of the earliest period presented in the financial statements in which they first apply the new guidance, using a modified retrospective transition method. The requirements of this standard include a significant increase in required disclosures. Management is analyzing the impact of the adoption of this guidance on the Company's consolidated financial statements, including assessing changes that might be necessary to information technology systems, processes and internal controls to capture new data and address changes in financial reporting. In arrangements where the Company is the lessee, management expects that the Company will recognize substantial

increases in reported amounts for vessels and other property and related lease liabilities upon adoption of the new standard. In arrangements where the Company is the lessor, management is currently evaluating the impact to non-lease components of time charter contracts. As of December 31, 2017, the contractual obligations for the Company's leased vessels was approximately \$253,576.

In May 2014, the FASB issued *ASU No. 2014-09, Revenue from Contracts with Customers (ASC 606)*, to provide a single, comprehensive revenue recognition model for all contracts with customers to improve comparability within industries, across industries, and across capital markets. Subsequent to the May 2014 issuance, several clarifications and updates have been issued on this topic. The underlying principle is that an entity will recognize revenue to depict the transfer of goods or services to customers at an amount that the entity expects to be entitled to in exchange for those goods or services. The Company adopted ASC 606 effective January 1, 2018 using the modified retrospective transition method which will be applied to existing contracts as of that date.

Upon adoption, the Company will recognize the cumulative effect of adopting this guidance as an adjustment to the 2018 opening balance of retained earnings. Prior periods will not be retrospectively adjusted. The Company has completed in-depth reviews over existing contracts. The Company is substantially complete with the analysis and does not expect the adoption of this standard to have a material impact on the consolidated financial statements. The Company has implemented changes to systems, processes and internal controls to meet the standard's updated reporting and disclosure requirements. The impact of adopting the new standard will primarily relate to a change in the timing of revenue recognition for voyage charter contracts. In the past, the Company recognized revenue from voyage charters ratably over the estimated length of each voyage, calculated on a discharge-to-discharge basis. Under the new standard, the Company will recognize revenue from voyage charters ratably over the estimated length of each voyage, calculated on a load-to-discharge basis. In addition, the adoption of ASC 606 will result in a corresponding change in the timing of recognition of voyage expenses for voyage charter contracts. The Company continues to evaluate the impact of the standard as it relates to non-lease components of time charter contracts and will finalize its position when the FASB's Proposed Accounting Standards Update - *Leases (Topic 842): Targeted Improvements* becomes final.

#### NOTE 4 — EARNINGS PER COMMON SHARE

Basic earnings per common share is computed by dividing earnings, after the deduction of dividends and undistributed earnings allocated to participating securities, by the weighted average number of common shares outstanding during the period. As management deemed the exercise price for the Class A of \$0.01 per share to be nominal, warrant proceeds are ignored and the shares issuable upon Class A warrant exercise are included in the calculation of Class A basic weighted average common shares outstanding for all periods.

The computation of diluted earnings per share assumes the issuance of common stock for all potentially dilutive stock options and restricted stock units. Participating securities are defined by ASC 260, *Earnings Per Share*, as unvested share-based payment awards that contain non-forfeitable rights to dividends or dividend equivalents and are included in the computation of earnings per share pursuant to the two-class method.

On June 2, 2016 the Board approved the Reverse Split Amendment to the Company's Amended and Restated Certificate of Incorporation. The Reverse Split Amendment effected the Reverse Split. The Reverse Split Amendment became effective on June 13, 2016. In accordance with ASC 260, *Earnings Per Share*, the Company adjusted the computations of basic and diluted earnings per share retroactively for all periods presented to reflect that change in its capital structure.

Accordingly, amounts previously reported for the year ended December 31, 2015, and for the quarters ended March 31, 2015, June 30, 2015, September 30, 2015, and March 31, 2016 with respect to income/(loss) per share, outstanding Class A common shares, Class A restricted stock units, Class A restricted shares and Class A stock options, Class B shares and Class B warrants have been restated, where appropriate. The table below shows the effect of the Reverse Split on the calculation of per share amounts previously reported.

	Three Months Ending				Year Ended	Three Months Ending
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015	December 31, 2015	March 31, 2016
(Thousands of shares)			(unaudited)			(unaudited)
Decrease in weighted average number of shares outstanding used to calculate basic net income/(loss) per share amounts for Class A	(477,862)	(477,881)	(477,949)	(477,996)	(477,923)	(473,688)
Decrease in weighted average number of shares outstanding used to calculate diluted net income/(loss) per share amounts for Class A	(477,862)	(478,109)	(477,996)	(477,996)	(478,145)	(473,688)
Decrease in weighted average number of shares outstanding used to calculate basic and diluted net income/(loss) per share amounts for Class B	(6,604)	(6,602)	(6,600)	(6,600)	(6,602)	(6,600)

#### Class A

There were 32,120, 54,993, and 52,730 weighted average shares of unvested Class A restricted common stock shares considered to be participating securities as of December 2017, 2016 and 2015, respectively. Such participating securities were allocated a portion of income under the two-class method for the years ended December 31, 2017 and 2015, but no allocation of loss was made for the year ended December 31, 2016 since the holders of the participating securities do not participate in losses.

The computation of diluted earnings per share assumes the issuance of common stock for all potentially dilutive stock options and restricted stock units not classified as participating securities. As of December 31, 2017, there were 660,999 shares of Class A restricted stock units and 371,893 Class A stock options outstanding and considered to be potentially dilutive securities. As of December 31, 2016 there were 485,223 shares of Class A restricted stock units and 1,114,103 Class A stock options outstanding and considered to be potentially dilutive securities. As of December 31, 2015 there were 268,066 shares of Class A restricted stock units and 268,538 Class A stock options outstanding and considered to be potentially dilutive securities.

***Class B***

There are no participating securities or potentially dilutive securities relating to the Class B Common Stock. The Class B shares were all converted to Class A shares in May 2016.

The components of the calculation of basic earnings per share and diluted earnings per share are as follows:

	Years Ended December 31,		
	2017	2016	2015
Income/(loss) from continuing operations	\$ 55,978	\$ (1,059)	\$ 80,565
(Loss)/income from discontinued operations	—	(292,555)	203,395
Net income/(loss)	<u>\$ 55,978</u>	<u>\$ (293,614)</u>	<u>\$ 283,960</u>
<b>Weighted average common shares outstanding:</b>			
Class A common stock - basic	87,834,769	90,949,577	95,584,559
Class A common stock - diluted	88,082,978	90,949,577	95,629,090
Class B common stock - basic	—	533,758	1,320,337
Class B common stock - diluted	—	533,758	1,320,337

Reconciliations of the numerator of the basic and diluted earnings per share computations are as follows:

	Years Ended December 31,		
	2017	2016	2015
<b>Net income/(loss) from continuing operations allocated to:</b>			
Class A Common Stockholders	\$ 55,957	\$ (1,002)	\$ 79,424
Class B Common Stockholders <sup>(2)</sup>	—	(57)	1,097
Participating securities <sup>(1)</sup>	21	—	44
	<u>\$ 55,978</u>	<u>\$ (1,059)</u>	<u>\$ 80,565</u>
<b>Net income/(loss) from discontinued operations allocated to:</b>			
Class A Common Stockholders	\$ —	\$ (295,001)	\$ 200,515
Class B Common Stockholders <sup>(2)</sup>	—	2,426	2,770
Participating securities <sup>(1)</sup>	—	20	110
	<u>\$ —</u>	<u>\$ (292,555)</u>	<u>\$ 203,395</u>

(1) For the years ended December 31, 2017 and 2015, income from continuing operations allocated to participating securities relates to unvested restricted stock. For the year ended December 31, 2016 and 2015, income from discontinued operations allocated to participating securities relates to amounts equivalent to the cash dividends declared.

(2) The December 31, 2016 and 2015 income allocated to Class B common stockholders includes amounts equivalent to the special cash dividends declared on the Class B common stock shares.

For annual earnings per share calculations, there were 248,209 and 44,531 dilutive equity awards outstanding for the years ended December 31, 2017 and 2015. Awards of 732,690, 1,074,548 and 221,218 shares of common stock for 2017, 2016 and 2015, respectively, were not included in the computation of diluted earnings per share because inclusion of these awards would be anti-dilutive.

#### NOTE 5 — DISCONTINUED OPERATIONS

As discussed in Note 1, on November 30, 2016 the Company completed the separation of its business into two independent publicly-traded companies through the spin-off of INSW. In connection with the spin-off, OSG and INSW entered into a number of agreements that provide a framework for governing the relationships between the parties going forward.

##### *Separation and Distribution Agreement*

OSG entered into a separation and distribution agreement (the “Separation and Distribution Agreement”) with INSW, which among other things, sets forth other agreements that govern the aspects of the relationship as follows.

*Transfer of Assets and Assumption of Liabilities.* The Separation and Distribution Agreement identified certain transfers of assets and assumptions of liabilities that were necessary in advance of the spin-off of INSW from OSG so that OSG and INSW retained the assets of, and the liabilities associated with, their respective businesses. The Separation and Distribution Agreement also provided for the settlement or extinguishment of certain liabilities and other obligations between OSG and INSW.

*Legal Matters and Claims; Sharing of Certain Liabilities.* Subject to any specified exceptions, each party to the Separation and Distribution Agreement has assumed the liability for, and control of, all pending and threatened legal matters related to its own business, as well as assumed or retained liabilities, and has indemnified the other party for any liability arising out of or resulting from such assumed legal matters.

*Other Matters.* In addition to those matters discussed above, the Separation and Distribution Agreement, among other things, (i) governs the transfer of assets and liabilities generally, (ii) terminates all intercompany arrangements between OSG and INSW except for specified agreements and arrangements that follow the Distribution, (iii) contains further assurances, terms and conditions that require OSG and INSW to use commercially reasonable efforts to consummate the transactions contemplated by the Separation and Distribution Agreement and the ancillary agreements, (iv) releases certain claims between the parties and their affiliates, successors and assigns, (v) contains mutual indemnification clauses and (vi) allocates expenses of the spin-off between the parties.

#### ***Transition Services Agreement***

OSG and INSW entered into a transition services agreement (the “TSA” or “Transition Services Agreement”) pursuant to which both parties agreed to provide each other with specified services for a limited time to help ensure an orderly transition following the Distribution. The Transition Services Agreement specified the calculation of the costs for these services. Pursuant to the terms of the agreement, OSG provided certain administrative services, including administrative support services related to benefit plans, human resources and legal services, for a transitional period after the spin-off. Similarly, INSW had agreed to provide certain limited transition services to OSG, including services relating to accounting activities and information and data provision services. The Transition Services Agreement provided for termination 30 days after the expiration or termination of all of the services provided thereunder. During the second quarter of 2017, the Transition Services Agreement terminated.

#### ***Employee Matters Agreement***

OSG and INSW entered into an employee matters agreement (the “Employee Matters Agreement”), which addressed the allocation and treatment of assets and liabilities relating to employees and compensation and benefit plans and programs in which INSW employees participated, including equity incentive plans. The Employee Matters Agreement also governed the transfer of employees between OSG and INSW in connection with the Distribution, and set forth certain obligations for reimbursements and indemnities between OSG and INSW. During the second quarter of 2017, the Employee Matters Agreement terminated.

### Results of Discontinued Operations

As a result of the spin-off transaction, the Company distributed \$895,650 in net assets of INSW, which has been reflected as a reduction to paid-in additional capital and accumulated other comprehensive loss in the accompanying consolidated balance sheet as of December 31, 2016 and statement of changes in equity/ (deficit) for the year ended December 31, 2016.

The table below presents statements of operations data for INSW, which has been classified as discontinued operations for the years ended December 31, 2016 and 2015.

	Years Ended December 31,	
	2016	2015
<b>Shipping revenues:</b>		
Pool revenues	\$ 226,329	\$ 360,218
Time and bareboat charter revenues	88,786	52,092
Voyage charter revenues	50,005	85,324
	<u>365,120</u>	<u>497,634</u>
<b>Operating expenses:</b>		
Voyage expenses	11,219	21,844
Vessel expenses	129,914	143,925
Charter hire expenses	32,790	36,802
Depreciation and amortization	73,039	80,962
General and administrative	17,900	17,628
Technical management transition costs	—	39
Spin-off related costs	16,763	—
Severance costs	243	—
Loss/(gain) on disposal of vessels and other property, including impairments	382,163	(4,459)
Total Operating Expenses	<u>664,031</u>	<u>296,741</u>
(Loss)/Income from Vessel Operations	(298,911)	200,893
Equity in Income of Affiliated Companies	44,067	45,546
Operating (Loss)/Income	<u>(254,844)</u>	<u>246,439</u>
Other (Expense)/Income	(968)	66
(Loss)/Income before Interest Expense, Reorganization Items and Taxes	<u>(255,812)</u>	<u>246,505</u>
Interest expense	36,430	42,970
(Loss)/Income before Reorganization Items and Income Taxes	<u>(292,242)</u>	<u>203,535</u>
Reorganization Items, net	—	—
(Loss)/Income before Income Taxes	<u>(292,242)</u>	<u>203,535</u>
Income Tax Provision	313	140
Net (Loss)/Income	<u>\$ (292,555)</u>	<u>\$ 203,395</u>

Corporate administrative expenses, reorganization costs, employee compensation and benefits related costs, severance costs and depreciation for certain administrative fixed assets were allocated to INSW through November 30, 2016, in accordance with the "Shared Services and Cost Sharing Agreement" and the "Cost Sharing Agreement" by and among, OSG, INSW and OBS. However, in accordance with the accounting standards for discontinued operations, only costs directly attributable to INSW are to be reported in the results from discontinued operations. As such, the allocated costs in the table above will differ from the costs allocated to INSW (and reported or to be reported by INSW) in accordance with the aforementioned cost sharing agreements as discussed further in Note 13, "Related Parties." Total indirect costs allocated to INSW that are included in continuing operations in the consolidated statement of operations are \$15,380, and \$29,969 for the years ended December 31, 2016 and 2015, respectively. Such amounts include reorganization items, net of \$131, and \$5,659 for the years ended December 31, 2016 and 2015, respectively.

Also, in accordance with the discontinued operations accounting standards, approximately \$12,264 of one-time separation costs incurred by OSG and that are directly attributable to the spin-off transaction have been classified in the loss from discontinued operations and are included in the table above.

#### ***Vessel and Investment in Joint Venture Impairments – Held for Sale Basis (Disposal Group)***

ASC 845 requires that the accounting for the distribution of nonmonetary assets to owners of an entity in a spinoff be based on the recorded amount (after reduction, if appropriate, for an indicated impairment of value). Based on ASC 505, the nonmonetary distribution of the assets of INSW constitute the disposal of a business. Accordingly, OSG's distribution of the shares of INSW to its stockholders on November 30, 2016 was recorded based on the carrying value of the INSW disposal group, after reduction for net impairment charges recognized for the excess of the carrying value of the INSW disposal group over its fair value, calculated on a held for sale basis.

The determination of fair value is highly judgmental. In estimating the fair value of INSW's vessels as of November 30, 2016 the Company considered the market and income approaches by using a combination of third party appraisals and discounted cash flow models prepared by the Company. In preparing the discounted cash flow models, the Company used a methodology consistent with the methodology and assumptions detailed in the "Vessel Impairment – Held for Use Basis" section below, and discounted the cash flows using its current estimate of INSW's weighted average cost of capital, of 9%.

The INSW disposal group includes an approximate 50% interest in two joint ventures. One joint venture operates four LNG Carriers. The other joint venture converted two ULCCs to Floating Storage and Offloading Service ("FSO") vessels. In estimating the fair value of INSW's investments in and advances to these joint ventures as of November 30, 2016, the Company utilized an income approach since there is a lack of comparable market transactions for the specially built assets held by the joint ventures, by preparing discounted cash flow models. In preparing the discounted cash flows models the Company used a methodology largely consistent with the methodology and assumptions detailed in the "Vessel Impairment – Held for Use Basis" section below, with the exception being that as the assets owned by the joint ventures serve under specific service contracts, the estimated charter rates for periods after the expiry of the existing contracts are based upon management's internally forecasted rates. The cash flows were discounted using the current estimated weighted average cost of capital for each joint venture, which ranged from 8.7% to 9.5% and took into consideration country risk, entity size and uncertainty with respect to the cash flows for periods beyond the current charter expiries.

Accordingly, the Company recorded a charge in the fourth quarter of 2016, as part of income/(loss) from discontinued operations of \$332,562 to reduce the carrying value of the disposal group to its estimated fair value, calculated on a held for sale basis.

#### ***Vessel Impairment – Held for Use Basis***

For INSW's International Flag fleet, the Company monitored the industry wide decline in vessel valuations during 2016 and specifically from June 30, 2016 to September 30, 2016, as well as the decline in forecasted near term charter rates, and concluded that declines in vessel valuations of up to 20% during the quarter ended September 30, 2016 for 28 vessels in its International Flag fleet with carrying values in excess of their estimated market values, constituted an impairment trigger event for these vessels as of September 30, 2016. In developing estimates of undiscounted future cash flows for performing Step 1 of the impairment tests, the Company made assumptions about future performance, with significant assumptions including charter rates, ship operating expenses, utilization, drydocking requirements, residual value and the estimated remaining useful lives of the vessels. These assumptions are based on historical trends as well as future expectations. The estimated daily time charter equivalent rates used for unfixed days were based on a combination of (i) internally forecasted rates that are consistent with forecasts provided to the Company's senior management and Board of Directors, and (ii) the trailing 12-year historical average rates, based on quarterly average rates published by a third party maritime research service. The internally forecasted rates were based on management's evaluation of current economic data and trends in the shipping and oil and gas industries. In estimating the fair value of the vessels for the purposes of step 2 of the impairment tests, the Company developed fair value estimates that utilized a market approach which considered an average of two vessel appraisals. Based on the tests performed, impairment charges totaling \$49,640 were recorded on two LRIs, an Aframax and a Panamax to write-down their carrying values to their estimated fair values at September 30, 2016. The aggregate fair value of the four impaired vessels totaling \$68,875 was determined using the market approach, which considers the expected sales prices of the vessels obtained from third-party appraisals.

The remaining 24 vessels tested had estimated undiscounted future cash flows in excess of their carrying values.

Because the determination of the fair value of the disposal group was based in part on an income approach, which utilized cash flow projections consistent with the most recent projections of the Company, such fair value estimate is considered to be Level 3 in the fair value hierarchy (See Note 10, “Fair Value of Financial Instruments, Derivatives and Fair Value Disclosures” for fair value hierarchy definitions).

#### NOTE 6 — VESSELS, OTHER PROPERTY AND DEFERRED DRYDOCK

Vessels and other property consist of the following:

	Years Ended December 31,	
	2017	2016
Vessels, at cost	\$ 849,713	\$ 892,022
Accumulated depreciation	(217,633)	(208,318)
Vessels, net	<u>632,080</u>	<u>683,704</u>
Other property, at cost	5,630	5,619
Accumulated depreciation and amortization	(5,201)	(4,855)
Other property, net	<u>429</u>	<u>764</u>
Total vessels and other property	<u>\$ 632,509</u>	<u>\$ 684,468</u>

On November 20, 2017, the Company sold one rebuilt ATB for \$1,055, net of broker commission of \$27. As a result of the sale, the Company recognized a loss of \$7,322, which is included in loss on disposal of vessels and other property, including impairments in the consolidated statements of operations.

At December 31, 2017, the Company’s owned vessel fleet with a weighted average age of 10.1 years, consisted of four Handysize Product Carriers, two lightering ATBs and seven clean ATBs. Four Handysize Product Carriers and seven clean ATBs are pledged as collateral under the Exit Financing Facilities. Vessels pledged as collateral under the Exit Financing Facilities have an aggregate carrying value of \$307,163.

Vessel activity, excluding construction in progress, for the three years ended December 31, 2017 is summarized as follows:

	Vessel Cost	Accumulated Depreciation	Net Book Value
Balance at December 31, 2014	\$ 1,156,064	\$ (262,028)	\$ 894,036
Vessel additions	53	—	
Depreciation	—	(51,364)	
Balance at December 31, 2015	1,156,117	(313,392)	842,725
Impairment	(264,095)	163,563	
Depreciation	—	(58,489)	
Balance at December 31, 2016	892,022	(208,318)	683,704
Impairment	(6,957)	1,079	
Depreciation	—	(37,681)	
Disposals	(35,352)	27,287	
Balance at December 31, 2017	<u>\$ 849,713</u>	<u>\$ (217,633)</u>	<u>\$ 632,080</u>

The total of vessel additions can differ from expenditures for vessels as shown in the consolidated statements of cash flows because of the timing of when payments were made.



Drydocking activity for the three years ended December 31, 2017 is summarized as follows:

	<b>2017</b>	<b>2016</b>	<b>2015</b>
Balance at January 1	\$ 31,172	\$ 58,166	\$ 33,087
Additions	8,787	2,626	45,046
Sub-total	39,959	60,792	78,133
Drydock amortization	(16,045)	(25,747)	(19,967)
Impairments	—	(3,873)	—
Balance at December 31	\$ 23,914	\$ 31,172	\$ 58,166

#### NOTE 7 — EQUITY METHOD INVESTMENT

Investment in affiliated company is comprised of the Company's 37.5% interest in Alaska Tanker Company, LLC, which manages vessels carrying Alaskan crude for BP West Coast Products, LLC ("BP"). In the first quarter of 1999, OSG, BP, and Keystone Shipping Company formed Alaska Tanker Company, LLC ("ATC") to manage the vessels carrying Alaskan crude oil for BP. ATC provides marine transportation services in the environmentally sensitive Alaskan crude oil trade. Each member in ATC is entitled to receive its respective share of any incentive charter hire payable by BP to ATC.

Under Rule 3-09 of Regulation S-X, we are required to file separate audited financial statements of Alaska Tanker Company, LLC, for the ended December 31, 2017. We expect to file those financial statements by amendment to our Annual Report on Form 10-K/A on or before March 30, 2018.

A condensed summary of the assets and liabilities of the equity method investment follows:

	<b>Years Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
Current assets	\$ 37,497	\$ 37,680
Total assets	\$ 37,497	\$ 37,680
Current liabilities	\$ 28,910	\$ 29,335
Non-current liabilities	9,865	10,301
Equity/(deficiency)	(1,278)	(1,956)
Total liabilities and equity/(deficiency)	\$ 37,497	\$ 37,680

A condensed summary of the results of operations of the equity method investments follows:

	<b>Years Ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>
Shipping revenues	\$ 106,894	\$ 110,503	\$ 126,331
Ship operating expenses	(96,901)	(100,752)	(116,267)
Income from vessel operations	9,993	9,751	10,064
Net income	\$ 9,993	\$ 9,751	\$ 10,064

## NOTE 8 — INTANGIBLE ASSETS

### *Intangible Assets*

Intangible assets activity for three years ended December 31, 2017 is summarized as follows:

	<b>Total</b>
Balance at January 1, 2015	\$ 54,817
Amortization	(4,600)
Balance at December 31, 2015	50,217
Amortization	(4,600)
Balance at December 31, 2016	45,617
Amortization	(4,600)
Balance at December 31, 2017	\$ 41,017

As discussed in Note 3, “Summary of Significant Accounting Policies,” the Company’s intangible assets at December 31, 2017 and 2016 consist of long-term customer relationships acquired as part of the 2006 purchase of Maritrans, Inc. The gross intangible assets were \$92,000 at December 31, 2017 and 2016. The unamortized balance of the Company’s intangible assets will be recognized over the remaining useful life, which is 9 years. Amortization of intangible assets for the 5 years subsequent to December 31, 2017 is expected to approximate \$4,600 per year.

## NOTE 9 — DEBT

Debt consists of the following:

	<b>December 31,</b>	
	<b>2017</b>	<b>2016</b>
8.125% notes due 2018, net of unamortized discount and deferred costs of \$0 and \$1,406	\$ —	\$ 80,213
OBS term loan, due 2019, net of unamortized discount and deferred costs of \$7,037 and \$11,102	448,251	444,186
7.5% Election 2 notes due 2021, net of unamortized discount and deferred costs of \$6 and \$8	295	293
7.50% notes due 2024	390	390
Total debt	448,936	525,082
Less current installments of long-term debt	28,160	—
Total long-term debt	\$ 420,776	\$ 525,082

The weighted average interest rate for debt outstanding as of December 31, 2017 and 2016 was 5.51% and 5.75%, respectively.

### *Exit Financing Facilities*

Capitalized terms used hereafter have the meaning given in this Annual Report on Form 10-K or in the respective transaction documents referred to below, including subsequent amendments thereto.

As discussed in Note 2, “Chapter 11 Filing and Emergence from Bankruptcy,” to support the Equity Plan, OSG and certain of its subsidiaries entered into secured debt facilities including: (i) a secured asset-based revolving loan facility of \$75,000, among the Parent Company, OBS, certain OBS subsidiaries, Wells Fargo Bank, National Association, as Administrative Agent, and the other lenders party thereto (the “OBS ABL Facility”), secured by a first lien on substantially all of the U.S. Flag assets of OBS and its subsidiaries and a second lien on certain other specified U.S. Flag assets; and (ii) a secured term loan of \$603,000, among the Parent Company, OBS, certain OBS subsidiaries, Jefferies Finance LLC (“Jefferies”), as Administrative Agent, and other lenders party thereto (the “OBS Term Loan”), secured by a first lien on certain specified U.S. Flag assets of OBS and its subsidiaries and a second lien on substantially all of the other U.S. Flag assets of OBS and its subsidiaries and collectively with the OBS ABL Facility and the OBS Term Loan, (the “Exit Financing Facilities”), among OSG, Jefferies, as Administrative Agent, and other lenders party thereto. On August 5, 2014, the available amount under the OBS Term Loan was drawn in full. At December 31, 2017 and 2016, no amounts had been drawn under the OBS ABL Facility.

The OBS Term Loan provides that OBS may request an increase of the term loan commitment by an amount which may not exceed the greater of (i) \$75,000 and (ii) an additional amount, if, after giving effect to the increase of such additional amount on a Pro Forma Basis, OBS is in compliance with a stated ratio for the Test Period most recently ended for which financial statements have been delivered to the Administrative Agent, provided that, among other terms and conditions, (a) no Default shall have occurred and be continuing or would occur after giving effect to such commitment increase and (b) immediately after giving effect to such increase, OBS shall be in compliance with the Loan to Value Test. However, no individual Lender is obligated to increase the amount of their loan commitment thereunder. The OBS Term loan matures in August 2019.

The OBS ABL Facility provides that OBS may request an increase of the revolving term loan commitments by up to \$25,000, provided that among other terms and conditions, (a) no Default shall have occurred and be continuing or would occur after giving effect to such commitment increase and (b) immediately before and after giving effect to such increase, Suppressed Availability may not be less than \$10,000. However, no individual Lender is obligated to increase the amount of their loan commitment thereunder. The OBS ABL Facility matures on February 5, 2019.

Interest on the Exit Financing Facilities is calculated, at the Company's option, based upon (i) an alternate base rate ("ABR") plus the applicable margin or (ii) Adjusted LIBOR plus the applicable margin. ABR is defined as the highest of (i) the Base Rate (the prime rate published in The Wall Street Journal), (ii) the Federal Funds Effective Rate plus 0.50%, (iii) the one-month Adjusted LIBOR Rate plus 1.00% and (iv) 2.00% per annum. The OBS ABL Facility applicable margin varies based upon undrawn availability under the commitment and is subject to certain pricing adjustments. The OBS ABL Facility provides for quarterly payment of commitment fees at a rate of 0.50% for each quarter during which the daily average Total Revolving Exposure is less than 50% of Total Revolving Commitments or 0.375% for each quarter during which the daily average the Total Revolving Exposure is greater than or equal to 50% of Total Revolving Commitments.

The applicable margins and floor interest rates for the Exit Financing Facilities is as follows:

Facility	OBS ABL Facility		OBS Term Loan	
	ABR	LIBOR	ABR	LIBOR
Rate				
Floor	None	None	2.00%	1.00%
Applicable Margin	1.25% - 1.75%	2.25% - 2.75%	3.25%	4.25%

The OBS Term Loan amortizes in equal quarterly installments in aggregate annual amounts equal to 1% of the original principal amount of the loans, adjusted for mandatory pre-payments. However, due to a \$20,000 prepayment made on May 16, 2016, the Company is no longer required to make the 1% annualized principal payments. The OBS Term Loan stipulates that if annual aggregate net cash proceeds of asset sales exceed \$5,000, the net cash proceeds from each such sale are required to be reinvested in fixed or capital assets within twelve months of such sale or be used to prepay the principal balance outstanding of the facility. The OBS Term Loan is subject to additional mandatory annual prepayments in an aggregate principal amount of up to 50% of Excess Cash Flow.

At December 31, 2017, the Company determined it had Excess Cash Flow under the OBS Term Loan. The mandatory prepayment of \$28,165 will be due during the first quarter of 2018 and is included in current installments of long-term debt on the consolidated balance sheets as of December 31, 2017.

The Exit Financing Facilities also contain certain restrictions relating to new borrowings, and the movement of funds between OBS and OSG (as Parent Company), which is not a borrower under the Exit Financing Facilities, as set forth in the respective loan agreements. The Parent Company's ability to receive cash dividends, loans or advances from OBS is restricted under the Exit Financing Facilities. The Available Amount for cash dividends, loans or advances to the Parent Company permitted under the OBS Term Loan was \$71,758 as of December 31, 2017.

During the year ended December 31, 2015, the Company paid fees aggregating \$642 in connection with the amendments to the Exit Financing Facilities described above, that were capitalized as deferred finance charges. (See Note 3, "Summary of Significant Accounting Policies" for additional information relating to deferred financing charges).

#### **Unsecured Senior Notes**

The Company had the following unsecured notes issued and outstanding as of December 31, 2017 and 2016.

*7.5% Notes (the "7.5% Notes")* – These notes were issued on March 7, 2003 and consisted of \$146,000 in face value, which were due on February 15, 2024. Pursuant to the Equity Plan, the Company issued two series of 7.50% Notes due February 15, 2021, one series in an aggregate principal amount of \$6,508 (the "Election 1 Notes") and the other series in an aggregate principal amount of \$138,708 (the "Election 2 Notes" and together with the Election 1 Notes, the "Election Notes") to holders of the 7.50% Notes due 2024 (the "2024 Notes") that elected to receive Election 1 Notes or Election 2 Notes, as the case may be. The outstanding Election 1 notes were repurchased and retired during the year ended December 31, 2015.

The Election 2 Notes have substantially the same terms as the 2024 Notes, other than the (i) the maturity date and (ii) definitions and provisions related to a holder's right to require the Company to repurchase such holder's Election 2 Notes upon the occurrence of certain changes in the ownership or control of OSG. Under the Third Supplemental indenture, such right is triggered only upon the occurrence of both, a Change of Control and a Rating Decline (each as defined in the Third Supplemental Indenture). The Election 2 Notes (i) accrue interest at the rate of 7.50% per annum from August 5, 2014, payable on February 15 and August 15 of each year, beginning on February 15, 2015, to holders of record on the immediately preceding February 1 and August 1; (ii) are the Company's general, unsecured obligations and rank equally and ratably in right of payment with its existing and future unsecured senior indebtedness; (iii) may not be redeemed prior to their maturity dates; (iv) are subject to repurchase upon certain changes of ownership or control (the provisions of which, as noted above, are different between the two series of notes); (v) are subject to certain covenants and limitations, including that the Company may not, directly or indirectly, Incur as such term (and all capitalized terms hereafter in this paragraph) are defined within the applicable indenture, assume or suffer to exist any Mortgage on or with respect to any property or assets, now owned or hereafter acquired, to secure any present or future Designated Debt without making effective provision for securing the notes in certain circumstances; and (vi) restrict the Company's ability to merge or consolidate with another person.

In addition, the Company had the following unsecured notes issued and outstanding as of December 31, 2016.

*8.125% Notes (the "8.125% Notes")* – These notes were issued on March 29, 2010 and consisted of \$300,000 in face value, which are due on March 30, 2018. As of the Effective Date, the 8.125% Notes were reinstated and contractual interest through the last missed coupon date was paid. The 8.125% Notes (i) are the Company's general, unsecured obligations and rank equally and ratably in right of payment with its existing and future unsecured senior indebtedness; (ii) may not be redeemed prior to their respective maturity dates; (iii) are subject to repurchase upon certain changes of ownership or control (as further described below); (iv) are subject to certain covenants and limitations, including that the Company may not, directly or indirectly, Incur, as such term (and all capitalized terms hereafter in this paragraph) is defined within the applicable indenture, assume or suffer to exist any Mortgage on or with respect to any property or assets, now owned or hereafter acquired, to secure any present or future Designated Debt without making effective provision for securing the notes in certain circumstances; and (v) restrict the Company's ability to merge or consolidate with another person. Upon a "Change of Control Triggering Event," which requires both a "Change of Control" and a "Rating Decline," as such terms are defined within the 8.125% Notes indenture, the Company would be obligated to make an offer to purchase all outstanding 8.125% Notes at a redemption price of 101% of the principal amount thereof plus accrued and unpaid interest thereon to the date of purchase. Additionally, upon certain Events of Default, the Trustee or the Holders of not less than 25% in aggregate principal amount of the outstanding 8.125% Notes may declare the entire unpaid principal of and accrued interest on the 8.125% Notes to be due and payable immediately.

#### ***Debt Repurchases, Extinguishments and Modifications***

In October 2015, the Board of Directors of the Company adopted and approved resolutions relating to a consent solicitation (the "Consent Solicitation") and a tender offer (the "Tender Offer"), whereby the Company was authorized to repurchase certain amounts of the Company's Unsecured Senior Notes. In addition, the Company also solicited consents from registered holders of the Unsecured Senior Notes to approve certain amendments to the applicable indenture governing such series of Unsecured Senior Notes. During the years ended December 31, 2017 and 2016, the Company repurchased and retired an aggregate principal amount of \$0 and \$294, respectively, of its 7.50% notes due 2024 and \$55,202 and \$37,345, respectively, of its 8.125% notes due 2018. The aggregate losses of \$2,495 and \$2,463 realized on these transactions during the years ended December 31, 2017 and 2016, respectively, are included in other expense in the consolidated statements of operations. The net losses reflect a \$504 and \$784 write-off of unamortized deferred finance costs associated with the repurchased debt during the years ended December 31, 2017 and 2016, respectively.

On December 27, 2017, the Company deposited cash in the amount of \$27,491 with The Bank of New York Mellon Trust Company, N.A., as trustee, to pay the principal of \$26,417 plus accrued and unpaid interest of \$514 on all of the outstanding 8.125% Notes ("Remaining Notes") on their stated maturity. As a result, the Company's obligations under the indenture and the Remaining Notes were satisfied and the indenture was cancelled and discharged. The aggregate loss of \$742 realized on this transaction during the year ended December 31, 2017 is included in other expense in the consolidated statements of operations. The net loss reflects a \$182 write-off of unamortized deferred finance costs.

During the year ended December 31, 2016, the Company made optional and mandatory prepayments on its OBS Term Loan of \$110,295 and open market repurchases of \$27,000. The aggregate net loss of \$525 realized on these transactions during the year ended December 31, 2016 is included in other expense in the consolidated statements of operations. The Company also recognized a \$3,940 write-off of unamortized original issue discount and deferred financing costs associated with the principal reductions, which were treated as partial extinguishments. Third party legal and consulting fees (aggregating approximately \$77) incurred by the Company in relation to the open market repurchases are included in general and administrative expenses in the consolidated statements of operations for the year ended December 31, 2016.

The following table summarizes interest expense, including amortization of issuance and deferred financing costs, commitment, administrative and other fees, recognized during the three years ended December 31, 2017 with respect to the Company's debt facilities:

Debt facility	Years Ended December 31,		
	2017	2016	2015
8.125% notes due 2018	\$ 5,568	\$ 10,200	\$ 22,779
OBS Facilities, due 2019	30,308	32,460	37,666
7.50% notes due 2021-2024	102	121	9,890
Total expense on debt facilities	\$ 35,978	\$ 42,781	\$ 70,335

As of December 31, 2017, the aggregate annual principal payments required to be made on the Company's debt are as follows:

2018	\$ 28,166
2019	427,123
2020	—
2021	301
2022	—
Thereafter	390
Total	\$ 455,980

Interest paid was \$31,283, \$37,875 and \$72,344 in December 31, 2017, 2016 and 2015, respectively.

## NOTE 10 — FAIR VALUE OF FINANCIAL INSTRUMENTS, DERIVATIVES AND FAIR VALUE DISCLOSURES

The following methods and assumptions were used to estimate the fair value of each class of financial instrument.

*Cash and cash equivalents and restricted cash*— The carrying amounts reported in the consolidated balance sheets for interest-bearing deposits approximate their fair value.

*Debt*— The fair values of the Company's publicly traded and non-public debt are estimated based on quoted market prices.

ASC 820, *Fair Value Measurements and Disclosures*, relating to fair value measurements, defines fair value and established a framework for measuring fair value. The ASC 820 fair value hierarchy distinguishes between market participant assumptions developed based on market data obtained from sources independent of the reporting entity and the reporting entity's own assumptions about market participant assumptions developed based on the best information available in the circumstances. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, essentially an exit price. In addition, the fair value of assets and liabilities should include consideration of non-performance risk, which for the liabilities described below includes the Company's own credit risk.

The levels of the fair value hierarchy established by ASC 820 are as follows:

- Level 1 - Quoted prices in active markets for identical assets or liabilities
- Level 2 - Quoted prices for similar assets and liabilities in active markets or inputs that are observable
- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities

### *Financial Instruments that are not Measured at Fair Value on a Recurring Basis*

The estimated fair values of the Company's financial instruments, other than derivatives, that are not measured at fair value on a recurring basis, categorized based upon the fair value hierarchy, at December 31, 2017 and 2016, are as follows:

	Carrying Value	Fair Value	
		Level 1	Level 2
December 31, 2017:			
Assets			
Cash (1)	\$ 166,269	\$ 166,269	\$ —
Total	<u>\$ 166,269</u>	<u>\$ 166,269</u>	<u>\$ —</u>
Liabilities			
OBS Term loan	\$ 448,251	\$ —	\$ 441,630
7.5% Election 2 notes due 2021	295	—	305
7.5% notes due 2024	390	—	380
Total	<u>\$ 448,936</u>	<u>\$ —</u>	<u>\$ 442,315</u>

	Carrying Value	Fair Value	
		Level 1	Level 2
December 31, 2016:			
Assets			
Cash (1)	\$ 206,933	\$ 206,933	\$ —
Total	\$ 206,933	\$ 206,933	\$ —
Liabilities			
8.125% notes due 2018	\$ 80,213	\$ —	\$ 84,935
OBS Term loan	444,186	—	442,199
7.5% Election 2 notes due 2021	293	—	303
7.5% notes due 2024	390	—	392
Total	\$ 525,082	\$ —	\$ 527,829

<sup>(1)</sup> Includes current and non-current restricted cash aggregating \$275 and \$15,844 at December 31, 2017 and 2016, respectively.

### Derivatives

#### Interest Rate Risk

The Company manages its exposure to interest rate volatility risks by using interest rate caps and swap derivative instruments. At December 31, 2017 and 2016, OBS was party to an interest rate cap agreement (“Interest Rate Cap”) with a start date of February 15, 2015 with a major financial institution covering a notional amount of \$375,000 to limit the floating interest rate exposure associated with the OBS Term Loan. The Interest Rate Cap was designated and qualified as a cash flow hedge and contains no leverage features. The Interest Rate Cap had a cap rate of 2.5% through February 5, 2017, at which time the cap rate increased to 3.0% through the termination date of February 5, 2018.

The following tables present information with respect to gains and losses on derivative positions reflected in the consolidated statements of operations or in the consolidated statements of other comprehensive income/(loss).

The effect of cash flow hedging relationships recognized in other comprehensive income/(loss) excluding amounts reclassified from accumulated other comprehensive loss (effective portion), including hedges of equity method investees, for the years ended December 31, 2017, 2016 and 2015 follows:

	For Years Ended December 31,		
	2017	2016	2015
Interest Rate Cap of continuing operations	\$ (2)	\$ (97)	\$ (1,537)
Interest rate caps of discontinued operations	—	(3)	(472)
Interest rate swaps of discontinued operations	—	(5,794)	(9,721)
Total	\$ (2)	\$ (5,894)	\$ (11,730)

The effect of cash flow hedging relationships on the consolidated statements of operations is presented excluding hedges of equity method investees. The effect of the Company's cash flow hedging relationships on the consolidated statement of operations for the years ended 2017 and 2016 is shown below:

<b>Statement of Operations</b>				
<b>Effective Portion of Gain/(Loss)</b>				
<b>Reclassified from</b>				
<b>Accumulated Other Comprehensive</b>				
<b>Loss</b>				
		<b>Ineffective Portion</b>		
Location	Amount of Loss	Location	Amount of Loss	
<b>For the year ended December 31, 2017:</b>				
Interest Rate Cap	Interest expense	\$ (1,423)	Interest expense	\$ —
Total		<u>\$ (1,423)</u>		<u>\$ —</u>
<b>For the year ended December 31, 2016:</b>				
Interest Rate Cap	Interest expense	\$ (339)	Interest expense	\$ —
Interest rate caps	Net (loss)/income from discontinued operations	(408)		—
Total		<u>\$ (747)</u>		<u>\$ —</u>
<b>For the year ended December 31, 2015:</b>				
Interest Rate Cap	Interest expense	\$ (1)	Interest expense	\$ —
Interest rate caps	Net (loss)/income from discontinued operations	(2)		—
Total		<u>\$ (3)</u>		<u>\$ —</u>

See Note 15, "Accumulated Other Comprehensive Loss," for disclosures relating to the impact of derivative instruments on accumulated other comprehensive loss.

#### ***Nonfinancial Instruments that are Measured at Fair Value on a Nonrecurring Basis***

##### ***Vessel Impairments***

Based on the sale of one of the Company's ATBs during the fourth quarter of 2017 (see Note 6, "Vessels, Other Property and Deferred Drydock"), the Company noted declines in the current fair market value for scrap metal in the U.S. for these vessel types. In addition, the Company determined that five of the Company's ATBs are more likely than not to be sold or disposed of during the next six to eighteen months, which is either at or towards the end of their estimated useful lives, at this lower scrap value. These factors were viewed as impairment triggering events for seven of the Company's rebuilt ATBs as of December 31, 2017. The indicators discussed above were not considered to be impairment triggering events for the other ATBs and tankers in the Company's fleet as these vessels (i) were fairly recently built and do not face the same commercial obsolescence issues faced by the rebuilt ATBs, and (ii) are currently operating under long-term charters or contracts of affreightment.

In developing estimates of undiscounted future cash flows for performing Step 1 of the impairment tests, management made assumptions about future performance, including estimated charter rates, ship operating expenses, utilization, drydocking requirements, salvage value and the estimated remaining useful lives of the vessels. The assumptions about the estimated remaining useful lives of the seven ATBs reflects management's current belief that the Company would dispose of these ATBs at the expiry of associated charters or before the performance of the next required drydocking. Based on tests performed, the sum of the undiscounted cash flows for four of the seven ATBs were less than their December 31, 2017 carrying values. Accordingly, the Company recorded an impairment charge of \$5,878, which is included in loss on disposal of vessels and other property, including impairments in the consolidated statements of operations, to write down the carrying values of the four



ATBs to their estimated fair values as of December 31, 2017, using estimates of discounted future cash flows for each of the vessels.

During the quarter ended September 30, 2016, the Company considered changes in circumstances that appeared to be indicative of a continued weakening of the Jones Act crude oil transportation market. Such indicators included a decline in the number of Jones Act tank vessels transporting crude oil, which led to (i) increased competition for clean cargoes and the idling of some Jones Act vessels; (ii) a sharp decrease in estimated spot rates for Jones Act Product Carriers and large ATBs between July and September 2016; and (iii) a significant decline in forecasted near term TCE rates reported by a leading third party industry analyst. These factors were viewed as an impairment triggering event for the Company's eight rebuilt ATBs at September 30, 2016. In addition, given the uncertainty around how long the weak market conditions discussed above could last taking into consideration the large number of newbuildings scheduled for delivery, management believed it was more likely than not that some of the rebuilt ATBs will be laid-up, scrapped or disposed of before the end of their estimated useful lives, which currently ranged between 2019 and 2020. The indicators discussed above were not considered to be impairment triggering events for the other ATBs and tankers in the Company's fleet as these vessels (i) were fairly recently built and do not face the same commercial obsolescence issues faced by the rebuilt ATBs, and (ii) are currently operating under long-term charters or contracts of affreightment.

In developing estimates of undiscounted future cash flows for performing Step 1 of the impairment tests, management made assumptions about future performance, with significant assumptions including charter rates, ship operating expenses, utilization, drydocking requirements, residual value and the estimated remaining useful lives of the vessels. The assumptions about the estimated remaining useful lives of the ATBs reflected management's belief that the Company would scrap these ATBs at the expiry of their time charters. Based on tests performed, the sum of the undiscounted cash flows for seven of the eight rebuilt ATBs were less than their September 30, 2016 carrying values. Accordingly, the Company recorded an impairment charge of \$97,782 (including \$3,873 recorded as a reduction in deferred drydock costs) to write down the carrying values of the seven ATBs to their estimated fair values as of September 30, 2016, using estimates of discounted future cash flows for each of the vessels (income approach) since the secondhand sale and purchase market for the type of vessels owned by OSG is not considered to be robust.

During the fourth quarter of 2016, the Company gave consideration as to whether events or changes in circumstances had occurred since September 30, 2016 that could indicate that the carrying amounts of the vessels in the Company's fleet may not be recoverable. The Company concluded that the decline in previously forecasted cash flows on one of the seven ATBs discussed above, due to a change in its expected deployment, constituted an impairment trigger event as of December 31, 2016. Based on the tests performed, an additional impairment charge of \$6,623 was recorded in December 2016.

During the third quarter of 2015, in evaluating whether or not certain events or circumstances existing at that time resulted in a triggering event for impairment testing of the fleet, management gave consideration to various indicators of a weakening of the Jones Act crude oil transportation market that began to materialize during the period. Based on tests performed, the sum of the undiscounted cash flows for each of the six rebuilt ATBs were in excess of their September 30, 2015 carrying values and no impairment was therefore recorded at that date. As of December 31, 2015, management determined that there had been no significant changes in the facts and circumstances that existed at the end of September 30, 2015 that would warrant a change to the assumptions utilized in the undiscounted cash flows analysis on the six rebuilt ATBs prepared at that date. Accordingly, no further analysis was performed as of December 31, 2015.

The principal assumptions used in the Company's cash flow projections of our vessels mentioned above for the three years ended December 31, 2017 are considered to be Level 3 inputs.

#### ***Valuation of Intangible Assets***

The Company's intangible assets at December 31, 2017 and 2016 consisted of long-term customer relationships acquired as part of the 2006 purchase of Maritrans, Inc. The long-term customer relationships are being amortized on a straight-line basis over 20 years.

In 2017 and 2016, the factors that were determined to be impairment triggering events for the Company's vessels discussed above, were also considered impairment triggering events for the carrying value of the Company's intangible asset. The Company reduced its estimates of undiscounted future cash flows to reflect consideration of the impairment triggering events. Based on the results of the recoverability test performed, no intangible asset impairment was recorded in 2017 or 2016 as the net undiscounted cash flows from the asset group, attributable to these relationships, were in excess of the carrying value of the asset group. The principal assumptions used in the undiscounted future cash flows for our intangible assets, which were similar to those used in our cash flow projections of our vessels, are considered Level 3 inputs.

**NOTE 11 — ACCOUNTS PAYABLE, ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES**

	Years Ended December 31,	
	2017	2016
Accounts payable	\$ 3,825	\$ 3,336
Payroll and benefits	9,194	24,683
Interest	4,129	5,456
Insurance	1,096	702
Accrued drydock and repair costs	151	62
Bunkers and lubricants	2,341	1,317
Charter revenues received in advance	5,217	9,579
Accrued vessel expenses	2,311	1,575
Accrued general and administrative, primarily professional fees	1,011	3,290
Bankruptcy claims accrual	—	5,000
Accrued deferred payment obligation for chartered in vessels	1,944	1,944
Other	3,001	278
	<u>\$ 34,220</u>	<u>\$ 57,222</u>

**NOTE 12 — TAXES**

As described in Note 5, INSW has been classified as discontinued operations and as a result the income tax impacts of INSW are not included in the below disclosures.

The benefit for income taxes on the income/(loss) from continuing operations before income taxes consists of the following:

	Years Ended December 31,		
	2017	2016	2015
Current	\$ (1,420)	\$ (2,296)	\$ 31,468
Deferred	59,047	67,394	69,564
Total	<u>\$ 57,627</u>	<u>\$ 65,098</u>	<u>\$ 101,032</u>

The current income tax expense is primarily attributable to U.S. federal alternative minimum tax and state income taxes and the deferred income tax benefit is primarily attributable to the remeasurement of the net deferred tax liabilities from 35.0% to 21.0%.

The reconciliations between the U.S. Federal statutory income tax rate and the effective tax rate follows:

	Years Ended December 31,		
	2017	2016	2015
U.S. federal statutory income tax rate	35.0 %	35.0 %	35.0 %
Adjustments due to:			
State taxes, net of federal benefit	76.5 %	(1.5)%	(1.3)%
Interest on unrecognized tax benefits	(5.9)%	1.8 %	(0.5)%
Nondeductible reorganization costs	— %	(9.0)%	(30.8)%
Unremitted earnings of foreign subsidiaries	— %	73.5 %	(237.5)%
Change in valuation allowance	(11.5)%	— %	— %
Deferred compensation	(10.7)%	(1.7)%	— %
Payments as guarantor	— %	— %	726.0 %
Remeasurement of deferred tax liabilities	3,292.9 %	— %	— %
U.S. income subject to tonnage tax	123.7 %	1.4 %	3.0 %
Other	(7.1)%	(1.1)%	(0.2)%
Effective tax rate	3,492.9 %	98.4 %	493.7 %

On December 22, 2017, the TCJA was signed into law. Under U.S. GAAP, deferred taxes must be adjusted for enacted changes in tax laws or rates during the period in which new tax legislation is enacted. As the TCJA was effective in the fourth quarter of 2017, the Company prepared an estimate of the accounting for the impacts of the TCJA as of December 31, 2017. The Company recognized a non-cash tax benefit of approximately \$54,300 based on our preliminary assessment of the TCJA. We will continue to analyze additional information and guidance related to the TCJA as supplemental legislation, regulatory guidance, or evolving technical interpretations become available. Consequently, reasonable estimates of the impact of the TCJA on the Company's deferred tax balances have been reported as provisional, as defined in SEC Staff Accounting Bulletin No. 118. We expect to complete our analysis no later than the fourth quarter of 2018.

The significant components of the Company's deferred tax liabilities and assets follow:

	December 31,	
	2017	2016
Deferred tax liabilities:		
Vessels and other property	\$ 133,347	\$ 227,846
Prepaid expenditures	7,236	13,553
Other—net	6	885
Total deferred tax liabilities	140,589	242,284
Deferred tax assets:		
Loss carryforwards	53,006	88,370
Employee compensation and benefit plans	5,507	12,232
Financing and professional fees	268	977
Accrued expenses and other	5,762	5,873
Total deferred tax assets	64,543	107,452
Valuation allowance	7,625	6,625
Net deferred tax assets	56,918	100,827
Net deferred tax liabilities	\$ 83,671	\$ 141,457

As of December 31, 2017, the Company had U.S. federal net operating loss carryforwards of \$281,942 which are available to reduce future taxes, if any. The federal net operating loss carryforwards begin to expire in 2034. Additionally, as of December 31, 2017 and December 31, 2016, the Company had U.S. state net operating loss carryforwards of \$244,026 and \$292,233, respectively. We also have U.S. state net operating loss carryforwards in additional jurisdictions for which we have not recorded a deferred tax asset or corresponding valuation allowance because we no longer conduct business in those states as of the year ended December 31, 2017 and December 31, 2016.

These U.S. state net operating loss carryforwards expire in various years ending from December 31, 2017 through December 31, 2036. The amount of net operating loss carryforwards reflected in this paragraph are presented on a tax return basis and differ from the amounts in the deferred tax table above, which reflect the future tax benefit of the losses and are reflected net of unrecognized tax benefits.

In connection with the emergence from bankruptcy in 2014, under applicable tax regulations, the Company underwent an ownership change. As a result, there is an annual limitation on the use of pre-ownership change net operating losses, tax credits and certain other tax attributes to offset taxable income earned after the ownership change. The annual limitation is equal to the product of the applicable long-term tax exempt rate and the value of the Company's stock immediately before the ownership change. This annual limitation may be adjusted to reflect any unused annual limitation for prior years and certain recognized built-in gains and losses for the year. The Company does not believe that the limitations imposed will impact its ability to utilize any pre-ownership change net operating losses before the carryforward period expires but could cause the timing of utilization to be impacted.

The Company assessed all available positive and negative evidence to determine whether sufficient future taxable income will be generated to permit use of existing deferred tax assets. For U.S. federal deferred tax assets, the Company concluded that sufficient positive evidence existed, primarily the result of reversing deferred tax liabilities during the carryover period. However, for certain state deferred tax assets, the negative evidence in the form of cumulative losses incurred over the preceding three-year period and lack of positive evidence of reversing deferred tax liabilities during the carryover period resulted in the Company establishing a valuation allowance of \$7,625 and \$6,625 as of December 31, 2017 and 2016, respectively, to recognize only the portion of the deferred tax asset that is more likely than not to be realized. The valuation allowance increased by \$1,000 during 2017 largely due to the Company's assessment of its ability to utilize state losses in the applicable carryforward periods.

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits (excluding interest and penalties):

	Years Ended December 31,		
	2017	2016	2015
Balance of unrecognized tax benefits as of January 1,	\$ 36,671	\$ 36,535	\$ 215,328
Increases for positions taken in prior years	569	136	358
Decreases for positions taken in prior years			(179,151)
Balance of unrecognized tax benefits as of December 31,	<u>\$ 37,240</u>	<u>\$ 36,671</u>	<u>\$ 36,535</u>

Included in the balances of unrecognized tax benefits as of December 31, 2017 and 2016 are \$36,884 and \$36,077, respectively, of tax benefits that, if recognized, would affect the effective tax rate.

The Company records interest and penalties on unrecognized tax benefits in its provision for income taxes. Accrued interest and penalties are included within the related liability for unrecognized tax benefit line in the consolidated balance sheet. As of the years ended December 31, 2017, 2016 and 2015, we accrued interest of \$76, \$58 and \$168, respectively, and recorded liabilities for interest and penalties of \$911, \$835 and \$777.

After taking into consideration tax attributes, such as net operating loss carryforwards and interest, the Company's unrecognized tax benefits represent a noncurrent reserve for uncertain tax positions of \$3,205 and \$3,129 as of December 31, 2017 and 2016, respectively.

The Company is currently undergoing an examination by the IRS of its 2012 through 2015 tax returns. Although the timing of the resolution or closure of audits is highly uncertain, at this time it is reasonably possible that between zero and \$37,240 of uncertain tax positions could be recognized within the next twelve months. The future utilization of state net operating losses could potentially subject the Company to state examinations prior to the otherwise applicable statute of limitation. States vary in carryforward periods but can extend up to 20 years.

## NOTE 13 — RELATED PARTIES

### *Transition Services Agreement and Other Spin-off Related Activity*

OSG earned fees totaling \$126 for services provided to INSW pursuant to the terms of the Transition Services Agreement for the year ended December 31, 2017. Approximately \$31 of such fees were earned as of December 31, 2016. OSG incurred fees totaling \$53 during the term of the TSA for services received from INSW for the year ended December 31, 2017. Approximately \$27 of such fees were incurred as of December 31, 2016.

The outstanding amounts related to the transactions between OSG and INSW were as follows:

	Years Ended December 31,	
	2017	2016
Receivable from INSW	\$ 372	\$ 683

Receivables due from INSW as of December 31, 2017 are primarily in relation to the Transition Services Agreement and amounts owed pursuant to the Separation and Distribution Agreement, as described in Note 5, "Discontinued Operations."

In connection with the Distribution, payments were made to or received from INSW totaling \$1,969 and \$9,857, respectively, for the settlement of allocated one-time separation costs, the transfer of assets and liabilities between OSG and INSW and amounts due for costs allocated pursuant to the "Shared Services and Cost Sharing Agreement" and the "Cost Sharing Agreement" by and among, OSG, INSW and OBS, that was in effect during the eleven months ended November 30, 2016.

### *Guarantees*

INSW entered into guarantee arrangements in connection with the spin-off on November 30, 2016, in favor of Qatar Liquefied Gas Company Limited (2) ("LNG Charterer") and relating to certain LNG Tanker Time Charter Party Agreements with the LNG Charterer and each of Overseas LNG H1 Corporation, Overseas LNG H2 Corporation, Overseas LNG S1 Corporation and Overseas LNG S2 Corporation (such agreements, the "LNG Charter Party Agreements," and such guarantees, collectively, the "LNG Performance Guarantees").

OSG continues to provide a guarantee in favor of the LNG Charterer relating to the LNG Charter Party Agreements (such guarantees, the "OSG LNG Performance Guarantees"). INSW will indemnify OSG for liabilities arising from the OSG LNG Performance Guarantees pursuant to the terms of the Separation and Distribution Agreement. The maximum potential liability associated with this guarantee is not estimable because obligations are only based on future non-performance events of charter arrangements. In connection with the OSG LNG Performance Guarantees, INSW will pay a per year fee of \$135 per year to OSG, which is subject to escalation after 2018 and will be terminated if OSG ceases to provide the OSG LNG Performance Guarantees.

## NOTE 14 — CAPITAL STOCK AND STOCK COMPENSATION

### *Change in Capital Structure*

See Note 2, "Chapter 11 Filing and Emergence from Bankruptcy," for information relating to the Equity Plan and Rights Offering. After its emergence from Bankruptcy, the Company had two classes of common stock whereby the holders of our common stock were entitled to one vote per share, and holders of the Class A common stock and Class B common stock were entitled to vote together as a class, on any matter to be voted upon by the stockholders, other than as described below.

Each Class A warrant represents the right to purchase one share of Class A common stock, subject in each case to the adjustments as provided pursuant to the terms thereof (see discussion relating to the reverse 1 for 6 split and the discussion under *Dividends* below). The warrants may be exercised at a price per share of Class A common stock, as applicable, of \$0.01, which shall be paid pursuant to a cashless exercise procedure. Warrants may be exercised at any time or from time to time on or before August 5, 2039, and will expire thereafter. Until they exercise their warrants, except as otherwise provided in the warrants, the holders of the warrants will not have the rights or privileges of holders of the Company's common stock, including any voting rights. Warrants may only be exercised by holders who establish to OSG's reasonable satisfaction that they or the person designated to receive the shares is a U.S. person or to the extent shares deliverable upon exercise would not constitute Non-Complying Shares (as defined in OSG's Amended and Restated Certificate of Incorporation). As of December

31, 2017, the Company had 50,306,574 Class A warrants outstanding, convertible into 9,558,249 shares of Class A common stock.

The Company's Class B common stock carried an entitlement to distribution of a percentage of the proceeds from the malpractice lawsuit against Proskauer Rose LLP ("Proskauer") and four of its partners, net of related out-of-pocket expenses incurred by us, including legal fees, all reasonable and documented costs and expenses incurred and all payments made or to be made by us in respect of certain counterclaims or pursuant to indemnification obligations, as determined by our Board of Directors ("the Board") in good faith (such net amount, the "Net Litigation Recovery"). The aggregate amount of the Net Litigation Recovery that was distributed to holders of the Class B common stock as of the relevant record date (the "Aggregate Available Distribution") was an amount equal to the product of the Net Litigation Recovery multiplied by 0.1. The holders of record of Class B common stock on the relevant record date were entitled to receive, in respect of each share of Class B common stock held by such holder, a pro rata portion of the Aggregate Available Distribution calculated as a fraction thereof, the numerator of which was one and the denominator of which was 7,926,805 (unadjusted for subsequent reverse stock split as this was a fixed calculation at a point in time).

On May 13, 2016, all holders of Class B common stock and Class B warrants as of May 9, 2016 received a distribution from the Company representing their pro-rata share of the Net Litigation Recovery. On May 27, 2016, pursuant to the Company's Amended and Restated Certificate of Incorporation, and the warrant agreement governing the Class B warrants, each Class B common share and Class B warrant automatically converted to a Class A common share and Class A warrant, respectively.

On June 2, 2016, the Board authorized the Company to take action to transfer the listing of its Class A common stock to the New York Stock Exchange from the NYSE MKT (the "Transfer"). In conjunction with the Transfer, the Board approved the Reverse Split Amendment to the Company's Amended and Restated Certificate of Incorporation. The Reverse Split Amendment effected a one (1) for six (6) reverse stock split and corresponding reduction of the number of authorized shares of Class A common stock and Class B common stock, par value \$0.01 per share. On June 7, 2016, the Company filed the Reverse Split Amendment with the Secretary of State of the State of Delaware. The Reverse Split Amendment became effective on June 13, 2016. As previously reported, the Company's stockholders approved the filing of the Reverse Split Amendment at the Company's annual meeting of stockholders held on June 9, 2015. The Transfer was approved by the New York Stock Exchange on June 23, 2016. In order to account for the impact of the reverse stock split, holders of the Company's outstanding Class A warrants will receive, upon exercise, 0.190 shares of Class A common stock per warrant exercised.

Unless otherwise noted, all of the share and per share information below has been recast to reflect the impact of the reverse stock split.

On November 30, 2016, the Company completed the separation of its business into two independent publicly-traded companies through the spin-off of INSW. On the Distribution Date, each holder of OSG common stock received 0.3333 shares of INSW's common stock for every share of OSG common stock held on the Record Date. Each holder of OSG warrants received 0.3333 shares of INSW's common stock for every one share of OSG common stock they would have received if they exercised their warrants immediately prior to the Distribution.

#### ***Ownership Restrictions***

In order to preserve the status of OSG as a Jones Act company, the percentage of each class of its common stock that may be owned by non-U.S. citizens is limited. In addition, the Company has established policies and procedures to ensure compliance with the Jones Act. In order to provide a reasonable margin for compliance with the Jones Act, our Board of Directors has determined that until further action by our Board, at least 77% of the outstanding shares of each class of capital stock of the Company must be owned by U.S. citizens. At and during such time that the limit is reached with respect to shares of Class A common stock as applicable, we will be unable to issue any further shares of such class of common stock or approve transfers of such class of common stock to non-U.S. citizens until the holdings of non-U.S. citizens falls below the maximum percentage allowable.

#### ***Dividends***

On February 29, 2016, the Company's Board of Directors declared a cash dividend of \$0.08 per share of common stock payable prior to the end of March 2016. In addition, in connection with the cash dividend, in accordance with the terms of the outstanding warrants for OSG's Class A and Class B common stock, those warrants were automatically adjusted so that exercising holders received additional shares of Class A common stock reflecting the payment of the cash dividend.

On November 20, 2015, the Company's Board approved a stock dividend of Class A common stock, whereby on December 17, 2015, all stockholders of record of the Company's Class A and B common stock as of December 3, 2015 (the "record date"), received a dividend of one-tenth of one share of Class A common stock for each share of Class A common stock and Class B common stock held by them as of the record date. Holders of the Company's outstanding Class A and Class B warrants were entitled to receive, upon exercise, 0.1 additional shares of Class A common stock per warrant exercised, in order to account for the dilutive impact of the stock dividend.

#### ***Share and Warrant Repurchases***

During the year ended December 31, 2017, in connection with the vesting of restricted stock units in March, November and December, the Company repurchased 246,461 shares of Class A common stock at an average cost of \$4.55 per share (based on the market prices on the dates of vesting) from certain members of management to cover withholding taxes.

During the year ended December 31, 2016, in connection with the vesting of restricted stock units in January, March, April and September, the Company repurchased 25,885 shares of Class A common stock at an average cost of \$14.06 per share (based on the market prices on the dates of vesting) from certain members of management to cover withholding taxes.

During the year ended December 31, 2016, the Company repurchased 106,350 shares of its Class A common stock in open-market purchases on the NYSE MKT at an average price of \$12.23 per share, for a total cost of \$1,301. In addition, during the years ended December 31, 2016 and 2015, the Company repurchased 55,306,351 and 1,219,202 Class A warrants, respectively, in private transactions with non-affiliates at an average per share equivalent cost of \$11.31 and \$16.25, respectively, for a total cost of \$118,041 and \$3,633, respectively.

#### ***Warrant Conversions***

During the years ended December 31, 2017, 2016 and 2015, the Company issued 7,629,319, 8,247,648 and 3,277,309 shares of Class A common stock, respectively, as a result of the exercise of 40,269,797, 43,835,170 and 19,688,119 Class A warrants, respectively.

During the years ended December 31, 2016 and 2015, the Company issued 7,833 and 396,025 shares of Class B common stock, respectively, as a result of the exercise of 46,997 and 2,381,811 Class B warrants, respectively.

#### ***Management Incentive Compensation Plan and Non-Employee Director Incentive Compensation Plan***

On September 23, 2014, the Committee approved the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "Management Plan") and the Overseas Shipholding Group, Inc. Non-Employee Director Incentive Compensation Plan (the "Director Plan" and together with the Management Plan, the "Incentive Plans"). OSG stockholders approved the Incentive Plans on June 9, 2015. On June 6, 2017, at the annual stockholders meeting, the Company's stockholders approved an increase to the maximum number of shares for issuance under the Director Plan by 1,500,000 shares.

The Incentive Plans contain anti-dilution provisions whereby in the event of any change in the capitalization of the Company, the number and type of securities underlying outstanding share based payment awards must be adjusted, as appropriate, in order to prevent dilution or enlargement of rights. The impact of these provisions resulted in a modification of all outstanding share based payment awards upon the stock dividend, reverse stock split and spin-off transactions described above. As the fair value of the awards immediately after the stock dividend, reverse stock split and spin off transactions, did not increase when compared to the fair value of such awards immediately prior to such transactions, no incremental compensation costs were recognized as a result of such modifications. Pursuant to the Employee Matters Agreement described in Note 5, "Discontinued Operations," and below, unvested share based payment awards of OSG employees that transitioned to INSW were assumed by INSW and converted into equivalent awards of INSW's equity.

The purpose of the Incentive Plans is to promote the interests of the Company and its stockholders by providing certain employees and members of the Board, who are largely responsible for the management, growth and protection of the business of the Company, with incentives and rewards to encourage them to continue in the service of the Company. The Incentive Plans permit the Committee to grant to eligible employees and directors of the Company, as applicable, any of the following types of awards (or any combination thereof): cash incentive awards, nonqualified stock options, incentive stock options and other stock-based awards, including, without limitation, stock appreciation rights, phantom stock, restricted stock, restricted stock units, performance shares, deferred share units and share-denominated performance units.

### ***Stock Compensation***

The Company accounts for stock compensation expense in accordance with the fair value based method required by ASC 718, *Compensation – Stock Compensation*. Such fair value based method requires share based payment transactions to be measured based on the fair value of the equity instruments issued.

### ***Director Compensation - Restricted Stock Units and Restricted Common Stock***

The Company awarded a total of 253,700 restricted stock units for the year ended December 31, 2017 and 74,201 and 54,881 restricted Class A common stock shares during the years ended December 31, 2016 and 2015, respectively, to its non-employee directors. The weighted average fair value of the Company's stock on the measurement date of such awards was \$2.68 (2017) \$11.64 (2016) and \$18.87 (2015) per share. Such restricted stock units and restricted Class A common stock shares vest in full on the earlier of the next annual meeting of the stockholders or the first anniversary of the grant date, subject to each director continuing to provide services to the Company through such date. The restricted stock units and restricted Class A common stock shares granted may not be transferred, pledged, assigned or otherwise encumbered prior to vesting. Prior to the vesting date, a holder of restricted share awards has all the rights of a stockholder of the Company, including the right to vote such shares and the right to receive dividends paid with respect to such shares at the same time as common stockholders generally.

On March 3, 2015, Mr. John J. Ray, III resigned from the Board. Pursuant to a waiver letter agreement entered into by the Company and Mr. Ray in connection with his resignation, 5,380 shares of the 9,722 shares originally granted to Mr. Ray, relating to his period of service as a director, vested on March 3, 2015. The balance of his restricted stock awards (4,342 shares) was forfeited and cancelled. The incremental compensation expense recognized as a result of the difference between the grant date fair value of the vested shares and estimated fair value of the Company's Class A common stock on March 3, 2015 was approximately \$8.

On August 3, 2015, Mr. Alexander Greene and Mr. Nikolaus Semaca resigned from the Board. Pursuant to waiver letter agreements entered into between the Company and each of such former directors in connection with their resignations, a total of 20,829 shares originally granted these directors vested in full on August 7, 2015. The incremental compensation expense recognized as a result of the accelerated vesting and the difference between the grant date fair value of the vested shares and the estimated fair value of the Company's Class A common stock on August 7, 2015 was approximately \$189. The Company also entered into consulting agreements with each of Messrs. Greene and Semaca for the provision of advisory services as requested from time to time at the discretion of the Chairman of the Board. During the consulting period which terminated on June 30, 2016, Messrs. Greene and Semaca each received a quarterly fee of approximately \$37.

### ***Management Compensation***

#### ***Restricted Stock Units***

During the years ended December 31, 2017, 2016 and 2015, the Company awarded 165,017, 381,922 and 280,545 time-based restricted stock units ("RSUs") to certain of its employees, including senior officers. The average grant date fair value of these awards was \$4.04 (2017), \$9.93 (2016) and \$18.65 (2015), per RSU. Each RSU represents a contingent right to receive one share of Class A common stock upon vesting. Each award of RSUs will vest in equal installments on each of the first three anniversaries of the grant date. RSUs may not be transferred, pledged, assigned or otherwise encumbered until they are settled. Settlement of vested RSUs may be in either shares of Class A common stock or cash, as determined at the discretion of the Human Resources and Compensation Committee, and shall occur as soon as practicable after the vesting date. If the RSUs are settled in shares of common stock, following the settlement of such shares, the grantee will be the record owner of the shares of Class A common stock and will have all the rights of a stockholder of the Company, including the right to vote such shares and the right to receive dividends paid with respect to such shares of Class A common stock. RSUs which have not become vested as of the date of a grantee's termination from the Company will be forfeited without the payment of any consideration, unless otherwise provided for.

In addition, during the year ended December 31, 2017, the Company awarded 103,945 shares to certain of its senior officers of the Company's common stock, net of all taxes, which vested immediately. The average grant date fair value of these awards was \$2.81.



During the year ended December 31, 2017, the Company awarded 63,532 performance-based RSUs to its senior officers. Each performance stock unit represents a contingent right to receive RSUs based upon continuous employment through the end of the three-year performance period commencing on January 1, 2017 and ending on December 31, 2019 (the "Performance Period") and shall vest as follows: (i) one-half of the target RSUs shall vest and become nonforfeitable subject to OSG's return on invested capital ("ROIC") performance in the three-year ROIC performance period relative to a target rate (the "ROIC Target") set forth in the award agreements (the formula for ROIC is net operating profit after taxes divided by the net of total debt plus stockholders equity less cash); and (ii) one-half of the target RSUs will be subject to OSG's three-year total stockholder return ("TSR") performance relative to that of a performance peer group over a three-year TSR performance period ("TSR Target"). The peer group consists of companies that comprise the Standard and Poor's Transportation Select Index during the Performance Period. Vesting is subject in each case to the Human Resources and Compensation Committee's certification of achievement of the performance measures and targets no later than March 31, 2020.

Both the ROIC target RSUs and the TSR target RSUs are subject to an increase up to a maximum of 47,647 target RSUs (aggregate 95,294 target RSU's) or decrease depending on performance against the applicable measure and targets. The ROIC performance goal is a performance condition which, as of December 31, 2017, management believed was considered probable of being achieved. Accordingly, compensation costs have been recognized. The grant date fair value of the performance awards was \$4.04 per RSU.

During the year ended December 31, 2016, the Company awarded 119,853 performance-based RSUs to its senior officers. Each performance stock unit represents a contingent right to receive RSUs based upon the covered employees being continuously employed through the end of the period over which the performance goals are measured and shall vest as follows: (i) one-third of the target RSUs shall vest on December 31, 2018, subject to OSG's three-year earnings per share ("EPS") performance in the three-year EPS performance period relative to a compounded annual growth rate (the "EPS Target") set forth in the award agreements; (ii) one-third of the target RSUs shall vest on December 31, 2018, subject to OSG's ROIC performance in the three-year ROIC performance period relative to a ROIC Target set forth in the award agreements; and (iii) one-third of the target RSUs will be subject to OSG's TSR performance relative to that of a performance peer group over a three-year TSR performance period. Vesting is subject in each case to the Human Resources and Compensation Committee's certification of achievement of the performance measures and targets no later than March 31, 2019. The grant date fair value of the TSR based performance awards was \$11.82 per RSU. At December 31, 2016, no compensation costs were recognized as management believed the EPS Target and ROIC Target performance conditions were not probable of being achieved.

In addition, during the year ended December 31, 2016, the Company granted 38,547 performance-based RSUs (which represented the 2016 tranche of the October 12, 2015 awards described below) to certain members of senior management. The grant date fair value of the performance awards was determined to be \$11.82 per RSU. Each performance stock unit represents a contingent right to receive RSUs based upon certain performance related goals being met and the covered employees being continuously employed through the end of the period over which the performance goals are measured. These performance awards vested on December 31, 2016, subject in each case to the Human Resources and Compensation Committee's certification of achievement of the performance measures and targets no later than March 31, 2017. Achievement of the performance condition in this award was considered probable and accordingly, compensation cost was recognized commencing on March 30, 2016, the grant date of the award. However, as a result of the INSW spin off transaction, the outstanding unvested performance based RSU awards held by the members of senior management that remained with OSG, but terminated employment with the Company shortly after the spinoff date, were forfeited. As noted above, the awards granted to former members of OSG senior management that transitioned to INSW were cancelled.

On October 12, 2015, the Company awarded 115,640 performance-based RSUs to certain members of senior management to be granted in three equal but separate tranches. The grant date fair value of the 2015 Tranche of the performance awards (38,547 units) was determined to be \$14.51 per RSU. Each performance stock unit represents a contingent right to receive RSUs of the Company based upon certain performance related goals being met and the covered employees being continuously employed through the end of the period over which the performance goals are measured. The performance stock units have no voting rights and may not be transferred or otherwise disposed of until they vest. Each performance award tranche granted during 2016, 2017 and 2018, will vest on each of December 31, 2016, 2017 and 2018, subject in each case to the Committee's certification of achievement of the performance measures and targets no later than each March 31 following the respective date of vesting. Settlement of the vested RSUs may be in either shares of common stock or cash, as determined by the Committee in its discretion, and shall occur as soon as practicable following the Committee's certification of the achievement of the applicable performance measures and targets for 2017 and in any event no later than April 30, 2018. With respect to the RSUs that may vest with respect to each of 2016, 2017 and 2018, the number of target RSUs shall be subject to an increase or decrease depending on performance against the applicable performance measures and targets. Compensation expense recognized with respect to the performance awards vesting on December 31, 2017 and 2016 was based upon an achievement levels of 100% and 130%, respectively, of the target RSUs.

### ***Stock Options***

During the years ended December 31, 2017, 2016 and 2015, the Company awarded to certain senior officers an aggregate of 135,084, 528,304, and 182,310 stock options, respectively. Each stock option represents an option to purchase one share of Class A common stock for an exercise price of \$4.04 per share for 2017, an exercise price that ranged between \$3.73 and \$12.69 per share for 2016 and an exercise price of \$17.10 per share for 2015. The average grant date fair value of the options was \$1.89 per option in 2017, \$10.83 in 2016 and \$8.40 in 2015. Stock options may not be transferred, pledged, assigned or otherwise encumbered prior to vesting. Each stock option will vest in equal installments on each of the first three anniversaries of the award date. The stock options expire on the business day immediately preceding the tenth anniversary of the award date. If a stock option grantee's employment is terminated for cause (as defined in the applicable Form of Grant Agreement), stock options (whether then vested or exercisable or not) will lapse and will not be exercisable. If a stock option grantee's employment is terminated for reasons other than cause, the option recipient may exercise the vested portion of the stock option but only within such period of time ending on the earlier to occur of (i) the 90th day ending after the option recipient's employment terminated and (ii) the expiration of the options, provided that if the Optionee's employment terminates for death or disability the vested portion of the option may be exercised until the earlier of (i) the first anniversary of employment termination and (ii) the expiration date of the options.

The fair values of the options granted were estimated on the dates of grant using the Black-Scholes option pricing model with the following weighted average assumptions for 2017, 2016 and 2015 grants: risk free interest rates of 2.09%, 1.65% and 1.80%, respectively, dividend yields of 0.0%, expected stock price volatility factors of .47, .40 and .37, respectively, and expected lives of 6.0 years.

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions, including the expected stock price volatility. Since the Company's stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in management's opinion, the existing models do not necessarily provide a reliable single measure of the fair value of its stock options.

### ***Employee Terminations and Retirements and Impact of Spinoff***

On July 29, 2016, Mr. Henry Flinter retired from his position as President of the Company's U.S. Flag operations. Pursuant to his employment agreement, as amended on March 30, 2016, all of his unvested stock option awards, time-based RSUs and performance-based RSUs vested in full (per the terms of his agreement, performance-based RSUs vested at target performance) on July 29, 2016. The incremental compensation expense recognized as a result of the accelerated vesting and the difference between the grant date fair value of the vested shares and the fair value of the Company's Class A common stock on July 29, 2016 was approximately \$23. The Human Resources and Compensation Committee of the Company's Board elected to settle the vested equity awards (with the exception of certain performance-based RSUs that by their terms are not settled until the first quarter of 2018) in cash. Severance costs of approximately \$2,238 were recognized during the year in relation to Mr. Flinter's separation from the Company, of which \$789 was as a result of the accelerated vesting of his share based compensation awards. Also see Note 19, "Severance and Agreements with Executive Officers."

On December 29, 2016, Captain Ian Blackley retired from his position as Chief Executive Officer of the Company. Pursuant to his employment agreement, as amended on March 30, 2016 and August 3, 2016, all of his unvested stock option awards and time-based RSUs vested in full on December 29, 2016. Stock compensation expense, net of forfeitures, totaling \$1,251 was recognized in December 2016 as a result of the accelerated vesting of his time-based RSU and stock option awards offset by the related forfeitures of his unvested performance-based RSU awards.

On December 29, 2016, Mr. Rick Oricchio retired from his position as Chief Financial Officer of the Company. Pursuant to his employment agreement, as amended on March 30, 2016 and August 3, 2016, all of his unvested stock option awards, and time-based RSU awards vested in full on December 29, 2016. Stock compensation expense, net of forfeitures, totaling \$984 was recognized in December 2016 as a result of the accelerated vesting of his share based compensation awards and the related forfeitures of his unvested performance-based RSU awards.

The spin-off transaction resulted in the Human Resources and Compensation Committee, as required by the Management and Director Incentive Plans, adjusting the number and the type of securities underlying the outstanding awards at November 30, 2016, in each case as it considered appropriate, in order to prevent dilution or enlargement of rights. The adjustments resulted in a 430,841 increase in restricted stock and restricted stock units and a 581,332 increase in stock options. Additionally, as a result of certain employees transferring from OSG to INSW, 177,635 restricted stock units and 205,427 stock options were cancelled.

For the Incentive Plans, compensation expense is recognized over the vesting period, contingent or otherwise, applicable to each grant, using the straight-line method. Compensation expense as a result of the restricted shares and RSU awards described above was \$2,107, \$5,198 and \$3,139 during each of the years ended December 31, 2017, 2016 and 2015, respectively.

Activity with respect to restricted common stock and restricted stock units under the Incentive Plans during the three years ended December 31, 2017 is summarized as follows:

<b>Activity for the three years ended December 31, 2017</b>	<b>Class A common shares</b>
Nonvested Shares Outstanding at December 31, 2014	90,163
Granted <sup>(1)</sup>	871,439
Vested (\$3.00 to \$3.65 per share) <sup>(1)</sup>	(160,835)
Forfeited <sup>(1)</sup>	(4,342)
Performance awards <sup>(2)</sup>	11,564
Nonvested Shares Outstanding at December 31, 2015	807,989
Granted <sup>(1)</sup>	614,523
Vested (\$2.87 to \$21.90 per share) <sup>(1)</sup>	(1,025,212)
Forfeited	(88,228)
INSW Spin off modification	430,841
Cancellations related to INSW Spin-off	(177,635)
Nonvested Shares Outstanding at December 31, 2016	562,278
Granted	586,194
Vested (\$2.28 to \$4.04 per share)	(323,086)
Forfeited (\$2.48 to \$2.97 per share)	(164,387)
Nonvested Shares Outstanding at December 31, 2017	660,999

(1) Share information has been recast to reflect the 2016 reverse stock split and 2015 stock dividend.

(2) Represents additional shares resulting from an increase in performance awards vesting on December 31, 2016 and 2015 based on the actual achievement of performance goals.

Activity with respect to stock options under the Incentive Plans during the three years ended December 31, 2017 is summarized as follows:

<b>Activity for the three years ended December 31, 2017</b>	<b>Class A common shares</b>
Options Outstanding at December 31, 2014	86,229
Granted <sup>(1)</sup>	182,310
Exercised	—
Options Outstanding at December 31, 2015	268,539
Granted <sup>(1)</sup>	528,304
Forfeited	(2,674)
Expired	(55,971)
Exercised	—
INSW Spin off modification	581,332
Cancellations related to INSW Spin-off	(205,427)
Options Outstanding at December 31, 2016	1,114,103
Granted	135,804
Forfeited (\$2.84 per share)	(140,345)
Expired (\$3.35 to \$4.00 per share)	(737,669)
Exercised	—
Options Outstanding at December 31, 2017	371,893
Options Exercisable at December 31, 2017	99,272

(1) Share information has been recast to reflect the 2016 reverse stock split and 2015 stock dividend.

The weighted average remaining contractual life of the outstanding stock options at December 31, 2017 was 7.33 years. The range of exercise prices of the stock options outstanding at December 31, 2017 was between \$4.04 and \$5.57 per share (which reflects an adjustment as a result of the stock dividend and reverse spin modification and INSW spin off described above). The weighted average exercise prices of the stock options outstanding at December 31, 2017, 2016 and 2015 were \$5.27, \$6.69 and \$2.96 per share, respectively. None of the stock options which vested during the three-year period ended December 31, 2017 were “in-the-money.”

Compensation expense as a result of the grants of stock options described above was \$281, \$2,243 and \$441 during each of the years ended December 31, 2017, 2016, and 2015, respectively.

As of December 31, 2017, there was \$1,770 of unrecognized compensation cost related to nonvested share-based compensation arrangements. That cost is expected to be recognized over a weighted average period of 1.87 years.

#### **NOTE 15 — ACCUMULATED OTHER COMPREHENSIVE LOSS**

The components of accumulated other comprehensive loss, net of related taxes, in the consolidated balance sheets follow:

	<b>Years Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
Unrealized losses on derivative instruments	\$ (112)	\$ (1,019)
Items not yet recognized as a component of net periodic benefit cost (pension and other postretirement benefit plans)	(6,350)	(7,141)
	<u>\$ (6,462)</u>	<u>\$ (8,160)</u>

The following tables present the changes in the balances of each component of accumulated other comprehensive loss, net of related taxes, for the three years ended December 31, 2017.

	Unrealized losses on cash flow hedges	Items not yet recognized as a component of net periodic benefit cost (pension and other postretirement plans)	Total
Balance as of December 31, 2016	\$ (1,019)	\$ (7,141)	\$ (8,160)
Current period change, excluding amounts reclassified from accumulated other comprehensive loss	—	438	438
Amounts reclassified from accumulated other comprehensive loss	907	353	1,260
Total change in accumulated other comprehensive loss	907	791	1,698
Balance as of December 31, 2017	<u>\$ (112)</u>	<u>\$ (6,350)</u>	<u>\$ (6,462)</u>
Balance as of December 31, 2015	\$ (54,620)	\$ (18,841)	\$ (73,461)
Current period change, excluding amounts reclassified from accumulated other comprehensive loss	(5,982)	(4,055)	(10,037)
Amounts reclassified from accumulated other comprehensive loss	16,293	700	16,993
Distribution of International Seaways, Inc.	43,290	15,055	58,345
Total change in accumulated other comprehensive loss	53,601	11,700	65,301
Balance as of December 31, 2016	<u>\$ (1,019)</u>	<u>\$ (7,141)</u>	<u>\$ (8,160)</u>
Balance as of December 31, 2014	\$ (61,547)	\$ (21,833)	\$ (83,380)
Current period change, excluding amounts reclassified from accumulated other comprehensive loss	(11,177)	2,581	(8,596)
Amounts reclassified from accumulated other comprehensive loss	18,104	411	18,515
Total change in accumulated other comprehensive loss	6,927	2,992	9,919
Balance as of December 31, 2015	<u>\$ (54,620)</u>	<u>\$ (18,841)</u>	<u>\$ (73,461)</u>

The following table presents information with respect to amounts reclassified out of accumulated other comprehensive loss for the three years ended December 31, 2017.

Accumulated Other Comprehensive Loss Component	Years Ended December 31,			Statement of Operations Line Item
	2017	2016	2015	
Unrealized losses on cash flow hedges:				
Interest rate swaps entered into by the Company's equity method joint venture investees	—	(15,664)	(18,101)	Net (loss)/income from discontinued operations
Interest rate caps entered into by the Company's subsidiaries	(1,421)	(339)	(1)	Interest expense
Interest rate caps entered into by the Company's subsidiaries	—	(408)	(2)	Net (loss)/income from discontinued operations
Items not yet recognized as a component of net periodic benefit cost (pension and other postretirement plans):				
Net periodic benefit costs associated with pension and postretirement benefit plans for shore-based employees	(666)	(645)	(232)	General and administrative expenses
Net periodic benefit costs associated with pension and postretirement benefit plans for shore-based employees	—	(365)	(482)	Net (loss)/income from discontinued operations
Net periodic benefit costs associated with pension and postretirement benefit plans for seagoing employees	150	131	80	Vessel expenses
	(1,937)	(17,290)	(18,738)	Total before tax
	677	297	223	Tax provision
	<u>\$ (1,260)</u>	<u>\$ (16,993)</u>	<u>\$ (18,515)</u>	Total net of tax

The following amounts are included in accumulated other comprehensive loss at December 31, 2017, which have not yet been recognized in net periodic cost: unrecognized prior service credits of \$2,075 (\$1,940 net of tax) and unrecognized actuarial losses \$11,912 (\$8,290 net of tax). The prior service credit and actuarial loss included in accumulated other comprehensive loss and expected to be recognized in net periodic cost during 2018 are a gain of \$229 (\$181 net of tax) and a loss of \$568 (\$449 net of tax), respectively.

At December 31, 2017, the amount of estimated unrealized losses that the Company expects to be reclassified from accumulated other comprehensive loss to earnings associated with the Company's Interest Rate Cap in the next twelve months is not significant.

See Note 10, "Fair Value of Financial Instruments, Derivatives and Fair Value," for additional disclosures relating to derivative instruments.

The income tax (expense)/benefit allocated to each component of other comprehensive loss follows:

	<b>Unrealized (losses)/gains on cash flow hedges</b>	<b>Items not yet recognized as a component of net periodic benefit cost</b>
<b>For the year ended December 31, 2017:</b>		
Current period change excluding amounts reclassified from accumulated other comprehensive loss	\$ —	\$ (203)
Amounts reclassified from accumulated other comprehensive loss	(513)	(164)
<b>Total change in accumulated other comprehensive loss</b>	<b>\$ (513)</b>	<b>\$ (367)</b>
<b>For the year ended December 31, 2016:</b>		
Current period change excluding amounts reclassified from accumulated other comprehensive loss	\$ 30	\$ (388)
Amounts reclassified from accumulated other comprehensive loss	(118)	(179)
<b>Total change in accumulated other comprehensive loss</b>	<b>\$ (88)</b>	<b>\$ (567)</b>
<b>For the year ended December 31, 2015:</b>		
Current period change excluding amounts reclassified from accumulated other comprehensive loss	\$ 553	\$ (353)
Amounts reclassified from accumulated other comprehensive loss	—	(223)
<b>Total change in accumulated other comprehensive loss</b>	<b>\$ 553</b>	<b>\$ (576)</b>

#### **NOTE 16 — LEASES**

##### **Charters-in**

As of December 31, 2017, the Company had commitments to charter in 10 vessels. All of the charters-in are accounted for as operating leases and all are bareboat charters. Lease expense relating to charters-in is included in charter hire expenses in the consolidated statements of operations. The base term for 9 vessels expire in December 2019. The Company holds options for the charters-in that can be exercised for 1, 3 or 5 years with the 1 year option only usable once, while the 3 and 5 year options are available forever. The lease payments for the charters-in are fixed throughout the option periods and the options are on a vessel by vessel basis that can be exercised individually. The option on one of the Company's vessel has been extended until December 2025. For the remaining 9 vessels, the Company is required to declare its intention under the options by December 11, 2018.

The future minimum commitments and related number of operating days under these operating leases are as follows:

<b>At December 31,</b>	<b>Amount</b>	<b>Operating Days</b>
2018	\$ 91,457	3,650
2019	111,819	3,470
2020	9,168	366
2021	9,143	365
2022	9,143	365
Thereafter	22,846	912
<b>Net minimum lease payments</b>	<b>\$ 253,576</b>	<b>9,128</b>

The bareboat charters-in provide for the payment of profit share to the owners of the vessels calculated in accordance with the respective charter agreements. Because such amounts and the periods impacted are not reasonably estimable, they are not currently reflected in the table above. Due to reserve funding requirements and current rate forecasts, no profits are currently expected to be paid to the owners in respect of the charter term through December 31, 2019. The charters in the above tables also provide the Company with renewal and purchase options.

## Charters-out

The future minimum revenues, before reduction for brokerage commissions and which include rent escalations, expected to be received on noncancelable time charters and certain COAs for which minimum annual revenues can be reasonably estimated and the related revenue days (revenue days represent calendar days, less days that vessels are not available for employment due to repairs, drydock or lay-up) are as follows:

<b>At December 31,</b>	<b>Amount</b>	<b>Revenue Days</b>
2018	\$ 177,283	3,002
2019	94,961	1,449
2020	43,570	530
2021	26,219	319
2022	30,675	365
Thereafter	77,464	886
Net minimum lease receipts	<u>\$ 450,172</u>	<u>6,551</u>

Future minimum revenues do not include COAs for which minimum annual revenues cannot be reasonably estimated. Revenues from those COAs that are included in the table above, \$22,698 (2018), \$23,031 (2019) and \$6,356 (2020), are based on minimum annual volumes of cargo to be loaded during the contract periods at a fixed price, and do not contemplate early termination of the COAs as provided in certain of the agreements. Amounts that would be due to the Company in the event of the cancellation of the COA contracts have not been reflected in the above table. Revenues from a time charter are not generally received when a vessel is off-hire, including time required for normal periodic maintenance of the vessel. In arriving at the minimum future charter revenues, an estimated time off-hire to perform periodic maintenance on each vessel has been deducted, although there is no assurance that such estimate will be reflective of the actual off-hire in the future.

## Office space

The Company has lease obligations for office space that generally require fixed annual rental payments and may also include escalation clauses and renewal options.

The future minimum commitments under lease obligations for office space as of December 31, 2017 and for each of the next five years ended December 31 and thereafter, are as follows:

<b>At December 31,</b>	<b>Amount</b>
2018	\$ 627
2019	658
2020	635
2021	631
2022	649
Thereafter	573
Net minimum lease payments	<u>\$ 3,773</u>

The rental expense for office space, which is included in general and administrative expenses in the consolidated statements of operations, amounted to \$647 in 2017, \$1,324 in 2016 and \$1,808 in 2015.

## NOTE 17 — PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

For the years ended December 31, 2017 and 2016, pension and other benefit liabilities are included in other liabilities in the consolidated balance sheets.

### *Pension Plans*

In connection with the November 2006 acquisition of Maritrans, the Company assumed the obligations under the defined benefit retirement plan of Maritrans Inc. (“the Maritrans Plan”). As of December 31, 2006, the Company froze the benefits under the Maritrans Plan. At December 31, 2017, the Maritrans Plan is the only domestic defined benefit pension plan in



existence at the Company. The Maritrans Plan was noncontributory and covered substantially all shore-based employees and substantially all of the seagoing supervisors who were supervisors in 1984, or who were hired in, or promoted into, supervisory roles between 1984 and 1998 for that period of time. Beginning in 1999, the seagoing supervisors' retirement benefits are provided through contributions to an industry-wide, multiemployer union sponsored pension plan. Upon retirement, those seagoing supervisors are entitled to retirement benefits from the Maritrans Plan for service periods between 1984 and 1998 and from the multiemployer union sponsored plan for other covered periods. Retirement benefits are based primarily on years of service and average compensation for the five consecutive plan years that produce the highest results.

#### **Multiemployer Pension and Postretirement Benefit Plans**

The Company's subsidiaries are parties to collective-bargaining agreements that require them to make contributions to three jointly managed (Company and union) multiemployer pension plans covering seagoing personnel of U.S. Flag vessels. All three plans, the American Maritime Officers ("AMO") Pension Plan, the Seafarers Pension Plan ("SIU") and the Marine Engineers' Beneficial Association ("MEBA") Defined Benefit Pension Plan, are deemed individually significant by management.

Plan level information is available in the public domain for each of the multiemployer pension plans the Company participates in. The table below provides additional information about the Company's participation in the above multi-employer pension plans:

<b>Pension Plan</b>	<b>EIN / Pension Plan Number</b>	<b>Pension Protection Act Zone Status</b>		<b>Rehabilitation Plan Status</b>	<b>Contributions made by the Company</b>		
		<b>2017</b>	<b>2016</b>		<b>2017</b>	<b>2016</b>	<b>2015</b>
AMO Pension Plan	13-1936709	Yellow <sup>(1)</sup>	Yellow <sup>(1)</sup>	Implemented	\$ 984	\$ 1,015	\$ 1,001
MEBA Pension Plan	51-6029896	Green <sup>(1)</sup>	Green <sup>(1)</sup>	None	1,411	1,406	1,286
Seafarers Pension Plan	13-6100329	Green <sup>(1)</sup>	Green <sup>(1)</sup>	None	400	434	427
Total contributions					<u>\$ 2,795</u>	<u>\$ 2,855</u>	<u>\$ 2,714</u>

(1) A "Yellow" Zone Status plan is a plan that has a funding ratio between 65% and 80%. A "Green" Zone Status plan is a plan that is 80% funded or more.

The plan years for the three union plans end as follows: MEBA and SIU on December 31 and AMO on September 30. The Company has no future minimum contribution requirements under the three multiemployer pension plans shown above as of December 31, 2017 and any future contributions are subject to negotiations between the employers and the unions.

Under the Employee Retirement Income Security Act of 1974 ("ERISA") as amended by the Pension Protection Act of 2006 ("PPA") and the Multiemployer Pension Reform Act of 2014 ("MPRA"), on March 31, 2015, the actuary of the MEBA Pension Plan ("Plan") certified the Plan as being in neither endangered nor critical status as of January 1, 2015. The actuary also certified that the Plan was projected to be in critical status in at least one of the five succeeding Plan years. Under MPRA, a multiemployer pension plan that has been actuarially projected to be in critical status within the succeeding five plan years may elect to be in critical status for the current plan year within 30 days of the actuary's certification. In accordance with applicable law, on April 30, 2015 the Plan's Board of Trustees ("Trustees") elected that the Plan enter critical status for the plan year beginning January 1, 2015. The Plan entered into a Rehabilitation Plan ("RP") whereby lump sum payment options previously available under the Plan will no longer be paid to beneficiaries, and each employer became obligated to pay a 5% contribution surcharge to the Plan, effective with respect to contributions for work performed on or after June 1, 2015. On October 27, 2015, the Company received correspondence from MEBA indicating that Federal law requires that the Trustees adopt an RP with a schedule of increases in contributions and reductions in future benefits that will help the Plan emerge from critical status. However, because the Plan's actuary has projected that the Plan will emerge from critical status without any contribution increases or benefit reductions; the RP does not include any. The letter also indicated that since the Company signed a Memorandum of Understanding on October 21, 2015 whereby the Company and MEBA amended their collective bargaining agreement to adopt the preferred schedule of the RP that was adopted by the Pension Plan's Board of Trustees on October 21, 2015, the surcharges required to be paid to the Plan by the Company since June 1, 2015 ceased as of October 31, 2015. During April 2016, the Company received correspondence from MEBA indicating that due to the actions of the Trustees, the Plan's

actuaries certified in March 2016 that the Plan has emerged from critical status, and the Plan is not in endangered, critical, or critical and declining status for the plan year commencing January 1, 2016. As a result, the rehabilitation plan period has terminated.

ERISA requires employers who are contributors to U.S. multiemployer plans to continue funding their allocable share of each plan's unfunded vested benefits in the event of withdrawal from or termination of such plans. Based on information received from the trustees of the SIU Pension Plan, the Company is not subject to withdrawal liabilities under that plan. Based on the actuarial report received from the trustees of the MEBA Pension Plan, as of December 31, 2016, the Company's estimated withdrawal liability would have been approximately \$24,867 had the Company elected to withdraw from the plan in 2017. Based on the actuarial report received from the trustees of the AMO Pension Plan, as of September 30, 2016, the Company's estimated withdrawal liability would have been approximately \$21,891 had the Company elected to withdraw from the plan in 2017. The Company has no intentions of terminating its participation in any of the three multiemployer pension plans and has no expectations that the plans will be terminated. Accordingly, no provisions have been made for the estimated withdrawal liability as of December 31, 2017.

The SIU – Tanker Agreement, SIU – Tug Agreement, AMO and MEBA collective bargaining agreements expire in June 2022, March 2018, March 2018 and June 2020, respectively. The collective bargaining agreements also require the Company to make contributions to certain other postretirement employee benefit plans the unions offer to their members. Such contributions were not material during the three years ended December 31, 2017.

### **Postretirement Benefit Plans**

The Company also provides certain postretirement health care and life insurance benefits to qualifying domestic retirees and their eligible dependents. The health care plan for shore-based employees and their dependents and seagoing licensed deck officers (“Deck Officers”) and their dependents is contributory at retirement, while the life insurance plan for all employees is noncontributory. In general, postretirement medical coverage is provided to shore-based employees hired prior to January 1, 2005 and all Deck Officers who retire and have met minimum age and service requirements under a formula related to total years of service. The Company no longer provides prescription drug coverage to its retirees or their beneficiaries once they reach age 65. The Company does not currently fund these benefit arrangements and has the right to amend or terminate the health care and life insurance benefits at any time.

Information with respect to the domestic pension and postretirement benefit plans for which the Company uses a December 31 measurement date, follow:

<b>At December 31,</b>	<b>Pension Benefits</b>		<b>Other Benefits</b>	
	<b>2017</b>	<b>2016</b>	<b>2017</b>	<b>2016</b>
<b>Change in benefit obligation:</b>				
Benefit obligation at beginning of year	\$ 47,468	\$ 49,622	\$ 4,094	\$ 4,623
Cost of benefits earned (service cost)	—	—	113	138
Interest cost on benefit obligation	1,830	1,893	165	189
Curtailment gain	—	—	—	(451)
Actuarial (gains)/losses	1,788	(1,520)	389	(192)
Benefits paid	(2,586)	(2,527)	(213)	(213)
Benefit obligation at year end	48,500	47,468	4,548	4,094
<b>Change in plan assets:</b>				
Fair value of plan assets at beginning of year	32,013	33,127	—	—
Actual return on plan assets	5,082	1,413	—	—
Employer contributions	1,082	—	213	213
Benefits paid	(2,586)	(2,527)	(213)	(213)
Fair value of plan assets at year end	35,591	32,013	—	—
Unfunded status at December 31	\$ (12,909)	\$ (15,455)	\$ (4,548)	\$ (4,094)

Information for defined benefit pension plans with accumulated benefit obligations in excess of plan assets follows:

<b>At December 31,</b>	<b>2017</b>	<b>2016</b>
Projected benefit obligation	\$ 48,500	\$ 47,468
Accumulated benefit obligation	48,500	47,468
Fair value of plan assets	35,591	32,013

Information for defined benefit pension plans and other postretirement benefit plans net periodic cost/(benefit) follows:

<b>For the year ended December 31,</b>	<b>Pension Benefits</b>			<b>Other Benefits</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
<b>Components of expense:</b>						
Cost of benefits earned	\$ —	\$ —	\$ —	\$ 113	\$ 138	\$ 137
Interest cost on benefit obligation	1,830	1,893	1,928	165	189	191
Expected return on plan assets	(2,258)	(2,309)	(2,412)	—	—	—
Amortization of prior-service costs	—	—	—	(229)	(271)	(316)
Recognized net actuarial loss	688	688	792	56	97	157
Curtailed	—	97	157	—	(149)	—
Net periodic benefit cost	<u>\$ 260</u>	<u>\$ 369</u>	<u>\$ 465</u>	<u>\$ 105</u>	<u>\$ 4</u>	<u>\$ 169</u>

The weighted-average assumptions used to determine benefit obligations follow:

<b>At December 31,</b>	<b>Pension Benefits</b>			<b>Other Benefits</b>	
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2017</b>	<b>2016</b>
Discount rate	3.55%	3.95%	3.95%	3.70%	4.15%
Rate of future compensation increases	—	—	—	—	—

The selection of a single discount rate for the Maritrans Plan was derived from bond yield curves, which the Company believed as of such dates to be appropriate for ongoing plans with a long duration, such as the Maritrans Plan, and that generally mirror the type of high yield bond portfolio the Company could acquire to offset its obligations under the Maritrans Plan.

The weighted-average assumptions used to determine net periodic benefit cost follow:

<b>For the year ended December 31,</b>	<b>Pension Benefits</b>			<b>Other Benefits</b>		
	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
Discount rate	3.95%	4.00%	3.75%	4.15%	4.25%	4.00%
Expected (long-term) return on plan assets	7.25%	7.25%	7.00%	—	—	—
Rate of future compensation increases	—	—	—	—	—	—

The assumed health care cost trend rate for measuring the benefit obligation included in Other Benefits above is an increase of 7.00% as of December 31, 2017, with the rate of increase declining to an ultimate trend rate of 4.75% per annum by 2027. Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<b>1% increase</b>	<b>1% decrease</b>
Effect on total of service and interest cost components in 2017	\$ 50	\$ (37)
Effect on postretirement benefit obligation as of December 31, 2017	\$ 637	\$ (444)

Expected benefit payments are as follows:

	<b>Pension Benefits</b>	<b>Other Benefits</b>
2018	\$ 2,753	\$ 215
2019	2,848	192
2020	2,999	194
2021	3,010	198
2022	3,040	200
Years 2023-2027	15,817	1,074
<b>Total</b>	<b>\$ 30,467</b>	<b>\$ 2,073</b>

The expected long-term rate of return on plan assets is based on the current and expected asset allocations. Additionally, the long-term rate of return is based on historical returns, investment strategy, inflation expectations and other economic factors. The expected long-term rate of return is then applied to the market value of plan assets.

The fair values of the Company's pension plan assets at December 31, 2017, by asset category are as follows:

<b>Description</b>	<b>Fair Value</b>	<b>Level 1</b>
Cash and cash equivalents	\$ 655	\$ 655
Equity securities:		
Large cap exchange traded fund	14,396	14,396
Small company - mid value	2,165	2,165
Small company - mid growth	2,284	2,284
International value	2,726	2,726
International growth	2,799	2,799
Fixed income and preferred stock:		
Intermediate term bond fund	10,553	10,553
Small company - mid value - preferred stock	13	13
<b>Total</b>	<b>\$ 35,591</b>	<b>\$ 35,591</b>

Plan fiduciaries of the Retirement Plan of Maritrans, Inc. set investment policies, strategies and oversee its investment allocation, which includes selecting investment managers and setting long term strategic targets. The primary strategic investment objective is to maximize total return while maintaining a broadly diversified portfolio for the primary purpose of satisfying obligations for future benefit payments. Equities are the primary holdings of the Plan. Other investments, including fixed income investments, provide diversification, and, in certain cases, lower the volatility of returns. In general, equity can range from 55 to 75 percent of total plan assets, fixed income securities can range from 25 to 45 percent of total plan assets, and cash can be held in amounts up to 5 percent of plan assets. Actual asset allocation within the approved ranges varies from time to time based on economic conditions (both current and forecast) and the advice of professional advisors.

The Company contributed \$1,082, \$0 and \$0 to the Maritrans Plan in 2017, 2016 and 2015, respectively. The Company expects to make contributions of approximately \$1,279 to the Maritrans Plan in 2018.

#### **Defined Contribution Plans**

The Company also had defined contribution plans covering all eligible employees. Contributions are limited to amounts allowable for income tax purposes. Commencing in 2006, employer contributions include both employer contributions made regardless of employee contributions and matching contributions to the plans. All contributions to the plans are at the discretion of the Company. The Company's contributions to the plan were \$2,244 for the year ended December 31, 2017.

The Company also has an unfunded, nonqualified supplemental savings plan covering highly compensated U.S. shore-based employees of the Company, which was terminated in connection with the Company's filing for bankruptcy in 2012. This plan provided for levels of hypothetical employer contributions that would otherwise have been made under the Company's defined

contribution plans in the absence of limitations imposed by income tax regulations. The Company's unfunded obligations under this plan at December 31, 2017 and 2016 were \$22 and \$741, respectively.

**NOTE 18 — OTHER INCOME/(EXPENSE)**

Other income/(expense) consists of:

	Years Ended December 31,		
	2017	2016	2015
Investment income:			
Interest	\$ 1,183	\$ 534	\$ 219
Gain on sale of investments	—	46	53
	1,183	580	272
Loss on repurchase of debt	(3,237)	(2,988)	(26,516)
OSG LNG performance guarantee fees	135	—	—
Miscellaneous—net	38	17	5
	<u>\$ (1,881)</u>	<u>\$ (2,391)</u>	<u>\$ (26,239)</u>

See Note 9, "Debt," for disclosures relating to loss on repurchase of debt.

**NOTE 19 — SEVERANCE COSTS AND AGREEMENTS WITH EXECUTIVE OFFICERS**

**Severance**

Severance related costs are recognized over the period commencing on the date on which the affected employees are notified and ending on the date when required services are completed.

For the year ended December 31, 2017, severance costs for termination benefits and share based compensation costs recognized were not material.

Severance costs for termination benefits and share based compensation costs recognized during the year ended December 31, 2016 were as follows:

	Termination Benefits	Share Based Payment Expense	Total Severance Charges
Terminations as a result of spin-off and related restructuring	\$ 8,218	\$ 4,778	\$ 12,996

See below for additional discussion on termination agreements with executive officers. Charges relating to employee termination benefits and severance are presented separately in the consolidated statement of operations.

Activity relating to the reserves for the severance arrangements incurred during the three years ended December 31, 2017 is summarized as follows:

Balance at December 31, 2015	\$ —
Provision	8,218
Utilized	(524)
Balance at December 31, 2016	7,694
Utilized	(6,440)
Balance at December 31, 2017	<u>\$ 1,254</u>

The above table excludes related professional fees which are expensed as incurred.

## Agreements with Executive Officers

On December 29, 2016 Captain Ian T. Blackley stepped down from his role as President, Chief Executive Officer and Director of the Company. In connection with his departure from the Company, Captain Blackley entered into a letter agreement with the Company that provides for a general release and waiver of claims against the Company in addition to the payment of certain benefits that were consistent with the terms of his employment agreement, as amended including: (a) a cash payment of \$1,350 in substantially equal installments over a period of twenty-four (24) months; (b) a lump sum cash payment of \$3,214; (c) a lump sum cash payment of \$475 pursuant to the Company's Retention Bonus Plan; and (d) any benefits to which he is entitled under the Company's nonqualified supplemental savings plan. Captain Blackley also received accelerated vesting of time-based equity awards. Charges recognized as part of severance costs in relation to the accelerated vesting of his time-based equity awards totaled \$2,313. During the year ending December 31, 2017, severance related amounts of \$5,333 were paid to Captain Blackley.

On December 29, 2016, Mr. Rick Oricchio stepped down from his role as Senior Vice President and Chief Financial Officer of the Company. In connection with his departure, Mr. Oricchio entered into a letter agreement with the Company containing, among other things, a general release and waiver of claims against the Company, in addition to the payment of certain benefits that were consistent with the terms of his employment agreement, as amended including: (a) a cash payment of \$475 in substantially equal installments over a period of twelve months; (b) a lump sum cash payment of \$1,012; (c) the pro rata portion of Mr. Oricchio's second anniversary bonus in a lump sum cash payment of \$386 and (d) Mr. Oricchio's annual incentive bonus for fiscal year 2016, to be determined based on actual performance of previously established performance metrics and paid in accordance with the Company's normal practice. Mr. Oricchio also received accelerated vesting of time-based equity awards. Charges recognized as part of severance costs in relation to the accelerated vesting of his time-based equity awards totaled \$1,676. During the year ending December 31, 2017, severance related amounts of \$3,342 were paid to Mr. Oricchio.

On July 29, 2016, Mr. Henry Flinter retired from his position as President of the Company's U.S. Flag operations. Pursuant to his employment agreement, as amended on March 30, 2016, all of his unvested stock option awards, time-based RSUs and performance-based RSUs vested in full (per the terms of his agreement, performance-based RSUs vested at target performance) on July 29, 2016. The incremental compensation expense recognized as a result of the difference between the grant date fair value of the vested shares and the fair value of the Company's Class A common stock on July 29, 2016 was approximately \$23. The Human Resources and Compensation Committee of the Company's Board elected to settle the vested equity awards (with the exception of certain performance-based RSUs that by their terms are not settled until the first quarter of 2018) in cash. Severance costs of approximately \$2,238 were recognized during the quarter in relation to Mr. Flinter's separation from the Company, of which \$789 was as a result of the accelerated vesting of his share based compensation awards. In addition, Mr. Flinter is eligible for any benefits to which he is entitled under the Company's nonqualified supplemental savings plan.

NOTE 20 — 2017 AND 2016 QUARTERLY RESULTS OF OPERATIONS (UNAUDITED)

Selected Financial Data for the Quarter Ended	March 31,	June 30,	Sept. 30,	Dec. 31,
<b>2017</b>				
Shipping revenues	\$ 108,116	\$ 96,225	\$ 93,270	\$ 92,815
Loss on disposal of vessels and other property, including impairments <sup>(1)</sup>	—	—	7,353	5,847
Income from vessel operations	19,258	14,220	434	164
Interest expense	(9,357)	(9,445)	(9,474)	(9,125)
Reorganization items, net	(235)	(9)	46	8
(Provision)/benefit for taxes from continuing operations <sup>(2)</sup>	(3,569)	(1,593)	3,110	59,679
Net income/(loss)	5,429	3,211	(6,307)	53,645
Basic and Diluted net income/(loss) per share - Class A	\$ 0.06	\$ 0.04	\$ (0.07)	\$ 0.61

- (1) As discussed in Note 6, "Vessels, Other Property and Deferred Drydock," the Company recognized a loss on the sale of an ATB. In addition, as discussed in Note 10, "Fair Value of Financial Instruments, Derivatives and Fair Value Disclosures," the Company recorded an impairment charge to write down the carrying values of five ATBs to their estimated fair values as of December 31, 2017.
- (2) As discussed in Note 12, "Taxes," the Company has recognized a one-time non-cash tax benefit of approximately \$54,300 in the fourth quarter of the fiscal year ended December 31, 2017. This tax benefit is based on the Company's assessment of the impact of the TCJA, which reduced the federal corporate income tax rate from 35.0% to 21.0%.

Selected Financial Data for the Quarter Ended	March 31,	June 30,	Sept. 30,	Dec. 31,
<b>2016</b>				
Shipping revenues <sup>(2)</sup>	\$ 115,080	\$ 118,384	\$ 114,180	\$ 114,776
Loss on disposal of vessels and other property, including impairments <sup>(1) (2)</sup>	(14)	(113)	(97,782)	(6,623)
Income/(loss) from vessel operations <sup>(2)</sup>	17,401	23,035	(83,439)	7,821
Interest expense <sup>(2)</sup>	(11,917)	(10,862)	(10,607)	(9,765)
Reorganization items, net <sup>(2)</sup>	17,910	(860)	(5,732)	(393)
(Provision)/benefit for taxes from continuing operations <sup>(1)</sup>	(33,235)	(15,075)	49,755	63,653
Income/(loss) from continuing operations	(8,698)	(4,184)	(52,855)	64,678
Income/(loss) from discontinued operations <sup>(3)</sup>	59,437	34,045	(45,884)	(340,153)
Net income	50,739	29,861	(98,739)	(275,475)
Basic and Diluted net income/(loss) per share - Class A from continuing operations	\$ (0.09)	\$ (0.04)	\$ (0.59)	\$ 0.74
Basic and Diluted net income/(loss) per share - Class A from discontinued operations	\$ 0.62	\$ 0.35	\$ (0.51)	\$ (3.89)
Basic and Diluted net income/(loss) per share - Class B from continuing operations	\$ (0.09)	\$ (0.27)	\$ —	\$ —
Basic and Diluted net income/(loss) per share - Class B from discontinued operations	\$ 0.64	\$ 2.19	\$ —	\$ —

(1) As discussed in Note 10, “Fair Value of Financial Instruments, Derivatives and Fair Value Disclosures,” the Company recorded impairment charges to write down the carrying values of the seven ATBs to their estimated fair values as of September 30, 2016 and December 31, 2016, respectively, using estimates of discounted future cash flows for each of the vessels (income approach) since the secondhand sale and purchase market for the type of U.S. Flag vessels owned by OSG is not considered to be robust.

(2) Data has been adjusted from amounts previously reported in Form 10-Q to reflect discontinued operations as discussed in Note 1.

(3) As discussed in Note 5, “Discontinued Operations,” the Company recorded an impairment charge of \$332,562 to write down the carrying values of the INSW disposal group to its fair value, calculated on a held for sale basis, on November 30, 2016.

#### NOTE 21 — CONTINGENCIES

The Company’s policy for recording legal costs related to contingencies is to expense such legal costs as incurred.

#### Class Action Lawsuits and Derivative Actions

The Company has fully and finally resolved all potential direct claims by members of the putative class of securities claimants through a settlement effectuated through the Equity Plan, which became effective on August 5, 2014. Under the terms of that settlement, the Equity Plan provides for full satisfaction of the claims of the putative class through (i) \$7,000 in cash, which was paid on August 5, 2014, (ii) \$3,000 in cash, which was paid by the Company on August 5, 2015, (iii) any remaining cash in the Class E1 Disputed Claims Reserve established by the Equity Plan following resolution of all other Class E1 claims, which was paid on October 5, 2015, (iv) 15% (or \$2,136) of the Net Litigation Recovery in the action against Proskauer (described below), which was paid on April 5, 2016, (v) \$5,000 in cash, following the entry of a final order resolving the Proskauer action, which was paid on March 17, 2016, and (vi) proceeds of any residual interest the Company has in certain director and officer insurance policies.

The settled claims stem from the Company’s filing of a Form 8-K on October 22, 2012 disclosing that on October 19, 2012 the Audit Committee of the Board of Directors of the Company, on the recommendation of management, concluded that the Company’s previously issued financial statements for at least the three years ended December 31, 2011 and associated interim periods, and for the fiscal quarters ended March 31, 2012 and June 30, 2012, should no longer be relied upon. Shortly thereafter several putative class action suits were filed in the United States District Court for the Southern District of New York (the “Southern District”) against the Company, its then President and Chief Executive Officer, its then Chief Financial Officer, its then current and certain former members of its Board of the Directors, its current independent registered public accounting



firm, and underwriters of the Company's public offering of notes in March 2010 (the "Offering"). The Company's former independent registered public accounting firm was later added as a defendant. Subsequent to the Company's filing for relief under Chapter 11, these suits were consolidated and the plaintiffs filed an amended complaint that did not name the Company as a defendant. The consolidated suit was purportedly on behalf of purchasers of Company securities between March 1, 2010 and October 19, 2012 and purchasers of notes in the Offering. The plaintiffs alleged that documents that the Company filed with the SEC were defective, inaccurate and misleading, that the plaintiffs relied on such documents in purchasing the Company's securities, and that, as a result, the plaintiffs suffered losses. The plaintiffs asserted claims under the Securities Act against all defendants and claims under the Securities Exchange Act of 1934 (the "Exchange Act") against the then former President and former Chief Financial Officer of the Company. Following additional amendments on plaintiffs' Exchange Act claims and motion to dismiss briefing, on April 28, 2014, the Southern District denied the motion to dismiss the Exchange Act claims filed by the then former President and former Chief Financial Officer on the third amended complaint. On March 18, 2015, OSG's former independent registered public accounting firm moved for summary judgment and on May 29, 2015, the Southern District issued an order granting that motion. On July 1, 2015, the plaintiffs noticed an appeal of that order to the U.S. Court of Appeals for the Second Circuit. On September 2, 2015, the plaintiffs and OSG's former independent registered public accounting firm filed a stipulation withdrawing that appeal with prejudice. On August 6, 2015, the plaintiffs moved for the Southern District to preliminarily approve settlements with respect to all of the plaintiffs' remaining claims, including settlements with former officers and directors of the Company, the Company's former underwriters, and the Company's current independent registered public accounting firm that contemplate payments of \$10,500, \$4,000 and \$1,750, respectively, on behalf of such defendants. On August 12, 2015, the Southern District preliminarily approved those settlements, and on December 2, 2015, entered orders that (a) certified the proposed class for settlement purposes, (b) approved a plan of allocation for distribution of settlement proceeds, (c) finally approved those settlements, and (d) entered final orders of judgment dismissing the remaining defendants from the action.

The plaintiffs in the Southern District action filed a proof of claim against the Company in the Bankruptcy Court. Pursuant to a settlement with such plaintiffs and the putative class on whose behalf their claim was filed, their direct claims against the Company were fully and finally resolved based on the Equity Plan treatment described above. Separately, certain of the defendants in the Southern District filed claims in the Bankruptcy Court against the Company for indemnification or reimbursement based on potential losses incurred in connection with such action. Each of those indemnification claims, asserted by certain former directors and officers of the Company, have been released pursuant to the Equity Plan or otherwise resolved by the Reorganized Debtors. In addition, the indemnification claims asserted by the Company's former underwriters have been resolved and paid pursuant to the orders of the Bankruptcy Court and the Equity Plan. On October 5, 2015, following the resolution of all disputed Class E1 claims, the Reorganized Debtors disbursed the remaining funds in the Disputed Claims Reserve for Class E1 to representatives of the putative class in accordance with the Equity Plan and Confirmation Order. The Equity Plan and orders of the Bankruptcy Court foreclose the defendants in the Southern District from pursuing any other or further remedies against the Company.

#### **Proskauer Action**

On February 23, 2014, Proskauer and four of its partners (the "Proskauer Plaintiffs") filed an action in the Supreme Court of the State of New York, County of New York (the "Supreme Court") against the then Senior Vice President, General Counsel and Secretary and the former Chief Financial Officer alleging that the defendants engaged in tortious and fraudulent conduct that caused significant harm to the Proskauer Plaintiffs and the Company. The Proskauer Plaintiffs alleged that the defendants made false representations and thereby deceived and misled Proskauer into providing legal advice to the Company, which was the subject of the Company's malpractice suit against Proskauer and four of its partners filed on November 18, 2013 in the Bankruptcy Court. On May 1, 2014, the defendants in the action filed by the Proskauer Plaintiffs filed motions to dismiss the action. On June 9, 2014, the Proskauer Plaintiffs filed an amended complaint that included certain additional factual allegations and an additional claim against the former Chief Financial Officer of the Company. On July 18, 2014, the defendants filed motions to dismiss the Proskauer Plaintiffs' amended complaint. On January 15, 2015, the Supreme Court dismissed the Proskauer Plaintiffs' amended complaint in its entirety against the defendants. On March 2, 2015, the Proskauer Plaintiffs filed a notice of appeal of the Supreme Court's decision to the Appellate Division of the Supreme Court, First Department (the "Appellate Court"). Proskauer filed its appellant's brief on August 17, 2015. The appellees filed their response briefs on October 30, 2015 and Proskauer filed its reply brief on November 13, 2015. On February 12, 2016, as part of the settlement agreement between the Company and Proskauer and four of its partners, the Proskauer Plaintiffs agreed to withdraw their appeal of the Supreme Court's dismissal of the amended complaint against the defendants and on March 31, 2016, the Appellate Court dismissed the appeal.

On February 21, 2014, the Bankruptcy Court declined to hear the Company's malpractice claims against Proskauer and four of its partners that were filed on November 18, 2013 under the doctrine of permissive abstention, and on March 11, 2014, the Company re-filed its malpractice claims against such defendants in the Supreme Court. On April 11, 2014, Proskauer and four

of its partners filed a motion to dismiss the malpractice action, and on September 10, 2014, the Supreme Court denied the motion to dismiss the legal malpractice claim for breach of duty of care but granted the motion to dismiss the legal malpractice claim for breach of duty of loyalty as subsumed within the duty of care claim. Proskauer and four of its partners appealed this decision to the Appellate Division of the Supreme Court, First Department and on July 2, 2015, the appellate court affirmed the Supreme Court's denial of Proskauer's motion to dismiss. In addition, on December 3, 2014, the Company filed a motion with the Supreme Court for partial summary judgment on whether the "joint and several" liability provisions of certain of the Company's prior loan agreements, which were the focus of the malpractice action, were unambiguous as a matter of law. The Supreme Court denied that motion as being procedurally premature on July 24, 2015.

On May 20, 2015, the Supreme Court issued a scheduling order for discovery in the Company's malpractice action against Proskauer. Under the terms of that scheduling order, all discovery was to be completed by April 15, 2016. On October 16, 2015, the parties agreed to extend the deadline for all discovery to be completed to August 1, 2016, and the Court issued a revised scheduling order.

On February 12, 2016, the Company entered into an agreement with Proskauer and four of its partners to settle the malpractice suit. See Note 2, "Chapter 11 Filing and Emergence from Bankruptcy," for additional information.

On March 3, 2016, pursuant to the settlement agreement with Proskauer, the Supreme Court entered an order discontinuing the Proskauer action with prejudice, which order has become final and nonappealable.

### **SEC Investigation**

On November 13, 2012, the Company received from the staff of the SEC's Division of Enforcement (the "Staff") a request for documents relating to the statements in the Company's October 22, 2012 Form 8-K. On January 29, 2013, the SEC issued a formal order of private investigation of the Company. The Company provided documents to the SEC and cooperated fully with the SEC's investigation.

On July 25, 2016, the staff of the SEC provided a "Wells Notice" to the Company's counsel in connection with the above-referenced investigation, advising that the staff had made a preliminary determination to recommend that the Commission file an enforcement action against the Company.

On January 23, 2017, the SEC commenced an administrative proceeding, with the Company's consent, that fully resolved the SEC's investigation. The Company neither admitted nor denied the SEC's allegations that the Company violated certain provisions of the Securities Act, the Exchange Act and related rules. After receiving Bankruptcy Court approval, the Company paid a \$5,000 civil penalty relating to the investigation in February 2017, which was fully accrued as of December 31, 2016. The agreement does not require any further changes to the Company's historical financial statements. Any indemnification or contribution claims by officers or directors of the Company that could be asserted in connection with the SEC's investigation have been released or otherwise resolved pursuant to the Equity Plan and order of the Bankruptcy Court.

### **Legal Proceedings Arising in the Ordinary Course of Business**

The Company is a party, as plaintiff or defendant, to various suits in the ordinary course of business for monetary relief arising principally from personal injuries (including without limitation exposure to asbestos and other toxic materials), wrongful death, collision or other casualty and to claims arising under charter parties. A substantial majority of such personal injury, wrongful death, collision or other casualty claims against the Company are covered by insurance (subject to deductibles not material in amount). Each of the claims involves an amount which, in the opinion of management, are not expected to be material to the Company's financial position, results of operations and cash flows.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Overseas Shipholding Group, Inc.,

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheet of Overseas Shipholding Group, Inc. and subsidiaries (“the Company”) as of December 31, 2017, the related consolidated statements of operations, comprehensive income/(loss), cash flows and changes in equity/(deficit) for the year ended December 31, 2017, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017, and the results of its operations and its cash flows for the year ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 9, 2018 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/ Ernst & Young LLP  
Certified Public Accountants

We have served as the Company’s auditor since 2017.

Tampa, Florida  
March 9, 2018

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Overseas Shipholding Group, Inc.

### Opinion on Internal Control over Financial Reporting

We have audited Overseas Shipholding Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2017, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Overseas Shipholding Group, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2017, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2017 consolidated balance sheet of Overseas Shipholding Group, Inc. and subsidiaries as of December 31, 2017, the related consolidated statements of operations, comprehensive income/(loss), cash flows and changes in equity/(deficit) for the year ended December 31, 2017, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) and our report dated March 9, 2018 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) 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 the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP  
Certified Public Accountants

Tampa, FL  
March 9, 2018

**Report of Independent Registered Public Accounting Firm**

To the Board of Directors and Shareholders of  
Overseas Shipholding Group, Inc.

In our opinion, the consolidated balance sheet as of December 31, 2016 and the related consolidated statements of operations, comprehensive income/(loss), changes in equity/(deficit) and cash flows for each of the two years in the period ended December 31, 2016 present fairly, in all material respects, the financial position of Overseas Shipholding Group, Inc. and its subsidiaries as of December 31, 2016, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2016, in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule as of December 31, 2016 and for each of the two years in the period ended December 31, 2016, presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits. We conducted our audits of these financial statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/PricewaterhouseCoopers LLP

New York, NY  
March 9, 2017

## ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

### ITEM 9A. CONTROLS AND PROCEDURES

#### (a) Evaluation of disclosure controls and procedures

As of the end of the period covered by this Annual Report on Form 10-K, an evaluation was performed under the supervision and with the participation of the Company's management, including the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the design and operation of the Company's disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on that evaluation, the Company's CEO and CFO concluded that the Company's disclosure controls and procedures were effective as of December 31, 2017 to ensure that information required to be disclosed by the Company in the reports the Company files or submits under the Exchange Act is (i) recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and (ii) accumulated and communicated to the Company's management, including the CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

#### (b) Management's report on internal control over financial reporting

Management of the Company is responsible for the establishment and maintenance of adequate internal control over financial reporting for the Company. Internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act, is a process 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. The Company's system of internal control over financial reporting includes 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 preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (iii) 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 the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management, with participation of the CEO and CFO, has performed an evaluation of the effectiveness of the Company's internal control over financial reporting as of December 31, 2017, based on the provisions of "Internal Control—Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Management has concluded the Company's internal control over financial reporting was effective as of December 31, 2017.

The effectiveness of the Company's internal control over financial reporting as of December 31, 2017 has been audited by Ernst & Young LLP, the Company's independent registered public accounting firm, as stated in their report included in Item 8, "Financial Statements and Supplementary Data."

#### (c) Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting during the fourth quarter of fiscal year 2017 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

### ITEM 9B. OTHER INFORMATION

None.

### PART III

Dollar amounts in Part III are expressed in whole dollars unless otherwise noted.

#### ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

See Item 14 below.

##### *Executive Officers*

The table below sets forth the name and age of each executive officer of the Company and the date such executive officer was elected to his current position with the Company. The term of office of each executive officer continues until the first meeting of the Board of Directors of the Company immediately following the next annual meeting of its stockholders, and until the election and qualification of his or her successor. There is no family relationship between the executive officers.

<b>Name</b>	<b>Age</b>	<b>Position Held</b>	<b>Date Assumed Executive Officer Position</b>
Samuel H. Norton	59	President and CEO	December 2016
Richard Trueblood	72	Vice President and Chief Financial Officer	July 2017
Susan Allan	55	Vice President, Secretary and General Counsel	November 2016
Patrick O'Halloran	48	Vice President and Chief Operations Officer	December 2016
Damon Mote	50	Vice President and Chief Administrative Officer	December 2016

Samuel H. Norton was appointed CEO and President of OSG in December 2016. Prior to this, he served as Senior Vice President of OSG and President and CEO of the U.S. Flag Strategic Business Unit from July 2016 and has served on the Company's Board of Directors since August 2014. Prior to joining OSG, Mr. Norton Co-Founded SeaChange Maritime, LLC in 2006 and served as its Chairman and Chief Executive Officer. Mr. Norton spent the seventeen-year period ending July 2005 as a senior executive officer at Tanker Pacific Management (Singapore) Pte. Ltd. In 1995, Mr. Norton initiated and led the entry of the Sammy Ofer Group into the container segment, and acquired and operated the first container vessels in the group's fleet. While at Tanker Pacific, Mr. Norton also conceived and started a related business, Tanker Pacific Offshore Terminals (TPOT), which owns and operates a fleet of floating, offshore oil storage terminals (FSO). Prior to joining the Ofer group, Mr. Norton played a lead role in the Asian distressed assets group of the First National Bank of Boston, a position which acquainted him with the shipping industry and the Ofer family. Mr. Norton holds a BA in Chinese Language and Literature from Dartmouth College where he graduated in 1981.

Richard Trueblood, CPA, was appointed as Chief Financial Officer of OSG in December 2017. Mr. Trueblood has been the interim CFO for OSG since July 2017. Prior to OSG, he was a Partner in the Florida CFO Group providing interim and project Chief Financial Officer services to companies such as the technology start-up Heliotope Technologies, Inc. He has been CFO at Advent Solar Inc. and Troon Golf LLC. He has extensive experience with equity and debt financing with companies at all stages of development including NYSE listed Promus Hotel Corporation where he was Senior Vice President - Finance. Mr. Trueblood was a partner at KPMG where he provided extensive services to clients in strategic business management, mergers and acquisitions, divestitures and SEC compliance. While at KPMG, he led the real estate practices in Boston, Massachusetts and Orange County, California. He also served as a director for UMB Bank Arizona, N.A. for eight years. Mr. Trueblood holds a Bachelor of Science degree from Bentley University.

Susan Allan joined OSG in November 2016 as OSG's Vice President, General Counsel and Corporate Secretary. Ms. Allan has extensive experience in corporate governance and SEC matters from her positions as Vice President, Assistant Corporate Secretary at Jabil Circuit, Inc. from 2009 until September 2016, and as Director, Senior Counsel at Tech Data Corporation from 1997 to 2009. Prior to that, Ms. Allan worked as Director, Senior Counsel at Anchor Glass Container, as an Assistant County Attorney in the Hillsborough County Attorney's Office, and as an associate attorney at Barkan and Neff law firm, all in Tampa. Ms. Allan received her law degree from the University of Southern California Gould School of Law in Los Angeles and her undergraduate degree from George Mason University.

Patrick O'Halloran was appointed as Vice President and Chief Operations Officer of OSG in December 2016 with oversight of all operations, maintenance, SQE and commercial operations for the Company's Fleet. Prior to that, Mr. O'Halloran served as Vice President Marine Operations for the Company since December 2014. Mr. O'Halloran joined OSG in November 2006 as

Fleet Manager as part of the acquisition of Maritrans Inc., where he served as Fleet Maintenance Manager. He joined Maritrans, Inc. in 2002 as Technical Superintendent. Prior to joining Maritrans, Mr. O'Halloran was a Surveyor for the American Bureau of Shipping for ten years. Mr. O'Halloran holds a Bachelor of Science degree in Mechanical Engineering from State University of New York – Maritime College and a Master's in Business Administration from the University of South Florida. He sits on the Board of Directors for Alaska Tanker Company LLC, and the Chamber of Shipping of America.

Damon Mote was appointed as Vice President and Chief Administrative Officer of OSG in December 2016 with oversight of the Company's marine labor relations, human resources, and insurance functions. Prior to that, Mr. Mote served as Vice President of Marine Labor Relations since December 2014. Mr. Mote joined the Company in 2004 as Manager, Major Projects and then served as Director, New Construction beginning in 2006. In 2011 he was appointed as the Regional Manager of the Technical Services Group, which included responsibilities for engineering, purchasing, and the fleet management software system. Prior to joining OSG, he worked for fourteen years with Crowley Maritime. Mr. Mote holds a Bachelor of Science in Marine Engineering from California Maritime Academy.

#### ***Code of Business Conduct and Ethics***

The Company has adopted a code of business conduct and ethics which is an integral part of the Company's business conduct compliance program and embodies the commitment of the Company and its subsidiaries to conduct operations in accordance with the highest legal and ethical standards. The Code of Business Conduct and Ethics applies to all of the Company's officers, directors and employees. Each is responsible for understanding and complying with the Code of Business Conduct and Ethics. The Company also has an Insider Trading Policy which prohibits the Company's directors and employees from purchasing or selling securities of the Company while in possession of material nonpublic information or otherwise using such information for their personal benefit. The Insider Trading Policy also prohibits the Company directors and employees from hedging their ownership of securities of the Company. In addition, the Company has an Anti-Bribery and Corruption Policy which memorializes the Company's commitment to adhere faithfully to both the letter and spirit of all applicable anti-bribery legislation in the conduct of the Company's business activities worldwide. The Code of Business Conduct and Ethics, the Insider Trading Policy and the Anti-Bribery and Corruption Policy are posted on the Company's website, which is [www.osg.com](http://www.osg.com), and are available in print upon the request of any stockholder of the Company. The Company's website and the information contained on that site, or connected to that site, are not incorporated by reference in this Annual Report on Form 10-K.

#### **ITEM 11. EXECUTIVE COMPENSATION**

See Item 14 below.

#### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

See Item 14 below.

#### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

See Item 14 below.

#### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Except for the information set forth in item 10, the information called for under Items 10, 11, 12, 13 and 14 is incorporated herein by reference from the definitive Proxy Statement to be filed by the Company in connection with its 2018 Annual Meeting of Stockholders.

### **PART IV**

#### **ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES**



(a)(1) The following consolidated financial statements of the Company are filed in response to Item 8.

Consolidated Balance Sheets at December 31, 2017 and 2016.

Consolidated Statements of Operations for the Years Ended December 31, 2017, 2016 and 2015.

Consolidated Statements of Comprehensive Income/(Loss) for the Years Ended December 31, 2017, 2016 and 2015.

Consolidated Statements of Cash Flows for the Years Ended December 31, 2017, 2016 and 2015.

Consolidated Statements of Changes in Equity for the Years Ended December 31, 2017, 2016 and 2015.

Notes to Consolidated Financial Statements.

Reports of Independent Registered Public Accounting Firms.

(a)(2) I – Condensed Financial Information of Parent Company

All other schedules of the Company have been omitted since they are not applicable or are not required.

(a)(3) The following exhibits are included in response to Item 15(b):

2.1 [Separation and Distribution Agreement, dated as of November 30, 2016, by and between Overseas Shipholding Group, Inc. and International Seaways, Inc. \(filed as Exhibit 2.1 to the Registrant's Current Report on Form 8-K dated December 2, 2016 and incorporated herein by reference\).](#)

3.1 [Amended and Restated Certificate of Incorporation of the Registrant \(filed as Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q dated August 9, 2016 and incorporated herein by reference\).](#)

3.2 [Amended and Restated Bylaws of the Registrant \(filed as Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on August 8, 2014, dated August 5, 2014 and incorporated herein by reference\).](#)

4.1 [Class A Warrant Agreement, dated as of August 5, 2014, between the Registrant and Computershare Trust Company, N.A., as Warrant Agent \(filed as Exhibit 4.1 to Registrant's Current Report on Form 8-K filed on August 8, 2014, dated August 5, 2014 and incorporated herein by reference\).](#)

4.2 [Form of Class A Warrant Certificate \(included in Exhibit 4.1\).](#)

4.3 [Class B Warrant Agreement, dated as of August 5, 2014, between the Registrant and Computershare Trust Company, N.A., as Warrant Agent \(filed as Exhibit 4.2 to Registrant's Current Report on Form 8-K filed on August 8, 2014, dated August 5, 2014 and incorporated herein by reference\).](#)

4.4 [Form of Class B Warrant Certificate \(included in Exhibit 4.2\).](#)

4.5 [Registration Rights Agreement, dated as of May 2, 2014, between the Registrant and certain stockholders party thereto \(filed as Exhibit 4.5 to Registrant's Registration Statement on Form S-1 filed on August 20, 2014 and incorporated herein by reference\).](#)

4.6 [Amendment to Registration Rights Agreement, dated as of May 26, 2014, between the Registrant and certain stockholders party thereto \(filed as Exhibit 4.6 to Registrant's Statement on Form S-1 filed on August 20, 2014 and incorporated herein by reference\).](#)

- 4.7 [Indenture dated as of March 7, 2003 between the Registrant and Wilmington Trust Company, as trustee, providing for the issuance of debt securities of the Registrant from time to time \(filed as Exhibit 4\(e\)\(1\) to the Registrant's Registration Statement on Form S-4 filed May 5, 2003 and incorporated herein by reference\) \(No. 333-105018\) \(filed May 5, 2003\). Such Indenture is hereby modified, effective as of January 13, 2004, by deleting all references therein to "Wilmington Trust Company", "March 7, 2003" and any specific day, month and/or year and substituting therefore blank spaces.](#)
- 4.8 [Form of First Supplemental Indenture dated as of February 19, 2004 between the Registrant and Wilmington Trust Company, as trustee \(filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K dated February 18, 2004 and incorporated herein by reference\) \(No. 001-06479\) \(filed February 18, 2004\).](#)
- 4.9 [Second Supplemental Indenture dated as of August 5, 2014 between the Registrant and Wilmington Trust Company, as trustee \(filed as Exhibit 4.3 to Registrant's Current Report on Form 8-K dated August 8, 2014 and incorporated herein by reference\).](#)
- 4.1 [Third Supplemental Indenture dated as of August 5, 2014 between the Registrant and Wilmington Trust Company, as trustee \(filed as Exhibit 4.4 to Registrant's Current Report on Form 8-K dated August 8, 2014 and incorporated herein by reference\).](#)
- 4.11 [Fifth Supplemental Indenture, dated as of December 16, 2015, relating to the 7.50% Senior Notes I due 2021, between Overseas Shipholding Group, Inc. and Wilmington Trust Company, as Trustee \(filed as Exhibit 4.2 to Registrant's Current Report on Form 8-K dated December 16, 2015 and incorporated herein by reference\).](#)
- 4.12 [Sixth Supplemental Indenture, dated as of December 16, 2015, relating to the 7.50% Senior Notes II due 2021, between Overseas Shipholding Group, Inc. and Wilmington Trust Company, as Trustee \(filed as Exhibit 4.3 to Registrant's Current Report on Form 8-K dated December 16, 2015 and incorporated herein by reference\).](#)
- 4.13 [Indenture dated as of March 29, 2010, between the Registrant and the Bank of New York Mellon, as trustee, for the issuance of debt securities of the Registrant from time to time \(filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K dated March 29, 2010 and incorporated herein by reference\).](#)
- 4.14 [Form of 8 1/8% Senior Notes due 2018 of the Registrant \(filed as Exhibit 4.2 to the Registrant's Current Report on Form 8-K dated March 29, 2010 and incorporated herein by reference\).](#)
- 4.15 [First Supplemental Indenture, dated as of December 16, 2015, relating to the 8.125% Senior Notes due 2018, between Overseas Shipholding Group, Inc. and The Bank of New York Mellon, as Trustee \(filed as Exhibit 4.1 to Registrant's Current Report on Form 8-K dated December 16, 2015 and incorporated herein by reference\).](#)
- 10.1 [ABL Credit Agreement dated as of August 5, 2014, among the Registrant, OSG Bulk Ships, Inc. \("OSB"\), certain subsidiaries of OSB as other guarantors, various lenders, Jefferies Finance LLC, Barclays Bank PLC and UBS Securities LLC, as joint lead arrangers and joint book running managers, Wells Fargo Bank, National Association, as administrative agent, Barclays Bank PLC and UBS Securities LLC, as co-documentation agents, Jefferies Finance LLC, as syndication agent, Wells Fargo Bank, National Association, as collateral agent and mortgage trustee, swingline lender and issuing bank \(the "ABL Credit Agreement"\) \(filed as Exhibit 10.1 to Registrant's Registration Statement on Form S-1 filed on August 20, 2014 and incorporated herein by reference\).](#)
- 10.2 [First Amendment, dated as of June 3, 2015, to the ABL Credit Agreement \(filed as Exhibit 10.1 to Registrant's Current Report on Form 8-K dated June 9, 2015 and incorporated herein by reference\).](#)
- 10.3 [DTL Credit Agreement dated as of August 5, 2014, among the Registrant, OSB, certain subsidiaries of OSB as other guarantors, various lenders, Jefferies Finance LLC, Barclays Bank PLC and UBS Securities LLC, as joint lead arrangers and joint book running managers, Jefferies Finance LLC, as administrative agent, Barclays Bank PLC and UBS Securities LLC, as co-documentation agents, Jefferies Finance LLC, as syndication agent, collateral agent and mortgage trustee \(the "DTL Credit Agreement"\) \(filed as Exhibit 10.2 to Registrant's Registration Statement on Form S-1 filed on August 20, 2014 and incorporated herein by reference\).](#)

- 10.4 [First Amendment, dated as of June 3, 2015, to the DTL Credit Agreement \(filed as Exhibit 10.2 to Registrant's Current Report on Form 8-K dated June 9, 2015 and incorporated herein by reference\).](#)
- \*10.5 [Supplemental Executive Savings Plan of the Registrant dated as of December 22, 2005, as amended by Amendment One effective as of January 1, 2006 \(filed as Exhibit 10\(iii\)\(a\) to the Registrant's Annual Report on Form 10-K for 2008 and incorporated herein by reference\) \(No. 001-06479\) \(filed March 2, 2009\).](#)
- \*10.6 [Form of Director Indemnity Agreement for the directors of the Registrant \(filed as Exhibit 10.8 to Registrant's Registration Statement on Form S-1 filed on August 20, 2014 and incorporated herein by reference\).](#)
- 10.7 [Incentive Compensation Recoupment Policy for Executive Officers \(filed as Exhibit 99.2 to the Registrant's Current Report on Form 8-K dated January 25, 2010 and incorporated herein by reference\).](#)
- \*10.8 [Engagement letter dated as of November 1, 2012 by and between the Registrant and Greylock Partners, LLC \(filed as Exhibit 99.2 to the Registrant's Current Report on Form 8-K dated November 15, 2012 and incorporated herein by reference\) \(No. 001-06479\) \(filed 11/14/12\).](#)
- \*10.9 [Engagement letter dated as of August 6, 2014 by and between Registrant and Greylock Partners, LLC \(filed as Exhibit 10.12 to Amendment No. 1 to Registrant's Registration Statement on Form S-1 filed on September 30, 2014 and incorporated herein by reference\).](#)
- \*10.10 [Severance Plan of the Registrant effective April 1, 2013 \(filed as Exhibit 10.11 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.11 [Management Incentive Compensation Plan \(filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated September 23, 2014 and incorporated herein by reference\).](#)
- \*10.12 [Non-Employee Director Incentive Compensation Plan \(filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K dated September 23, 2014 and incorporated herein by reference\).](#)
- \*10.13 [Management Incentive Compensation Plan Stock Option Grant Agreement \(Subject to stockholder approval\) \(filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K dated September 23, 2014 and incorporated herein by reference\).](#)
- \*10.14 [Management Incentive Compensation Plan Stock Option Grant Agreement \(Not subject to stockholder approval\) \(filed as Exhibit 10.4 to the Registrant's Current Report on Form 8-K dated September 23, 2014 and incorporated herein by reference\).](#)
- \*10.15 [Management Incentive Compensation Plan Restricted Stock Unit Grant Agreement \(Subject to stockholder approval\) \(filed as Exhibit 10.5 to the Registrant's Current Report on Form 8-K dated September 23, 2014 and incorporated herein by reference\).](#)
- \*10.16 [Management Incentive Compensation Plan Restricted Stock Unit Grant Agreement \(Not subject to stockholder approval\) \(filed as Exhibit 10.6 to the Registrant's Current Report on Form 8-K dated September 23, 2014 and incorporated herein by reference\).](#)
- \*10.17 [Form of Officers Indemnity Agreement for the officers of the Registrant \(filed as Exhibit 10.18 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.18 [Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.13 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 and incorporated herein by reference\).](#)

- \*10.19 [Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.14 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 and incorporated herein by reference\).](#)
- \*10.20 [Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.15 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 and incorporated herein by reference\).](#)
- \*10.21 [Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.22 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.22 [Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.23 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.23 [Amendment No. 1 dated as of March 2, 2015 to Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.24 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.24 [Employment Agreement dated as of December 19, 2014 between the Registrant and an executive \(filed as Exhibit 10.25 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.25 [Employment Agreement dated as of January 20, 2015 between the Registrant and an executive \(filed as Exhibit 10.26 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.26 [Employment Agreement dated as of February 13, 2015 between the Registrant and an executive \(filed as Exhibit 10.29 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.27 [Letter Agreement dated as of August 31, 2015 between the Registrant and a former director \(filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 and incorporated herein by reference\).](#)
- \*10.28 [Letter Agreement dated as of August 31, 2015 between the Registrant and a former director \(filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 and incorporated herein by reference\).](#)
- \*10.29 [Letter Agreement dated August 11, 2014 with an executive officer \(filed as Exhibit 10.7 to Registrant's Registration Statement on Form S-1 filed on August 20, 2014 and incorporated herein by reference\).](#)
- \*10.30 [Settlement, Release and Indemnity Agreement dated as of February 3, 2015 between the Registrant, certain subsidiaries of the Registrant and an executive \(filed as Exhibit 10.27 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference\).](#)
- \*10.31 [Amendment No. 1 dated as of March 30, 2016 to Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K dated April 5, 2016 and incorporated herein by reference\).](#)
- \*10.32 [Amendment No. 2 dated as of August 3, 2016 to Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.7 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 and incorporated herein by reference\).](#)

- \*10.33 [Amendment No. 3 dated as of November 7, 2016 to Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K dated November 14, 2016 and incorporated herein by reference\).](#)
- \*10.34 [Amendment No. 1 dated as of March 30, 2016 to Employment Agreement dated as of February 13, 2015 between the Registrant and an executive \(filed as Exhibit 10.4 to the Registrant's Current Report on Form 8-K dated April 5, 2016 and incorporated herein by reference\).](#)
- \*10.35 [Amendment No. 2 dated as of August 3, 2016 to Employment Agreement dated as of February 13, 2015 between the Registrant and an executive \(filed as Exhibit 10.8 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 and incorporated herein by reference\).](#)
- \*10.36 [Amendment No. 3 dated as of November 7, 2016 to Employment Agreement dated as of February 13, 2015 between the Registrant and an executive \(filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated November 14, 2016 and incorporated herein by reference\).](#)
- \*10.37 [Amendment No. 1 dated as of March 30, 2016 to Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated April 5, 2016 and incorporated herein by reference\).](#)
- \*10.38 [Amendment No. 2 dated as of August 3, 2016 to Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.6 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 and incorporated herein by reference\).](#)
- \*10.39 [Letter Agreement dated November 7, 2016 with an executive officer \(filed as Exhibit 10.3 to Registrant's Current Report on Form 8-K dated November 14, 2016 and incorporated herein by reference\).](#)
- \*10.40 [Amendment No. 1 dated as of March 30, 2016 to Employment Agreement dated as of December 19, 2014 between the Registrant and an executive \(filed as Exhibit 10.5 to the Registrant's Current Report on Form 8-K dated April 5, 2016 and incorporated herein by reference\).](#)
- \*10.41 [Amendment No. 2 dated as of August 3, 2016 to Employment Agreement dated as of December 19, 2014 between the Registrant and an executive \(filed as Exhibit 10.9 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 and incorporated herein by reference\).](#)
- \*10.42 [Letter Agreement dated November 7, 2016 with an executive officer \(filed as Exhibit 10.4 to Registrant's Current Report on Form 8-K dated November 14, 2016 and incorporated herein by reference\).](#)
- \*10.43 [Amendment No. 1 dated as of March 30, 2016 to Employment Agreement dated as of September 29, 2014 between the Registrant and an executive \(filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K dated April 5, 2016 and incorporated herein by reference\).](#)
- \*10.44 [Separation Agreement dated July 29, 2016 between the Registrant and a former executive \(filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 and incorporated herein by reference\).](#)
- \*10.45 [Employment Agreement dated as of July 17, 2016 between the Registrant and an executive \(filed as Exhibit 10.5 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 and incorporated herein by reference\).](#)
- \*10.46 [Employment Agreement dated as of November 10, 2016 between the Registrant and an executive \(filed as Exhibit 10.47 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2016 and incorporated herein by reference\).](#)
- \*10.47 [Employment Agreement dated as of November 29, 2016 between the Registrant and an executive \(filed as Exhibit 10.48 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2016 and incorporated herein by reference\).](#)

- \*10.48 [Amendment No. 1 to Employment Agreement dated as of December 12, 2016 between the Registrant and an executive \(filed as Exhibit 10.49 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2016 and incorporated herein by reference\).](#)
- 10.49 [Transition Services Agreement, dated as of November 30, 2016, between Overseas Shipholding Group, Inc. and International Seaways, Inc. \(filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated December 2, 2016 and incorporated herein by reference\).](#)
- 10.50 [Employee Matters Agreement, dated as of November 30, 2016, between Overseas Shipholding Group, Inc. and International Seaways, Inc. \(filed as Exhibit 10.2 to the Registrant's Current Report on Form 8-K dated December 2, 2016 and incorporated herein by reference\).](#)
- \*10.51 [Form of Overseas Shipholding Group, Inc. Management Incentive Comprehensive Plan Performance Restricted Stock Unit Grant Agreement \(filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 and incorporated herein by reference\).](#)
- \*10.52 [Overseas Shipholding Group, Inc. Management Incentive Comprehensive Plan Performance Restricted Stock Unit Grant Agreement, Form PB-TSR 2017 \(filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 and incorporated herein by reference\).](#)
- \*10.53 [Overseas Shipholding Group, Inc. Management Incentive Comprehensive Plan Performance Restricted Stock Unit Grant Agreement, Form PB-ROIC 2017 \(filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 and incorporated herein by reference\).](#)
- \*10.54 [Overseas Shipholding Group, Inc. Management Incentive Comprehensive Plan Time-Based Restricted Stock Unit Grant Agreement, Form TB-Officer 2017 \(filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 and incorporated herein by reference\).](#)
- \*10.55 [Overseas Shipholding Group, Inc. Management Incentive Comprehensive Plan Stock Option Grant Agreement, Form StOp 2017 \(filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2017 and incorporated herein by reference\).](#)
- \*10.56\*\* [Overseas Shipholding Group, Inc. Non-Employee Director Incentive Compensation Plan approved by the stockholders at the Annual Meeting of Stockholders held on June 6, 2017, effective June 6, 2017.](#)
- \*10.57 [Letter Agreement dated as of July 17, 2017 between the Registrant and an executive \(filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K dated July 17, 2017 and incorporated herein by reference\).](#)
- \*10.58 [Employment Agreement dated as of November 30, 2017 between the Registrant and an executive \(filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K dated December 4, 2017 and incorporated herein by reference\).](#)
- \*10.59\*\* [Employment Agreement dated as of November 30, 2017 between the Registrant and an executive.](#)
- \*10.60\*\* [Form of Overseas Shipholding Group, Inc. Management Incentive Compensation Plan Stock Bonus Grant Agreement, Form "Stock Bonus Shares".](#)
- \*10.61\*\* [Form of Overseas Shipholding Group, Inc. Management Incentive Compensation Plan Stock Option Grant Agreement.](#)
- \*10.62\*\* [Form of Overseas Shipholding Group, Inc. Management Incentive Compensation Plan Stock Bonus Grant Agreement.](#)
- \*10.63\*\* [Form of Overseas Shipholding Group, Inc. Management Incentive Compensation Plan Time-Based Restrictive Stock Unit Grant Agreement, Form "TB-Officer".](#)

*10.64**	<a href="#">Form of Overseas Shipholding Group, Inc. Management Incentive Compensation Plan Performance-Based Restrictive Stock Unit Grant Agreement, Form "PB-TSR".</a>
*10.65**	<a href="#">Form of Overseas Shipholding Group, Inc. Management Incentive Compensation Plan Performance-Based Restrictive Stock Unit Grant Agreement, Form "PB-ROIC".</a>
21**	<a href="#">List of subsidiaries of the Registrant.</a>
23.1**	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>
23.2**	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>
31.1**	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and 15d-14(a), as amended.</a>
31.2**	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and 15d-14(a), as amended.</a>
32**	<a href="#">Certification of Chief 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.</a>
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Schema.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase.
101.DEF	XBRL Taxonomy Extension Definition Linkbase.
101.LAB	XBRL Taxonomy Extension Label Linkbase.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase.

(1) The Exhibits marked with one asterisk (\*) are a management contract or a compensatory plan or arrangement required to be filed as an exhibit.

(2) The Exhibits which have not previously been filed or listed are marked with two asterisks (\*\*).

#### ITEM 16. FORM 10-K SUMMARY

None

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

Date: March 9, 2018

OVERSEAS SHIPHOLDING GROUP, INC.

By: \_\_\_\_\_ /s/ RICHARD TRUEBLOOD

Richard Trueblood  
Vice President  
and Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated. Each of such persons appoints Samuel H. Norton and Christopher Wolf, and each of them, as his agents and attorneys-in-fact, in his name, place and stead in all capacities, to sign and file with the SEC any amendments to this report and any exhibits and other documents in connection therewith, hereby ratifying and confirming all that such attorneys-in-fact or either of them may lawfully do or cause to be done by virtue of this power of attorney.



Name	Date
/s/ SAMUEL H. NORTON Samuel H. Norton, Principal Executive Officer and Director	March 9, 2018
/s/ DOUGLAS D. WHEAT Douglas D. Wheat, Director	March 9, 2018
/s/ TIMOTHY BERNLOHR Timothy Bernlohr, Director	March 9, 2018
/s/ JOSEPH I. KRONBERG Joseph I. Kronsberg, Director	March 9, 2018
/s/ RONALD STEGER Ronald Steger, Director	March 9, 2018
/s/ ANJA L. MANUEL Anja L. Manuel, Director	March 9, 2018
/s/ GARY EUGENE TAYLOR Gary Eugene Taylor, Director	March 9, 2018
/s/ TY E. WALLACH Ty E. Wallach, Director	March 9, 2018

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**SCHEDULE I - CONDENSED FINANCIAL INFORMATION OF PARENT**  
**OVERSEAS SHIPHOLDING GROUP, INC.**  
**CONDENSED BALANCE SHEETS**  
**DOLLARS IN THOUSANDS**

	<u>December 31, 2017</u>	<u>December 31, 2016</u>
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 40,838	\$ 74,383
Restricted cash	58	7,272
Income taxes recoverable	113	199
Receivable from INSW	65	—
Prepaid expenses and other current assets	582	966
Total Current Assets	<u>41,656</u>	<u>82,820</u>
Restricted cash	217	8,572
Investments in subsidiaries	358,064	398,586
Intercompany receivables	3,279	809
Other assets	1	146
Receivable from INSW	—	47
Total Assets	<u>\$ 403,217</u>	<u>\$ 490,980</u>
<b>LIABILITIES AND EQUITY</b>		
<b>Current Liabilities:</b>		
Accounts payable, accrued expenses and other current liabilities	\$ 2,013	\$ 10,324
Income taxes payable	131	163
Total Current Liabilities	<u>2,144</u>	<u>10,487</u>
Reserve for uncertain tax positions	3,205	3,129
Long-term debt	685	80,896
Deferred income taxes	83,671	141,457
Intercompany payables	274	679
Total Liabilities	<u>89,979</u>	<u>236,648</u>
<b>Equity:</b>		
Common stock - Class A (\$0.01 par value; 166,666,666 shares authorized; 78,277,669 and 70,271,172 shares issued and outstanding)	783	702
Paid-in additional capital	584,675	583,526
Accumulated deficit	(265,758)	(321,736)
	<u>319,700</u>	<u>262,492</u>
Accumulated other comprehensive loss	(6,462)	(8,160)
Total Equity	<u>313,238</u>	<u>254,332</u>
Total Liabilities and Equity	<u>\$ 403,217</u>	<u>\$ 490,980</u>

See notes to condensed financial statements

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**SCHEDULE I - CONDENSED FINANCIAL INFORMATION OF PARENT**  
**OVERSEAS SHIPHOLDING GROUP, INC.**  
**CONDENSED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME/(LOSS)**  
**DOLLARS IN THOUSANDS**

	Years Ended December 31,		
	2017	2016	2015
<b>Operating Expenses</b>			
General and administrative	\$ (134)	\$ 698	\$ 935
Total operating expenses	(134)	698	935
Equity in income/(loss) from subsidiaries	6,575	(63,698)	47,534
Operating income/(loss) from continuing operations	6,709	(64,396)	46,599
Other expense	(2,504)	(2,363)	(26,511)
Income/(loss) from continuing operations before interest expense, reorganization items, net and income taxes	4,205	(66,759)	20,088
Interest expense	(5,664)	(10,323)	(32,669)
Loss from continuing operations before reorganization items, net and income taxes	(1,459)	(77,082)	(12,581)
Reorganization items, net	(190)	10,925	(7,888)
Loss from continuing operations before income taxes	(1,649)	(66,157)	(20,469)
Income tax benefit	57,627	65,098	101,034
<b>Net income/(loss) from continuing operations</b>	55,978	(1,059)	80,565
<b>Net (loss)/income for discontinued operations</b>	—	(292,555)	203,395
<b>Net income/(loss)</b>	55,978	(293,614)	283,960
Other comprehensive income, net of tax:			
Change in unrealized losses on cash flow hedges	907	10,311	6,927
Defined benefit pension and other postretirement benefit plans:			
Net change in unrecognized prior service cost	(157)	(60)	(211)
Net change in unrecognized actuarial losses	948	(3,295)	3,203
Other comprehensive income	1,698	6,956	9,919
<b>Comprehensive income/(loss)</b>	\$ 57,676	\$ (286,658)	\$ 293,879

See notes to condensed financial statements

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**SCHEDULE I - CONDENSED FINANCIAL INFORMATION OF PARENT**  
**OVERSEAS SHIPHOLDING GROUP, INC.**  
**CONDENSED STATEMENTS OF CASH FLOWS**  
**DOLLARS IN THOUSANDS**

	Years Ended December 31,		
	2017	2016	2015
<b>Cash Flows from Operating Activities:</b>			
Net cash (used in)/provided by operating activities	\$ (13,787)	\$ 202,989	\$ 162,118
<b>Cash Flows from Investing Activities:</b>			
Change in restricted cash	15,569	(5,261)	42,502
Contributions to subsidiaries	—	—	(1,633)
Distributions from subsidiaries	50,000	51,832	25,000
Net cash provided by investing activities	65,569	46,571	65,869
<b>Cash Flows from Financing Activities:</b>			
Payments on debt	—	(39,319)	—
Extinguishment of debt	(84,170)	—	(326,051)
Repurchases of common stock and common stock warrants	—	(119,343)	(3,633)
Cash dividends paid	—	(31,910)	—
Tax withholding on share-based awards	(1,157)	—	—
Net cash used in financing activities	(85,327)	(190,572)	(329,684)
Net (decrease)/increase in cash and cash equivalents	(33,545)	58,988	(101,697)
Cash and cash equivalents at beginning of year	74,383	15,395	117,092
Cash and cash equivalents at end of year	<u>\$ 40,838</u>	<u>\$ 74,383</u>	<u>\$ 15,395</u>

See notes to condensed financial statements

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES**  
**SCHEDULE I - CONDENSED FINANCIAL INFORMATION OF PARENT**  
**OVERSEAS SHIPHOLDING GROUP, INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**DOLLARS IN THOUSANDS**

**NOTE A — BASIS OF PRESENTATION AND DESCRIPTION OF BUSINESS**

Overseas Shipholding Group, Inc. (the “Parent”) is a holding company that conducts substantially all of its business operations through its subsidiaries. The condensed financial information and related notes have been prepared in accordance with Rule 12.04, Schedule I of Regulation S-X. This financial information should be read in conjunction with the consolidated financial statements and notes thereto of Overseas Shipholding Group, Inc., and subsidiaries (collectively, the “Company”).

The Parent owns 100% of OSG Bulk Ships, Inc. (“OBS”), which is incorporated in New York State, and OSG Financial Corp., which is incorporated in Delaware. OBS and its subsidiaries own and operate a fleet of oceangoing vessels engaged in the transportation of crude oil and refined petroleum products in the U.S. Flag trades. On November 30, 2016 (the “Distribution Date”), the Parent spun off its international business into a new independent company, International Seaways, Inc. (“INSW”). For additional information regarding the spin-off, see Note 1, “Basis of Presentation and Description of Business,” to the Company’s consolidated financial statements set forth in Item 8, “Financial Statements and Supplementary Data.”

**NOTE B — BANKRUPTCY FILING AND EMERGENCE FROM BANKRUPTCY**

On November 14, 2012 (the “Petition Date”), the Parent and 180 of its subsidiaries (together with OSG, the “Debtors”) filed voluntary petitions for reorganization under Chapter 11 of Title II of the U.S. Code (the “Bankruptcy Code”) in the U.S. Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On March 7, 2014, the Debtors filed a plan of reorganization supported by certain of the lenders under OSG’s \$1,500,000 credit agreement, dated as of February 9, 2006 (the “Lender Plan”). On April 18, 2014, the Debtors received a proposal for an alternative plan of reorganization from certain holders of existing equity interests of OSG, which the Debtors determined to be more favorable to the Debtors’ creditors and equity interest holders than the Lender Plan (the “Equity Proposal”). Accordingly, the Debtors filed with the Bankruptcy Court a plan of reorganization that effectuates the terms of the Equity Proposal (as subsequently amended, the “Equity Plan”). The Bankruptcy Court confirmed the Equity Plan by order entered on July 18, 2014 (the “Confirmation Order”). On August 5, 2014 (the “Effective Date”), the Equity Plan became effective and OSG emerged from bankruptcy. As of February 10, 2017, none of the original 181 Chapter 11 cases filed remains open.

For additional information regarding the Company’s emergence from bankruptcy, see Note 2, “Chapter 11 Filing and Emergence from Bankruptcy,” to the Company’s consolidated financial statements set forth in Item 8, “Financial Statements and Supplementary Data.”

**NOTE C—DEBT:**

Long-term debt consists of the following:

	<b>Years Ended December 31,</b>	
	<b>2017</b>	<b>2016</b>
8.125% notes due 2018, net of unamortized discount and deferred costs of \$0 and \$1,406	\$ —	\$ 80,213
7.5% Election 2 notes due 2021, net of unamortized discount and deferred costs of \$6 and \$8	295	293
7.50% notes due 2024	390	390
	<u>\$ 685</u>	<u>\$ 80,896</u>

The aggregate annual principal payments required to be made on debt over the next five years and thereafter are \$301 (2021) and \$390 (2024).

During the years ended December 31, 2017 and 2016, the Company repurchased and retired an aggregate principal amount of \$0 and \$294, respectively, of its 7.50% notes due 2024 and \$55,202 and \$37,345, respectively, of its 8.125% notes due 2018. The aggregate losses of \$2,495 and \$2,463 realized on these transactions during the years ended December 31, 2017 and 2016, respectively, are included in other expense in the consolidated statements of operations. The net losses reflect a \$504 and \$784

write-off of unamortized deferred finance costs associated with the repurchased debt during the years ended December 31, 2017 and 2016, respectively.

On December 27, 2017, the Company deposited cash in the amount of \$27,491 with The Bank of New York Mellon Trust Company, N.A., as trustee, to pay the principal of \$26,417 plus accrued and unpaid interest of \$514 on all of the outstanding 8.125% Notes ("Remaining Notes") on their stated maturity. As a result, the Company's obligations under the indenture and the Remaining Notes were satisfied and the indenture was cancelled and discharged. The aggregate loss of \$742 realized on this transaction during the year ended December 31, 2017 is included in other expense in the consolidated statements of operations. The net loss reflects a \$182 write-off of unamortized deferred finance costs.

During 2015, the Parent repurchased and retired an aggregate principal amount of \$326,051 of the above notes. The aggregate net loss of \$26,516 realized on these transactions during 2015, is included in other expense in the accompanying condensed statement of operations and comprehensive income/(loss).

See Note 9, "Debt," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data," for additional information relating to the Parent's debt.

**NOTE D—RELATED PARTY TRANSACTIONS:**

The financial statements of the Parent included related party transactions as presented in the tables below:

	Years Ended December 31,		
	2017	2016	2015
General and administrative expenses reimbursed to/(by) subsidiaries			
International Seaways, Inc. - Discontinued Operations <sup>(1)</sup>	\$ —	\$ (7,838)	\$ (17,185)
OSG Bulk Ships, Inc. <sup>(1)</sup>	(6,715)	(17,321)	(11,617)
Net reduction in general and administrative expenses	<u>\$ (6,715)</u>	<u>\$ (25,159)</u>	<u>\$ (28,802)</u>

(1) According to the "Shared Services and Cost Sharing Agreement" and the "Cost Sharing Agreement" signed by the Parent and its subsidiaries, effective August 5, 2014, certain overhead costs paid by the Parent on behalf of INSW and OBS are allocated to such subsidiaries.

	Years Ended December 31,		
	2017	2016	2015
Equity in income/(loss) of subsidiaries			
OSG Bulk Ships, Inc.	\$ (6,576)	\$ (63,744)	\$ 47,482
OSG Financial Corp.	1	46	52
Total	<u>\$ (6,575)</u>	<u>\$ (63,698)</u>	<u>\$ 47,534</u>

On November 30, 2016, the Parent completed the separation of its business into two independent publicly-traded companies through the spin-off of its then wholly-owned subsidiary INSW. Income/(loss) from the discontinued operations of INSW during the eleven months ended November 30, 2016 and the year ended December 31, 2015 was \$(292,555) and \$203,395, respectively. For additional information regarding the spin-off, see Note 1, "Basis of Presentation and Description of Business," and Note 5, "Discontinued Operations," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data."

	Years Ended December 31,	
	2017	2016
Intercompany receivables:		
OSG Ship Management (Tampa)	\$ 2,086	\$ —
OSG Bulk Ships, Inc.	1,193	809
Total	<u>\$ 3,279</u>	<u>\$ 809</u>

Intercompany receivables principally represent outstanding balances due from the subsidiaries in accordance with the "Shared Services and Cost Sharing Agreement" and the "Cost Sharing Agreement" effective August 5, 2014.

	Years Ended December 31,	
	2017	2016
Intercompany payables:		
OSG Bulk Ships, Inc.	\$ —	\$ 563
OSG Ship Management Inc.	157	—
OSG Financial Corp.	117	116
<b>Total</b>	<b>\$ 274</b>	<b>\$ 679</b>

During 2017, OBS paid a cash distribution to the Parent of \$50,000. The return of capital distribution received by the Parent is reflected in the condensed statement of cash flows as cash flows from investing activities.

During 2016, INSW, OBS, and OSG Financial Corp. paid cash distributions to the Parent of \$202,000, \$51,295, and \$537, respectively, including earnings distributions of \$202,000 from INSW and returns of capital from OBS of \$51,295 and OSG Financial Corp. of \$537. The earnings distributions and return of capital distributions received by the Parent are reflected in the condensed statement of cash flows as cash flows from operating activities and investing activities, respectively. Supplemental cash flow information for the year ended December 31, 2016 associated with net non-cash capital transactions aggregating \$884,591 were non-cash investing activities, including \$895,650 related to the spin-off of INSW.

During 2015, INSW and OBS paid cash distributions to the Parent of \$200,000 and \$25,000, respectively, including earnings distributions from INSW of \$200,000 and a \$25,000 return of capital from OBS. The earnings distributions and the return of capital distributions received by the Parent are reflected in the condensed statement of cash flows as cash flows from operating activities and investing activities, respectively. Supplemental cash flow information for the year ended December 31, 2015 associated with net non-cash capital transactions aggregating \$1,502 were non-cash investing activities. Such amounts are not to be settled in cash.

Receivables of \$65 and \$47 due from INSW as of December 31, 2017 and 2016, respectively, are primarily in relation to amounts owed pursuant to the Separation and Distribution Agreement, as described in Note 5, "Discontinued Operations."

**NOTE E — GUARANTEES:**

See Note 13, "Related Parties," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data," for information relating to Parent guarantees.

**NOTE F — CONTINGENCIES:**

See Note 21, "Contingencies," to the Company's consolidated financial statements set forth in Item 8, "Financial Statements and Supplementary Data," for information with respect to the Parent's contingencies.

## Section 2: EX-10.56 (EXHIBIT 10.56)

**OVERSEAS SHIPHOLDING GROUP, INC.  
NON-EMPLOYEE DIRECTOR INCENTIVE COMPENSATION PLAN  
(as amended with shareholder approval)  
(effective as of June 6, 2017)**

1. Purpose of the Plan

This Plan is intended to promote the interests of the Company and its shareholders by providing certain non-employee directors of the Company, who are largely responsible for the management, growth and protection of the business of the Company, with incentives and rewards to encourage them to continue in the service of the Company.

2. Definitions

As used in the Plan or in any instrument governing the terms of any Incentive Award, the following definitions apply to the terms indicated below:

- (a) "Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified Person.

- (b) "Award Agreement" means a written agreement, in a form determined by the Committee from time to time, entered into by each Participant and the Company, evidencing the grant of an Incentive Award under the Plan.
- (c) "Board of Directors" means the Board of Directors of OSG.
- (d) "Cash Incentive Award" means an award granted to a Participant pursuant to Section 8 of the Plan.
- (e) "Change in Control" means (i) any one Person, or more than one Person acting as a group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)), other than OSG or any employee benefit plan sponsored by OSG, acquires ownership of stock of OSG that, together with stock held by such Person or group, constitutes more than fifty percent (50%) of the total fair market value or total Voting Power of the stock of OSG; or (ii) any one Person, or more than one Person acting as a group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)) other than OSG or any employee benefit plan sponsored by OSG acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons) ownership of stock of OSG possessing thirty percent (30%) or more of the total Voting Power of the stock of OSG; or (iii) a majority of members of the Board of Directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board of Directors before the date of each appointment or election; or (iv) any one Person, or more than one Person acting as a group (as defined in Treasury Regulation § 1.409A-3(i)(5)(v)(B)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions. For purposes of subsection (iv), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. The foregoing subsections (i) through (iv) shall be interpreted in a manner that is consistent with the Treasury Regulations promulgated pursuant to Section 409A of the Code so that all, and only, such transactions or events that could qualify as a "change in control event" within the meaning of Treasury Regulation §1.409A-3(i)(5)(i) will be deemed to be a Change in Control for purposes of this Plan.
- (f) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and all regulations, interpretations and administrative guidance issued thereunder.
- (g) "Committee" means the Compensation Committee of the Board of Directors or such other committee as the Board of Directors shall appoint from time to time to administer the Plan and to otherwise exercise and perform the authority and functions assigned to the Committee under the terms of the Plan.



- (h) "Common Stock" means OSG's Class A common stock, \$0.01 par value per share, or any other security into which the common stock shall be changed pursuant to the adjustment provisions of Section 9 of the Plan.
- (i) "Company" means Overseas Shipholding Group, Inc. and all of its Subsidiaries, collectively.
- (j) "Deferred Compensation Plan" means any plan, agreement or arrangement maintained by the Company from time to time that provides opportunities for deferral of compensation.
- (k) "Effective Date" means the date the Plan is adopted.
- (l) "Employment" means the period during which an individual is classified or treated by the Company as a non-employee director of the Company.
- (m) "Exchange Act" means the Securities Exchange Act of 1934, as amended.
- (n) "Fair Market Value" means, with respect to a share of Common Stock, as of the applicable date of determination or if the exchange is not open for trading on such date, the immediately preceding day on which the exchange is open for trading, the closing price as reported on the date of determination on the principal securities exchange on which shares of Common Stock are then listed or admitted to trading (the "Securities Exchange"). In the event that the price of a share of Common Stock shall not be so reported, the Fair Market Value of a share of Common Stock shall be determined by the Committee in its sole discretion taking into account the requirements of Section 409A of the Code.
- (o) "Incentive Award" means one or more Stock Incentive Awards and/or Cash Incentive Awards, collectively.
- (p) "Option" means a stock option to purchase shares of Common Stock granted to a Participant pursuant to Section 6.
- (q) "OSG" means Overseas Shipholding Group, Inc., a Delaware corporation (and any successor thereto).
- (r) "Other Stock-Based Award" means an award granted to a Participant pursuant to Section 7.
- (s) "Participant" means a non-employee director of the Company who is eligible to participate in the Plan and to whom one or more Incentive Awards have been granted pursuant to the Plan and have not been fully settled or cancelled and, following the death of any such Person, his successors, heirs, executors and administrators, as the case may be.
- (t) "Person" means a "person" as such term is used in Section 13(d) and 14(d) of the Exchange Act, including any "group" within the meaning of Section 13(d)(3) under the Exchange Act.
- (u) "Plan" means the Overseas Shipholding Group, Inc. Non-Employee Director Incentive Compensation Plan, as it may be amended from time to time.
- (v) "Securities Act" means the Securities Act of 1933, as amended.
- (w) "Stock Incentive Award" means an Option or Other Stock-Based Award granted pursuant to the terms of the Plan.
- (x) "Subsidiary" means any "subsidiary" within the meaning of Rule 405 under the Securities Act.
- (y) "Target Award" means target payout amount for an Incentive Award.
- (z) "Voting Power" means the number of votes available to be cast (determined by reference to the maximum number of votes entitled to be cast by the holders of Voting Securities upon any matter submitted to shareholders where the holders of all Voting Securities vote together as a single class) by the holders of Voting Securities.

(aa) "Voting Securities" means any securities or other ownership interests of an entity entitled, or which may be entitled, to vote on the election of directors, or securities or other ownership interests which are convertible into, or exercisable in exchange for, such Voting Securities, whether or not subject to the passage of time or any contingency.

3. Stock Subject to the Plan and Limitations on Awards

(a) Stock Subject to the Plan

The maximum number of shares of Common Stock that may be covered by Incentive Awards granted under the Plan shall not exceed 2,050,000 shares of Common Stock in the aggregate. The maximum number of shares referred to in the preceding sentences of this Section 3(a) shall in each case be subject to adjustment as provided in Section 9 and the following provisions of this Section 3. Of the shares described, 100% may be delivered in connection with "full-value Awards," meaning Incentive Awards other than Options or stock appreciation rights; provided, however, that any shares granted under Options or stock appreciation rights shall be counted against the share limit on a one-for-one basis and any shares granted as full-value Incentive Awards shall be counted against the share limit as two (2) shares for every one (1) share subject to such Incentive Award. Shares of Common Stock issued under the Plan may be either authorized and unissued shares, treasury shares, shares purchased by the Company in the open market, or any combination of the preceding categories as the Committee determines in its sole discretion.

For purposes of the preceding paragraph, shares of Common Stock covered by Incentive Awards shall only be counted as used to the extent they are actually issued and delivered to a Participant (or such Participant's permitted transferees as described in the Plan) pursuant to the Plan; provided, however, that if an Incentive Award is settled for cash or if shares of Common Stock are withheld to pay the exercise price of an Option or to satisfy any tax withholding requirement in connection with an Incentive Award, both the shares issued (if any), and the shares withheld, will be deemed delivered for purposes of determining the number of shares of Common Stock that are available for delivery under the Plan. In addition, if shares of Common Stock are issued subject to conditions which may result in the forfeiture, cancellation or return of such shares to the Company, any portion of the shares forfeited, cancelled or returned shall be treated as not issued pursuant to the Plan. In addition, if shares of Common Stock owned by a Participant (or such Participant's permitted transferees as described in the Plan) are tendered (either actually or through attestation) to the Company in payment of any obligation in connection with an Incentive Award, the number of shares tendered shall be added to the number of shares of Common Stock that are available for delivery under the Plan. Shares of Common Stock covered by Incentive Awards granted pursuant to the Plan in connection with the assumption, replacement, conversion or adjustment of outstanding equity-based awards in the context of a corporate acquisition or merger (within the meaning of Section 303A.08 of the New York Stock Exchange Listed Company Manual) shall not count as used under the Plan for purposes of this Section 3.

(b) Individual Award Limits

Subject to adjustment as provided in Section 9, the maximum number of shares of Common Stock that may be covered by Incentive Awards granted under the Plan to any Participant in any calendar year shall not exceed 100,000 shares. For this purpose, the number of shares "covered by" an Incentive Award shall be the maximum number of shares that may be required to be delivered in settlement of that Incentive Award. The amount payable to any Participant with respect to any calendar year for all Cash Incentive Awards shall not exceed \$1,000,000. For purposes of the preceding sentence, the phrase "amount payable with respect to any calendar year" means the amount of cash, or value of other property, required to be paid in a calendar year, disregarding any deferral pursuant to the terms of a Deferred Compensation Plan.

4. Administration of the Plan

The Plan shall be administered by a Committee of the Board of Directors consisting of two or more Persons, each of whom qualifies as a "non-employee director" (within the meaning of Rule 16b-3 promulgated under Section 16 of the Exchange Act), an "outside director" within the meaning of Treasury Regulation Section 1.162-27(e)(3) and as "independent" as required by NYSE or any security exchange on which the Common Stock is listed, in each case if and to the extent

required by applicable law or necessary to meet the requirements of such Rule, Section or listing requirement at the time of determination. From time to time, the Board may increase or decrease the size of the Committee, add additional members to, remove members (with or without cause) from, appoint new members in substitution therefor, and fill vacancies, however caused, in the Committee. The Committee shall, consistent with the terms of the Plan, from time to time designate those individuals who shall be granted Incentive Awards under the Plan and the amount, type and other terms and conditions of such Incentive Awards. All of the powers and responsibilities of the Committee under the Plan may be delegated by the Committee, in writing, to any subcommittee thereof, in which case the acts of such subcommittee shall be deemed to be acts of the Committee hereunder. The Committee may also from time to time authorize a subcommittee consisting of one or more members of the Board of Directors (including members who are employees of the Company) or employees of the Company to grant Incentive Awards to Persons who are not "executive officers" of the Company (within the meaning of Rule 16a-1 under the Exchange Act), subject to such restrictions and limitations as the Committee may specify and to the requirements of Section 157 of the Delaware General Corporation Law.

The Committee shall have full discretionary authority to administer the Plan, including discretionary authority to interpret and construe any and all provisions of the Plan and any Award Agreement thereunder, and to adopt, amend and rescind from time to time such rules and regulations for the administration of the Plan, including rules and regulations related to sub-plans established for the purpose of satisfying applicable foreign laws and/or qualifying for preferred tax treatment under applicable foreign tax laws, as the Committee may deem necessary or appropriate. Decisions of the Committee shall be final, binding and conclusive on all parties.

For the avoidance of doubt, the Committee may exercise all discretion granted to it under the Plan in a non-uniform manner among Participants.

The Committee may delegate the administration of the Plan to one or more officers or employees of the Company, and such administrator(s) may have the authority to execute and distribute Award Agreements, to maintain records relating to Incentive Awards, to process or oversee the issuance of Common Stock under Incentive Awards, to interpret and administer the terms of Incentive Awards, and to take such other actions as may be necessary or appropriate for the administration of the Plan and of Incentive Awards under the Plan, provided that in no case shall any such administrator be authorized (i) to grant Incentive Awards under the Plan (except in connection with any delegation made by the Committee pursuant to the first paragraph of this Section 4), (ii) to take any action inconsistent with Section 409A of the Code or (iii) to take any action inconsistent with applicable provisions of the Delaware General Corporation Law. Any action by any such administrator within the scope of its delegation shall be deemed for all purposes to have been taken by the Committee and, except as otherwise specifically provided, references in this Plan to the Committee shall include any such administrator. The Committee and, to the extent it so provides, any subcommittee, shall have sole authority to determine whether to review any actions and/or interpretations of any such administrator, and if the Committee shall decide to conduct such a review, any such actions and/or interpretations of any such administrator shall be subject to approval, disapproval, or modification by the Committee.

On or after the date of grant of an Incentive Award under the Plan, the Committee may (i) accelerate the date on which any such Incentive Award becomes vested, exercisable or transferable, as the case may be, (ii) extend the term of any such Incentive Award, including, without limitation, extending the period following a termination of a Participant's Employment during which any such Incentive Award may remain outstanding, (iii) waive any conditions to the vesting, exercisability or transferability, as the case may be, of any such Incentive Award or (iv) provide for the payment of dividends or dividend equivalents with respect to any such Incentive Award; provided, that the Committee shall not have any such authority to the extent that the grant of such authority would cause any tax to become due under Section 409A of the Code. Notwithstanding anything herein to the contrary, the Company shall not reprice any stock option (within the meaning of Section 303A.08 of the New York Stock Exchange Listed Company Manual and any other formal or informal guidance issued by the New York Stock Exchange) without the approval of the shareholders of OSG.

The Company shall pay any amount payable with respect to an Incentive Award in accordance with the terms of such Incentive Award, provided that the Committee may, in its discretion, defer, or give a Participant the election to defer, the payment of amounts payable with respect to an Incentive Award subject to and in accordance with the terms of a Deferred Compensation Plan.

No member of the Committee shall be liable for any action, omission, or determination relating to the Plan, and OSG shall indemnify and hold harmless each member of the Committee and each other director or employee of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been delegated, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Committee) arising out of any action, omission or determination relating to the Plan, unless, in either case, such action, omission or determination was taken or made by such member, director or employee in bad faith and without reasonable belief that it was in the best interests of the Company.

5. Eligibility

The Persons who shall be eligible to receive Incentive Awards pursuant to the Plan shall be those non-employee directors of the Company whom the Committee shall select from time to time. Each Incentive Award granted under the Plan shall be evidenced by an Award Agreement.

6. Options

The Committee may from time to time grant Options on such terms as it shall determine, subject to the terms and conditions set forth in the Plan.

(a) Exercise Price

The exercise price per share of Common Stock covered by any Option shall be not less than 100% of the Fair Market Value of a share of Common Stock on the date on which such Option is granted.

(b) Term and Exercise of Options

(1) Each Option shall become vested and exercisable on such date or dates, during such period and for such number of shares of Common Stock as shall be determined by the Committee on or after the date such Option is granted; provided, however that no Option shall be exercisable after the expiration of ten years from the date such Option is granted; and, provided, further, that each Option shall be subject to earlier termination, expiration or cancellation as provided in the Plan or the Award Agreement.

(2) Each Option shall be exercisable in whole or in part; provided, however that no partial exercise of an Option shall be for an aggregate exercise price of less than \$1,000. The partial exercise of an Option shall not cause the expiration, termination or cancellation of the remaining portion thereof.

(3) An Option shall be exercised by such methods and procedures as the Committee determines from time to time, including without limitation through net physical settlement or other method of cashless exercise.

7. Other Stock-Based Awards

The Committee may from time to time grant equity-based or equity-related awards not otherwise described herein in such amounts and on such terms as it shall determine, subject to the terms and conditions set forth in the Plan. Without limiting the generality of the preceding sentence, each such Other Stock-Based Award may (i) involve the transfer of actual shares of Common Stock to Participants, either at the time of grant or thereafter, or payment in cash or otherwise of amounts based on the value of shares of Common Stock, (ii) be subject to performance-based and/or service-based conditions, (iii) be in the form of stock appreciation rights, phantom stock, restricted stock, restricted stock units, performance shares, deferred share units or share-denominated performance units, and (iv) be designed to comply with applicable laws of jurisdictions other than the United States; provided, that each Other Stock-Based Award shall be denominated in, or shall have a value determined by reference to, a number of shares of Common Stock that is specified at the time of the grant of such Incentive Award.

8. Cash Incentive Awards

The Committee may from time to time grant Cash Incentive Awards on such terms as it shall determine, subject to the terms and conditions set forth in the Plan. Cash Incentive Awards may be settled in cash or in other property, including shares of Common Stock, provided that the term "Cash Incentive Award" shall exclude any Option or Other Stock-Based Award.

9. Adjustment Upon Certain Changes

Subject to any action by the shareholders of OSG required by law, applicable tax rules or the rules of any exchange on which shares of common stock of OSG are listed for trading:

(a) Shares Available for Grants

In the event of any change in the number of shares of Common Stock outstanding by reason of any stock dividend or split, recapitalization, merger, consolidation, combination or exchange of shares or similar corporate change, the maximum aggregate number of shares of Common Stock with respect to which the Committee may grant Incentive Awards and the maximum aggregate number of shares of Common Stock with respect to which the Committee may grant Incentive Awards to any individual Participant in any year shall be appropriately adjusted or substituted by the Committee. In the event of any change in the number of shares of Common Stock of OSG outstanding by reason of any other event or transaction, the Committee shall, to the extent deemed appropriate by the Committee, make such adjustments to the type or number of shares of Common Stock with respect to which Incentive Awards may be granted.

(b) Increase or Decrease in Issued Shares Without Consideration

In the event of any increase or decrease in the number of issued shares of Common Stock resulting from a subdivision or consolidation of shares of Common Stock or the payment of a stock dividend (but only on the shares of Common Stock), or any other increase or decrease in the number of such shares effected without receipt or payment of consideration by the Company, the Committee shall, to the extent deemed appropriate by the Committee, adjust the type or number of shares of Common Stock subject to each outstanding Incentive Award and the exercise price per share of Common Stock of each such Incentive Award.

(c) Certain Mergers and Other Transactions

In the event of any merger, consolidation or similar transaction as a result of which the holders of shares of Common Stock receive consideration consisting exclusively of securities of the surviving corporation in such transaction, the Committee shall, to the extent deemed appropriate by the Committee, adjust each Incentive Award outstanding on the date of such merger or consolidation so that it pertains and applies to the securities which a holder of the number of shares of Common Stock subject to such Incentive Award would have received in such merger or consolidation.

In the event of (i) a dissolution or liquidation of OSG, (ii) a sale of all or substantially all of the Company's assets (on a consolidated basis), (iii) a merger, consolidation or similar transaction involving OSG in which the holders of shares of Common Stock receive securities and/or other property, including cash, other than shares of the surviving corporation in such transaction, the Committee shall, to the extent deemed appropriate by the Committee, have the power to:

(i) cancel, effective immediately prior to the occurrence of such event, each Incentive Award (whether or not then exercisable or vested), and, in full consideration of such cancellation, pay to the Participant to whom such Incentive Award was granted an amount in cash, for each share of Common Stock subject to such Incentive Award, equal to the value, as determined by the Committee, of such Incentive Award, provided that with respect to any outstanding Option such value shall be equal to the excess of (A) the value, as determined by the Committee, of the property (including cash) received by the holder of a share of Common Stock as a result of such event over (B) the exercise price of such Option; or

(ii) provide for the exchange of each Incentive Award (whether or not then exercisable or vested) for an Incentive Award with respect to (A) some or all of the property which a holder of the number of shares of Common

Stock subject to such Incentive Award would have received in such transaction or (B) securities of the acquiror or surviving entity and, incident thereto, make an equitable adjustment as determined by the Committee in the exercise price of the Incentive Award, or the number of shares or amount of property subject to the Incentive Award or provide for a payment (in cash or other property) to the Participant to whom such Incentive Award was granted in partial consideration for the exchange of the Incentive Award.

(e) Other Changes

In the event of any change in the capitalization of OSG or corporate change other than those specifically referred to in Sections 9(b), (c) or (d), the Committee shall, to the extent deemed appropriate by the Committee, make such adjustments in the number and class of shares subject to Incentive Awards outstanding on the date on which such change occurs and in such other terms of such Incentive Awards as the Committee may consider appropriate.

(f) Cash Incentive Awards

In the event of any transaction or event described in this Section 9, including without limitation any corporate change referred to in paragraph (e) hereof, the Committee shall, to the extent deemed appropriate by the Committee, make such adjustments in the terms and conditions of any Cash Incentive Award.

(g) No Other Rights

Except as expressly provided in the Plan or any Award Agreement, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividends or dividend equivalents, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger or consolidation of OSG or any other corporation. Except as expressly provided in the Plan, no issuance by OSG of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares or amount of other property subject to, or the terms related to, any Incentive Award.

(h) Savings Clause

No provision of this Section 9 shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code.

Furthermore, no provision of this Section 9 shall be given effect to the extent such provision would result in short-swing profits liability under Section 16 of the Exchange Act or violate the exemptive conditions of Rule 16b-3 of the Exchange Act.

10. Change in Control; Termination of Employment

(a) Change in Control

The consequences of a Change in Control, if any, will be set forth in the Award Agreement in addition to what is provided in this Section 10.

(b) Termination of Employment

(1) Except as to any awards constituting stock rights subject to Section 409A of the Code, termination of Employment shall mean a separation from service within the meaning of Section 409A of the Code. The Employment of a Participant with the Company shall be deemed to have terminated for all purposes of the Plan if such Person is employed by or provides services to a Person that is a Subsidiary of the Company and such Person ceases to be a Subsidiary of the Company, unless the Committee determines otherwise. Without limiting the generality of the foregoing, the Committee shall determine whether an authorized leave of absence, or absence in military or government service, shall constitute termination of Employment. Furthermore, no payment shall be made with respect to any Incentive Awards under the Plan that are subject to Section 409A of the Code as a result of any such authorized leave of absence or absence in military or government

service unless such authorized leave or absence constitutes a separation from service for purposes of Section 409A of the Code.

(2) The Award Agreement shall specify the consequences with respect to such Option of the termination of Employment of the Participant holding the Option.

11. Rights Under the Plan

No Person shall have any rights as a shareholder with respect to any shares of Common Stock covered by or relating to any Incentive Award until the date of the issuance of such shares on the books and records of OSG. Except as otherwise expressly provided in Section 9 hereof, no adjustment of any Incentive Award shall be made for dividends or other rights for which the record date occurs prior to the date of such issuance. Nothing in this Section 11 is intended, or should be construed, to limit authority of the Committee to cause the Company to make payments based on the dividends that would be payable with respect to any share of Common Stock if it were issued or outstanding, or from granting rights related to such dividends.

The Company shall not have any obligation to establish any separate fund or trust or other segregation of assets to provide for payments under the Plan. To the extent any Person acquires any rights to receive payments hereunder from the Company, such rights shall be no greater than those of an unsecured creditor.

12. No Special Employment Rights; No Right to Incentive Award

a) Nothing contained in the Plan or any Award Agreement shall confer upon any Participant any right with respect to the continuation of his or her Employment by the Company or interfere in any way with the right of the Company at any time to terminate such Employment or to increase or decrease the compensation of the Participant from the rate in existence at the time of the grant of an Incentive Award.

b) No Person shall have any claim or right to receive an Incentive Award hereunder. The Committee's granting of an Incentive Award to a Participant at any time shall neither require the Committee to grant an Incentive Award to such Participant or any other Participant or other Person at any time nor preclude the Committee from making subsequent grants to such Participant or any other Participant or other Person.

13. Securities Matters

a) OSG shall be under no obligation to effect the registration pursuant to the Securities Act of any shares of Common Stock to be issued hereunder or to effect similar compliance under any state or local laws. Notwithstanding anything herein to the contrary, OSG shall not be obligated to cause to be issued shares of Common Stock pursuant to the Plan unless and until OSG is advised by its counsel that the issuance is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which shares of Common Stock are traded. The Committee may require, as a condition to the issuance of shares of Common Stock pursuant to the terms hereof, that the recipient of such shares make such covenants, agreements and representations, and that any related certificates representing such shares bear such legends, as the Committee, in its sole discretion, deems necessary or desirable.

b) The exercise or settlement of any Incentive Award (including, without limitation, any Option) granted hereunder shall only be effective at such time as counsel to OSG shall have determined that the issuance and delivery of shares of Common Stock pursuant to such exercise is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which shares of Common Stock are traded. OSG may, in its sole discretion, defer the effectiveness of any exercise or settlement of an Incentive Award granted hereunder in order to allow the issuance of shares pursuant thereto to be made pursuant to registration or an exemption from registration or other methods for compliance available under federal or state or local securities laws. OSG shall inform the Participant in writing of its decision to defer the effectiveness of the exercise or settlement of an Incentive Award granted hereunder. During

the period that the effectiveness of the exercise of an Incentive Award has been deferred, the Participant may, by written notice, withdraw such exercise and obtain the refund of any amount paid with respect thereto.

14. Withholding Taxes

(a) Cash Remittance

Whenever withholding tax obligations are incurred in connection with any Incentive Award, OSG shall have the right to require the Participant to remit to OSG in cash an amount sufficient to satisfy federal, state and local withholding tax requirements, if any, attributable to such event. In addition, upon the exercise or settlement of any Incentive Award in cash, or the making of any other payment with respect to any Incentive Award (other than in shares of Common Stock), OSG shall have the right to withhold from any payment required to be made pursuant thereto an amount sufficient to satisfy the federal, state and local withholding tax requirements, if any, attributable to such exercise, settlement or payment.

(b) Stock Remittance

At the election of the Participant, subject to the approval of the Committee, whenever withholding tax obligations are incurred in connection with any Incentive Award, the Participant may tender to OSG a number of shares of Common Stock that have been owned by the Participant for at least six months (or such other period as the Committee may determine) having a Fair Market Value at the tender date determined by the Committee to be sufficient to satisfy the minimum federal, state and local withholding tax requirements, if any, attributable to such event. Such election shall satisfy the Participant's obligations under Section 14(a) hereof, if any.

(c) Stock Withholding

At the election of the Participant, subject to the approval of the Committee, whenever withholding tax obligations are incurred in connection with any Incentive Award, OSG shall withhold a number of such shares having a Fair Market Value determined by the Committee to be sufficient to satisfy the minimum federal, state and local withholding tax requirements, if any, attributable to such event. Such election shall satisfy the Participant's obligations under Section 14(a) hereof, if any.

15. Amendment or Termination of the Plan

The Board of Directors may at any time suspend or discontinue the Plan or revise or amend it or any Incentive Award in any respect whatsoever; provided, however, that to the extent that any applicable law, tax requirement, or rule of a stock exchange requires shareholder approval in order for any such revision or amendment to be effective, such revision or amendment shall not be effective without such approval. The preceding sentence shall not restrict the Committee's ability to exercise its discretionary authority hereunder pursuant to Section 4 hereof, which discretion may be exercised without amendment to the Plan. No provision of this Section 15 shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code. Except as expressly provided in the Plan, no action hereunder may, without the consent of a Participant, adversely affect the Participant's rights under any previously granted and outstanding Incentive Award. Nothing in the Plan shall limit the right of the Company to pay compensation of any kind outside the terms of the Plan.

16. Recoupment

Notwithstanding anything in the Plan or in any Award Agreement to the contrary, the Company will be entitled to the extent permitted or required by applicable law (including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act), Company policy and/or the requirements of an exchange on which the Company's shares are listed for trading, in each case, as in effect from time to time to recoup compensation of whatever kind paid by the Company at any time to a Participant under this Plan.

17. No Obligation to Exercise



The grant to a Participant of an Incentive Award shall impose no obligation upon such Participant to exercise such Incentive Award.

18. Transfers

Incentive Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of a Participant, only by the Participant; provided, however that the Committee may permit Options to be sold, pledged, assigned, hypothecated, transferred, or disposed of, on a general or specific basis, subject to such conditions and limitations as the Committee may determine. Upon the death of a Participant, outstanding Incentive Awards granted to such Participant may be exercised only by the executors or administrators of the Participant's estate or by any Person or Persons who shall have acquired such right to exercise by will or by the laws of descent and distribution. No transfer by will or the laws of descent and distribution of any Incentive Award, or the right to exercise any Incentive Award, shall be effective to bind OSG unless the Committee shall have been furnished with (a) written notice thereof and with a copy of the will and/or such evidence as the Committee may deem necessary to establish the validity of the transfer and (b) an agreement by the transferee to comply with all the terms and conditions of the Incentive Award that are or would have been applicable to the Participant and to be bound by the acknowledgements made by the Participant in connection with the grant of the Incentive Award.

19. Expenses and Receipts

The expenses of the Plan shall be paid by OSG. Any proceeds received by OSG in connection with any Incentive Award will be used for general corporate purposes.

20. Failure to Comply

In addition to the remedies of the Company elsewhere provided for herein, failure by a Participant to comply with any of the terms and conditions of the Plan or any Award Agreement, unless such failure is remedied by such Participant within ten days after having been notified of such failure by the Committee, shall be grounds for the cancellation and forfeiture of such Incentive Award, in whole or in part, as the Committee, in its absolute discretion, may determine.

21. Relationship to Other Benefits

No payment with respect to any Incentive Awards under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company except as otherwise specifically provided in such other plan.

22. Governing Law

The Plan and the rights of all Persons under the Plan shall be construed and administered in accordance with the laws of the State of Delaware without regard to its conflict of law principles.

23. Severability

If all or any part of this Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any portion of this Plan not declared to be unlawful or invalid. Any Section or part of a Section so declared to be unlawful or invalid shall, if possible, be construed in a manner that will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

24. Effective Date and Term of Plan

The Effective Date of the Plan is September 23, 2014. No grants of Incentive Awards may be made under the Plan after September 23, 2024.

[\(Back To Top\)](#)

## Section 3: EX-10.59 (EXHIBIT 10.59)

### EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of November 30, 2017 (the "Effective Date"), between Overseas Shipholding Group, Inc., a Delaware Corporation (the "Company"), and **Susan Allan Pritchard** (the "Executive").

WHEREAS, the Company and the Executive mutually desire that the Executive continues to serve as an Executive Officer of the Company on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. **Position and Duties**

(a) The Company hereby agrees to employ the Executive as General Counsel and Corporate Secretary of the Company. The Executive hereby accepts such position and agrees to serve the Company in such capacity during the Term, as defined in Section 2 hereof. The Executive shall have such duties and responsibilities as may be assigned by the Company from time to time, which duties and responsibilities may vary from those existing at the time of execution of this Agreement. The Executive shall be subject to, and shall act in accordance with, all lawful instructions and directions of the Chief Executive Officer of the Company ("CEO") and Board of Directors of the Company (the "Board") and all policies and rules of the Company applicable to executive officers. The Executive shall report directly to the CEO of the Company.

(b) During the Term, excluding any periods of vacation and sick leave to which the Executive is entitled, the Executive shall devote her full working time, energy and attention to the performance of her duties and responsibilities hereunder and shall diligently endeavor to promote the business and best interests of the Company. Notwithstanding the foregoing, to the extent that it does not interfere with the performance of Executive's duties hereunder, Executive may (i) with the prior consent of the Board, serve on the boards of directors or equivalent bodies of trade associations and/or charitable organizations; (ii) engage in charitable activities and community affairs; and (iii) manage her personal, financial and legal affairs.

## **2. Term**

The Executive shall serve in the capacity described in Section 1(a) until terminated (such period, the "Term") upon her "Separation from Service" with the Company in connection with any of the events described in Section 4 hereof.

## **3. Compensation**

### (a) Base Salary

As compensation for the agreements made by the Executive herein and the performance by the Executive of her obligations hereunder, the Company shall pay the Executive a base salary at the rate of \$250,000 per annum (the "Base Salary"), payable in accordance with

the Company's payroll practice as in effect from time to time and subject to annual review and possible increase, but not decrease, as determined by the Board in its discretion.

(b) Annual Bonus

In addition to the Base Salary, with respect to each full fiscal year of the Company during the Term the Executive shall be eligible to earn an annual bonus (the "Annual Bonus") with a target value no less than 15% of the Executive's Base Salary. The Annual Bonus target is subject to annual review, as determined by the Compensation Committee in its sole discretion. Actual Annual Bonuses will be based on the achievement of performance criteria established by the CEO and/or the Compensation Committee pursuant to the Company's annual incentive plan and subject to performance factor achievement as set forth therein, subject to the Executive's employment with the Company through the applicable payment date for any such Annual Bonus. Except as otherwise provided in Section 6, it will be a condition precedent to the Executive's earning and receiving payment of any Annual Bonus that she will have been actively employed on the last day of the fiscal year to which the Annual Bonus relates and be in good standing.

(c) Special Bonus Pool

The Executive will be eligible to participate in the Special Bonus Pool (the "Special Bonus Pool Award") pursuant to and in accordance with the terms established by the Compensation Committee. Except as otherwise provided in Section 6, it will be a condition precedent to the Executive's earning and receiving payment of any Special Bonus Pool Award that she will have been actively employed on December 31, 2018 and be in good standing.

(d) Equity Grants

Annual Grant. During the term of employment, the Executive may periodically be recommended to receive equity grants in the form of non-statutory stock options, restricted stock, restricted stock units, or performance stock units, subject to terms and conditions approved by the Compensation Committee and to NYSE or other rules and regulations related to the timing of grants. The total target value of such equity grants shall be equal to or greater than 50% of the Executive's Base Salary. The specific terms and conditions governing all aspects of any such grants shall be set forth in the Company equity incentive plan (the "Plan") and in the grant agreement evidencing such grants.

(e) Reimbursement of Expenses

During the Term, the Company shall reimburse the Executive for all business expenses incurred by the Executive in performing her duties and responsibilities under this Agreement ("Business Expenses"), in accordance and to the extent consistent with the Company's policies for reimbursement of business expenses incurred by other Company senior executive officers.

(f) Other Benefits

During the Term, for so long as the Executive meets the eligibility requirements of the applicable plan, policy or program: (i) except as specifically provided herein, the Executive shall be entitled to participate in all savings and retirement plans, policies and programs of the

Company which are made available generally to other executive officers of the Company and (ii) except as specifically provided herein, the Executive shall be entitled to participate in, and shall receive all benefits under, all health, welfare and benefit plans, policies and programs (including the Company's health insurance and disability plans, vacation and relocation allowances) provided by the Company which are made available to other similarly situated executive officers of the Company (for the avoidance of doubt, such plans, policies or programs shall not include any plan, policy or program which provides benefits in the nature of severance or continuation pay).

#### **4. Separation from Service**

(a) Death

The Executive shall separate from service with the Company, and the Term shall terminate, upon the Executive's death.

(b) Disability

The Executive shall separate from service with the Company if, as a result of the Executive's incapacity due to physical or mental illness or injury, the Executive (i) shall become eligible to receive a benefit under the Company's long-term disability plan applicable to the Executive, or (ii) has been unable, due to physical or mental illness or incapacity, to perform the essential duties of her employment with reasonable accommodation for a continuous period of ninety (90) days or an aggregate of one hundred-eighty (180) days within a one-year period ("Disability"). The termination of the Executive's employment for Disability shall not be considered a termination without Cause for purposes of this Agreement.

(c) Cause

The Company may, by providing written notice to the Executive, immediately (except as otherwise provided in this Section 4(c)) terminate the Executive's employment for Cause. The term "Cause" for purposes of this Agreement shall mean:

- (i) the Executive's indictment or conviction of, or entrance of a plea of guilty or nolo contendere to, a felony or other serious crime involving moral turpitude under federal law or state law;
- (ii) fraudulent conduct by the Executive in connection with the business affairs of the Company; or
- (iii) theft, embezzlement, or other criminal misappropriation of funds by the Executive (other than good faith expense account disputes); or
- (iv) the Executive's refusal to materially perform her executive duties hereunder; or
- (v) the Executive's willful misconduct, which has, or would have if generally known, an adverse effect on the business or reputation of the Company; or

(vi) the Executive's material breach of any employment policy of the Company, including, but not limited to, conduct relating to falsification of business records, confidential information, violation of the Company's Code of Business Conduct and Ethics, harassment, creation of a hostile work environment, excessive absenteeism, insubordination, violation of the Company's policy on drug and alcohol use, or violent acts or threats of violence; or

(vii) the Executive's material breach of a covenant, representation, warranty or obligation of Executive under this Agreement or any other agreement entered into between the parties.

Provided that, in the case of Cause occurring under section (iv) above, the Company shall give Executive thirty (30) days to cure the circumstances to the sole satisfaction of the Company.

(d) Without Cause or Voluntarily (Other Than for Good Reason)

The Company may terminate the Executive's employment without Cause, and the Executive may voluntarily terminate her employment, other than for Good Reason, provided that the Executive provides the Company, or the Company provides the Executive, with written notice of the intent to terminate her employment at least sixty (60) days in advance of the Date of Separation from Service (as defined below). Upon such termination, in each case, the Executive shall separate from service with the Company and the Company in its sole discretion may elect to have the Executive removed from the Company's offices upon such notice of termination. For the sake of clarity, in the event the Executive voluntarily terminates her employment, other than for Good Reason, the Executive shall comply with the Restrictive Covenants set forth in Section 8, with the exception of the restriction on competition set forth in Section 8(e).

(e) Good Reason

The Executive may terminate her employment and separate from service with the Company for Good Reason. For purposes of this Agreement, the term "Good Reason" shall mean, when used in connection with the Executive's Separation from Service with the Company, unless the Executive shall have consented in writing thereto, (i) a material reduction in her duties and responsibilities as set forth in Section 1, which shall not include a change in the person to whom the Executive reports, or (ii) a material reduction in the total target value of her compensation as provided for in Section 3, or (iii) a relocation of the Tampa Office to more than 50 miles from the current location or the Executive's current residence, or a reassignment of Executive's place of work from the Tampa Office to another office located more than 50 miles from the current location or the Executive's current residence, or (iv) any other action or inaction that constitutes a material breach of this Agreement by the Company; provided, in each case, within thirty (30) days following the initial occurrence of any of the events set forth herein, the Executive shall have delivered written notice to the Company of her intention to terminate her employment for Good Reason, which notice specifies in reasonable detail the circumstances claimed to give rise to the Executive's right to terminate employment for Good Reason, the Company shall not have cured such circumstances within thirty (30) days following the Company's receipt of such notice, and the Executive's

Separation from Service with the Company shall have occurred within seventy (70) days following the initial occurrence of the applicable event. Upon such termination the Executive shall separate from service with the Company and the Term shall terminate.

## **5. Procedure for Separation from Service**

### **(a) Notice of Separation from Service**

Any separation of the Executive from service with the Company (other than a separation from service on account of the death of Executive) shall be communicated by written "Notice of Separation from Service" to the other party hereto in accordance with Section 14(a) hereof.

### **(b) Date of Separation from Service**

The Date of Separation from Service shall mean:

(i) if the Separation from Service occurs due to the Executive's death, the date of the Executive's death;

(ii) if the Separation from Service occurs pursuant to Section 4(b), the date on which the Executive receives a Notice of Separation from Service from the Company;

(iii) if the Separation from Service occurs due to the Company's termination for Cause, the date of the termination in accordance with Section 4(c) hereof

(iv) if the Separation from Service occurs due to the Executive's voluntary termination without Good Reason, the date specified in the notice given pursuant to Section 4(d) hereof;

(v) if the Separation from Service occurs due to the Executive's termination for Good Reason, the date of her termination in accordance with Section 4(e) hereof; and

(vi) if the Separation from Service occurs for any other reason, the date on which a Notice of Separation from Service is given or any later date (within sixty (60) days, or any alternative time period agreed upon by the parties, after the giving of such notice) set forth in such Notice of Separation from Service.

### **(c) Resignation from all Boards and Officer Positions**

Upon any termination or cessation of Executive's employment with the Company, for any reason, Executive agrees immediately to resign, and any notice of termination or actual termination or cessation of employment shall act automatically to effect such resignation, from any position on the Board and on any board of directors of any subsidiary or affiliate of the Company and from any position as an officer of the Company or as an officer of any subsidiary or affiliate of the Company.

## 6. Severance Benefits

### (a) Without Cause or for Good Reason

In the event of the Executive's Separation from Service due to termination by the Company without Cause or by the Executive for Good Reason, subject to compliance with the covenants in Section 8 and the execution and timely return by the Executive of the Release, the Company shall pay or provide to the Executive the amounts or benefits described in paragraphs (A), (B), (C), (D) and (E) below at the times specified below (the "Severance Benefits"), and, except for (x) any vested benefits under any tax-qualified pension plans of the Company and (y) continuation of health insurance benefits on the terms and to the extent required by COBRA or such other analogous legislation as may be applicable to the Executive, the Company shall have no additional obligations under this Agreement.

(A) *Accrued Payments.* Within thirty (30) days following the Date of Separation from Service, (w) Base Salary earned by the Executive but not paid through the Date of Separation from Service; (x) the Executive's accrued but unused vacation pay through the Date of Separation from Service; (y) any Business Expenses not reimbursed as of the Date of Separation from Service and (z) any equity grants that have vested as of the Date of Separation but that have not yet been settled, or that may vest in the future in accordance with the terms of any grant agreements (the amounts described in (w) through (z), together, the "Accrued Payments"); subject, in the case of (z), to any delay in settlement that may be required under the applicable award agreement, tax or other laws.

(B) *Salary Continuation.* Salary continuation payments paid in accordance with the Company's standard payroll practices at the same rate as the Executive's then-current annual Base Salary for a period of 12 months measured from the day of the Executive's Date of Separation from Service, provided that the initial salary continuation payment shall be made on the first payroll date following the expiration of the Release Period (as defined below).

(C) *Pro-Rata Bonus.* Except as otherwise provided in Section 6(e) below, any incentive compensation to which the Executive may have been entitled with respect to the fiscal year in which the Date of Separation from Service occurs pursuant to Section 3(b) shall be paid following the end of such fiscal year in accordance with the terms thereof, provided that the Annual Bonus that may become payable shall be *pro rated* to reflect the number of days in such fiscal year that have lapsed as of the Date of Separation from Service.

(D) *Pro-Rata Special Bonus Pool.* Except as otherwise provided in Section 6(e) below, any compensation to which the Executive may have been entitled with respect to the terms of the Special Bonus Pool Award pursuant to Section 3(c) shall be paid following the end of the performance period associated with such Award in accordance with the terms thereof, provided that the Special Bonus Pool Award that may become payable shall be *pro rated* to reflect the number of days in such fiscal year that have lapsed as of the Date of Separation from Service.

(E) *Vesting of Equity Awards.* Except as otherwise provided in Section 6(e) below, all awards under equity incentive compensation plans of the Company that vest solely based upon the continued provision of services and that are not based on any performance criteria, granted to the Executive and outstanding and to the extent not otherwise vested, shall be vested as of the Date of Separation from Service.

(b) Cause or Voluntarily (other than for Good Reason).

In the event of the Executive's Separation from Service with the Company due to a termination of the Executive's employment by the Company for Cause or voluntarily by the Executive other than for Good Reason, the Company shall pay the Executive the Accrued Payments within thirty (30) days following the Date of Separation from Service. Except as provided in this Section 6(b), and except for any vested benefits under any tax qualified pension plans of the Company, and continuation of health insurance benefits on the terms and to the extent required by COBRA or any other analogous legislation as may be applicable to the Executive, the Company shall have no additional obligations under this Agreement.

(c) Disability or Death.

In the event of the Executive's Separation from Service with the Company as a result of the Executive's death or Disability, subject to the Executive's compliance with the covenants in Section 8 and the Executive's execution and timely return of the Release, the Company shall pay the Executive or the Executive's estate, as the case may be (i) the Accrued Payments as set forth in Section 6(a)(A), (ii) the Pro-Rata Bonus as set forth in Section 6(a)(C), (iii) the Pro-Rata Special Bonus Pool Award as set forth in Section 6(a)(D), and (iv) the equity awards as set forth in Section 6(a)(E). Except for any vested benefits under any tax qualified pension plans of the Company, and continuation of health insurance benefits on the terms and to the extent required by COBRA or any other analogous legislation as may be applicable to the Executive, the Company shall have no additional obligations under this Agreement.

(d) Release

Notwithstanding anything to the contrary in this Agreement, the Severance Benefits, and the benefits described in Section 6(c), shall be paid to the Executive subject to the condition that (i) except in the event of the Executive's Separation from Service with the Company as a result of the Executive's death, the Executive has delivered to the Company an executed copy of a waiver and general release of claims (the "Release") in a form substantially similar to the form attached hereto as Exhibit A, and that such Release has become effective, enforceable and irrevocable in accordance with its terms, not later than 60 days after the Date of Separation from Service (the "Release Period") and (ii) the Executive complies with the covenants set forth in Section 8 of this Agreement and any provisions regarding non-competition, non-solicitation, non-disclosure and non-disparagement that may be contained in the Company's then-standard Release (collectively, the "Restrictive Covenants"). In the event that the sixtieth day after the Date of Separation from Service occurs in the calendar year following the year that includes the Date of Separation from



Service, no Severance Benefits that constitute deferred compensation subject to Section 409A of the Internal Revenue Code shall be paid until the first day of the calendar year following the year that includes the Date of Separation from Service, and any Severance Benefits that would otherwise have been paid prior to such date shall be paid as soon as practical after such date.

(e) Change in Control

Notwithstanding anything to the contrary in this Agreement, in the event of a Change in Control (as defined below) during the Term, subject to compliance with the covenants set forth in Section 8 and the execution and timely return by the Executive of the Release, the provisions of this Section 6(e) shall apply. For purposes of this Section 6(e), "409A Change in Control" means the occurrence of any of the following:

(i) any one Person, or more than one person acting as a group (as defined under Treasury Regulation Section 1.409A-3(i)(5)(v)(B)), other than the Company or any employee benefit plan sponsored by the Company, acquires ownership of stock of the Company that, together with stock held by such Person or group, constitutes more than fifty percent (50%) of the total fair market value or total Voting Power of the stock of the Company; or

(ii) any one Person, or more than one Person acting as a group (as defined under Treasury Regulation Section 1.409A-3(i)(5)(v)(B)) other than the Company or any employee benefit plan sponsored by the Company acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons) ownership of stock of the Company possessing thirty percent (30%) or more of the total Voting Power of the stock of the Company; or

(iii) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of each appointment or election; or

(iv) any one Person, or more than one Person acting as a group (as defined under Treasury Regulation Section 1.409A-3(i)(5)(v)(B)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than forty percent (40%) of the total gross fair market value of all of the assets of the Company immediately before such acquisition or acquisitions. For purposes of clause (iv) of the preceding sentence, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

The foregoing clauses (i) through (iv) shall be interpreted in a manner that is consistent with the Treasury Regulations promulgated pursuant to Section 409A of the Code so that all, and only, such transactions or events that could qualify as a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i) will be deemed to be a 409A Change in Control for purposes of this Agreement. A "Change in Control" shall mean a 409A

Change in Control or the occurrence of any other event or transaction or series of transactions which results in the Company no longer being required to file reports with the Securities and Exchange Commission under either Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). For purposes of the foregoing:

(x) "Person" means "person" as such term is used in Section 13(d) and 14(d) of the Exchange Act.

(y) "Voting Power" means the number of votes available to be cast (determined by reference to the maximum number of votes entitled to be cast by the holders of Voting Securities upon any matter submitted to shareholders where the holders of all Voting Securities vote together as a single class) by the holders of Voting Securities.

(z) "Voting Securities" means any securities or other ownership interests of an entity entitled, or which may be entitled, to vote on the election of directors, or securities or other ownership interests which are convertible into, or exercisable in exchange for, such Voting Securities, whether or not subject to the passage of time or any contingency.

(A) *Vesting of Equity Awards.* All awards of options under equity incentive compensation plans of the Company granted to the Executive and outstanding as of the Change in Control shall vest and become exercisable in full as of the Change in Control and the exercise period under each such option shall not be less than the period ending on the earlier to occur of (i) the one year anniversary of the Change in Control or (ii) the expiration date of the option.

With respect to all awards under equity incentive compensation plans of the Company granted to the Executive and outstanding as of the Change in Control that vest based upon the provision of services, such awards shall accelerate and vest as of the Executive's Date of Separation from Service due to termination by the Company without Cause or by the Executive for Good Reason at any time during the period ending on the second anniversary of the Change in Control.

With respect to all awards under equity incentive compensation plans of the Company granted to the Executive and outstanding as of the Change in Control that vest based upon the achievement of performance criteria during performance measurement periods that have not yet ended as of the Change in Control, such performance criteria shall be deemed to have been satisfied at the designated maximum level and such awards shall vest pro rata based solely upon the provision of services over the performance period; provided, such awards shall accelerate and vest as of the Executive's Date of Separation from Service due to termination by the Company without Cause or by the Executive for Good Reason at any time during the period ending on the second anniversary of the Change in Control.

(B) *Bonus Awards*. In the event of the Executive's Separation from Service due to termination by the Company without Cause or by the Executive for Good Reason at any time during the period ending on the second anniversary of the Change in Control, the Executive shall be entitled to receive (i) an Annual Bonus for the fiscal year in which the Date of Separation from Service occurs under Section 3(b) of this Agreement, based on target performance, and (ii) to the extent not previously paid in full, the Executive's Special Bonus Pool Award, which Annual Bonus and Special Bonus Pool Award shall be paid within thirty (30) days of the Executive's Date of Separation from Service.

## **7. No Mitigation**

Except as expressly provided herein, the Executive shall not be required to seek other employment or otherwise mitigate the amount of any payments to be made by the Company pursuant to this Agreement. Except as otherwise provided in Section 6(d) including but not limited to if the Executive violates the restrictive covenants set forth in Section 8(e), the payments provided pursuant to this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer after the termination of the Executive's employment or otherwise. The Company shall be obligated to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder without set-off, counterclaim, or recoupment, provided that this shall not limit the Company from making any claim or raising any defense, nor shall it diminish any right or action which the Company may have against the Executive or others for breach of this Agreement or violation of the restrictive covenants in Section 8, which includes but is not limited to recovery of payments or equity grants made under this Agreement.

## **8. Restrictive Covenants**

### **(a) Business Opportunities**

The Executive agrees that so long as she is employed by the Company or any of its subsidiaries or is bound by a non-compete obligation in favor of the Company or any of its subsidiaries, she shall (i) refer to the Company all investment, acquisition, licensing or similar opportunities that involve a Competing Business (as defined below) or otherwise reasonably relate to the actual or anticipated business activities of the Company or its subsidiaries, (ii) use commercially reasonable efforts to allow the Company or one of its subsidiaries to pursue any such opportunity for the benefit of the Company or one of its subsidiaries, and (iii) without the prior written consent of the Board, refrain from pursuing any such opportunity for the benefit of the Executive or any of her affiliates or refer any such opportunity to any other person.

### **(b) Confidential Information**

(i) The Executive shall not disclose either during her period of employment or thereafter, any Confidential Information (as defined below) of which the Executive is or becomes aware, whether or not such information is developed by him, except to the extent that such disclosure is directly related to and required by the Executive's performance in good faith of duties for the Company or its subsidiaries, or use any Confidential Information, directly or indirectly, for her own benefit or for the benefit of any person or entity other than the Company and its subsidiaries. Notwithstanding the foregoing, the Executive may truthfully respond to a lawful

and valid subpoena or other legal process, but shall give the Company the earliest possible notice thereof; shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought; and shall assist the Company and such counsel in resisting or otherwise responding to such process.

(ii) The Executive will take all appropriate steps to safeguard Confidential Information in her possession and to protect it against disclosure, misuse, espionage, loss and theft. The Executive shall deliver to the Company at the termination of her employment, or at any time the Company may request, all memoranda, notes, plans, records, reports, computer media and software and other documents and data (and copies thereof) relating to the Confidential Information or the Work Product (as hereinafter defined) of the business of the Company or any of its Subsidiaries which the Executive may then possess or have under her control.

(iii) As used in this Agreement, the term "Confidential Information" means information that is not generally known to the public and that is used, developed or obtained by the Company or any of its subsidiaries in connection with their businesses, including, but not limited to, information, observations and data obtained by the Executive while employed by the Company or any of its subsidiaries or any predecessors thereof (including those obtained prior to the date hereof) concerning (i) the business or affairs of the Company or any of its subsidiaries (or such predecessors), (ii) products or services, (iii) fees, costs and pricing structures, (iv) designs, (v) analyses, (vi) drawings, photographs and reports, (vii) computer software, including operating systems, applications and program listings, (viii) flow charts, manuals and documentation, (ix) data bases, (x) accounting and business methods, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) customers and clients and customer or client lists, (xiii) other copyrightable works, (xiv) all production methods, processes, technology and trade secrets, (xv) marketing and pricing information, (xvi) supplier lists, and (xvii) all similar and related information in whatever form, all of which are confidential and may be proprietary and are owned or used by the Company or any of its subsidiaries. Confidential Information shall include any and all items enumerated in the preceding sentence that are used, developed or obtained by the Company or any of its subsidiaries in connection with their businesses and of which the Executive is or becomes aware, whether discovered, conceived by, reduced to practice or developed by others or by the Executive alone or with others during the Period of Employment. Confidential Information does not include information that Executive can document has legally and properly entered the public domain through a source other than Executive and through no fault of Executive. Confidential Information will not be deemed to have legally and properly entered the public domain merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

(c) Ownership and Assignment of Work Product

(i) As used in this Agreement, the term "Work Product" means all inventions, innovations, improvements, technical information, systems, software developments, marketing materials, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing, or otherwise) which relates to the Company's or any of its subsidiaries' actual or anticipated business, research and development or existing or future products or services and which are created, conceived, developed, reduced to practice, contributed to, improved upon or made by the Executive (whether or not during usual

business hours, whether or not by the use of the facilities of the Company or any of its subsidiaries, and whether or not alone or in conjunction with any other person) while employed by the Company or any of its subsidiaries or their respective predecessors (including those conceived, developed or made prior to the date hereof) together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing.

(ii) All Work Product that the Executive may have discovered, invented or originated during her employment by the Company or any of its subsidiaries or their respective predecessors prior to the date hereof, or that she may discover, invent or originate during her employment or prior to her termination date, shall be the exclusive property of the Company and its subsidiaries, as applicable, and Executive hereby assigns all of Executive's right, title and interest in and to such Work Product to the Company or its applicable Subsidiaries, including all intellectual property rights therein.

(iii) Executive shall promptly and fully disclose all Work Product to the Company. Executive shall take all requested actions and execute at the request of the Company all documents (including, but not limited to, any licenses or assignments) that the Company may deem necessary to protect, validate, perfect, maintain, enforce, record, patent or register any of its (or any of its subsidiaries', as applicable) rights therein and shall assist the Company, at the Company's expense, in obtaining, defending and enforcing the Company's (or any of its subsidiaries', as applicable) rights therein. If the Company is unable for any reason to secure the Executive's signature on any document for this purpose, the Executive hereby appoints the Company and its duly authorized officers and agents as her attorney-in-fact to act for and on the Executive's behalf and stead to execute any assignments or other documents deemed necessary by the Company to protect or perfect the Company's (and any of its subsidiaries', as applicable) rights to any Work Product and to do all other lawfully permitted acts in connection with the foregoing.

(d) Non-Solicitation

During the Term and for twelve (12) months thereafter, the Executive hereby agrees not to, directly or indirectly, solicit or hire or assist any other person or entity in soliciting or hiring any employee of the Company or any of its affiliates to perform services for any entity (other than the Company or any of its affiliates), or attempt to induce any such employee to leave the employ of the Company or any of its affiliates, or interfere in any manner with any such employee's relationship with the Company or any of its affiliates, or solicit, hire or engage on behalf of himself or any other Person (as defined below) any employee of the Company or any of its affiliates or anyone who was employed by the Company or any of its affiliates during the six-month period preceding such hiring or engagement. Notwithstanding the foregoing, the provisions of this Section 8(d) shall not be violated by (i) the Executive's good faith performance of duties during the Term or (ii) an individual's response to a broad and general advertisement or solicitation not specifically targeting or intending to target employees of the Company or any of its affiliates.

(e) Restriction on Competition

The Executive acknowledges and agrees that information, including the Confidential Information, the Executive has acquired and will acquire during the course of the Executive's

employment may enable the Executive to irreparably injure the Company if the Executive should engage in unfair competition. The purpose of the provisions of this Section is to protect the Company from unfair loss of goodwill and to shield employees from pressure to use or disclose Confidential Information or to trade on the goodwill belonging to the Company. Therefore, in consideration of the receipt of the Confidential Information and the other compensation and benefits provided to the Executive and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Executive hereby agrees as follows:

The Executive acknowledges that, in the course of her employment with the Company, its subsidiaries and/or their predecessors (the "Protected Companies"), she has become familiar, or will become familiar, with the Protected Companies' trade secrets and with other confidential and proprietary information concerning the Protected Companies and that her services have been and will be of special, unique and extraordinary value to the Protected Companies. The Executive agrees that if the Executive were to become employed by, or substantially involved in, the business of a competitor of the Protected Companies during the Restricted Period, it would be very difficult for the Executive not to rely on or use the Protected Companies' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Protected Companies' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Protected Companies' relationships and goodwill with customers, during the Restricted Period, the Executive will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the operation, management or control of any Competing Business.

The phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, consultant, director, officer or licensor of intellectual property. Accordingly, the Executive agrees that she will not, during the Term and for a period of twelve (12) months following the Date of Separation from Service (the "Restricted Period"), directly or indirectly, become employed by, engage in business with, serve as an agent or consultant to, become a partner, member, principal, stockholder or other owner (other than a holder of less than 1% of the outstanding voting shares of any publicly held company) of any Person competitive with the US Flag Crude and Product tanker/ATB trade, or business of the Company or its affiliates at the time of the termination for any Person whether or not for compensation (the "Competing Business"). For purposes of this Section 8, the term "Person" shall mean any individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

(f) Non-Solicitation of Customers

During the period of employment and for a period of twelve (12) months after the termination date, the Executive will not directly or indirectly through any other person or entity influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, ceding companies, associates, consultants, agents, or partners of the Protected Companies to divert their business away from the Protected Companies, and the Executive will not otherwise interfere with, disrupt or attempt to disrupt the business relationships, contractual or otherwise, between the Protected Companies, on the one hand, and any of its or their customers, suppliers, vendors, lessors, licensors, joint venturers, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand.

(g) Return of Company Property

Within one week of the Date of Separation from Service, the Executive shall return to the Company all Company property, including but not limited to computers, laptops, and cell phones.

**9. Injunctive Relief**

It is impossible to measure in money the damages that will accrue to the Company or any of its affiliates in the event that the Executive breaches any of the Restrictive Covenants. In the event that the Executive breaches any such Restrictive Covenant, the Company or any of its affiliates shall be entitled to an injunction restraining the Executive from violating such Restrictive Covenant (without posting any bond). If the Company or any of its affiliates shall institute any action or proceeding to enforce any such Restrictive Covenant, the Executive hereby waives the claim or defense that the Company or any of its affiliates has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that the Company or any of its affiliates has an adequate remedy at law. The foregoing shall not prejudice the Company's or any of its affiliates' right to require the Executive to account for and pay over to the Company or any of its affiliates, and the Executive hereby agrees to account for and pay over, the compensation, profits, monies, accruals or other benefits derived or received by the Executive as a result of any transaction constituting a breach of any of the Restrictive Covenants.

**10. Dispute Resolution**

(a) Law Governing

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be wholly performed in that state without regard to its conflicts of laws provisions or principles.

(b) Jurisdiction

(i) In any suit, action or proceeding seeking to enforce any provision of this Agreement or for purposes of resolving any dispute arising out of or related to this Agreement, the

Company and the Executive each hereby irrevocably consents to the exclusive jurisdiction of any federal court located in the State of Florida, Hillsborough County, or any of the state courts of the State of Florida located in Hillsborough County; (ii) the Company and the Executive each hereby waives, to the fullest extent permitted by applicable law, any objection which it or she may now or hereafter have to the laying of venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; (iii) process in any such suit, action or proceeding may be served on either party anywhere in the world, whether within or without the jurisdiction of such court, and, without limiting the foregoing, each of the Company and the Executive irrevocably agrees that service of process on such party, in the same manner as provided for notices in Section 14(a), shall be deemed effective service of process on such party in any such suit, action or proceeding; (iv) WAIVER OF JURY TRIAL: EACH OF THE COMPANY AND THE EXECUTIVE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT; and (v) Limitation on Damages: the parties agree that there will be no punitive damages payable as a result of or in connection with any claim, matter or breach under or related to this Agreement or the transactions contemplated by this Agreement, and each of the parties agrees not to request punitive damages. Notwithstanding the foregoing of this Section, each of the parties agrees that prior to commencing any claims for breach of this Agreement (except to pursue injunctive relief) to submit, for a period of sixty (60) days, to voluntary mediation before a jointly selected neutral third party mediator under the auspices of JAMS, Miami, Florida, Resolutions Center (or any successor location), pursuant to the procedures of JAMS Mediation Rules conducted in the State of Florida (however, such mediation or obligation to mediate shall not suspend or otherwise delay any termination or other action of the Company or affect the Company's other rights).

(c) Cooperation

Executive agrees to cooperate with the Company, during the term of this Agreement and at any time thereafter (including following Executive's termination of employment for any reason), by making himself reasonably available to testify on behalf of the Company in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to assist the Company, in any such action, suit, or proceeding, by providing information and meeting and consulting with the Board or its representatives or counsel, or representatives or counsel to the Company, as requested; provided, however that it does not materially interfere with her then current professional activities. The Company agrees to reimburse Executive for all reasonable expenses actually incurred in connection with her provision of testimony or assistance.

**11. Section 409A of the Code**

The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Internal Revenue Code of 1986 as amended (the "Code") and the regulations and guidance promulgated thereunder (except to the extent exempt as short-term deferrals or otherwise) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted



to be in compliance therewith. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A of the Code upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment," or like terms shall mean "separation from service." The determination of whether and when a separation from service has occurred shall be made in a manner consistent with, and based on the presumptions set forth in, US Treasury Regulation Section 1.409A-1(h) or any successor provision thereto. It is intended that each installment, if any, of the payments and benefits provided hereunder shall be treated as a separate "payment" for purposes of Section 409A of the Code. Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code. All reimbursements and in-kind benefits provided under this Agreement or otherwise to the Executive shall be made or provided in accordance with the requirements of Section 409A of the Code to the extent that such reimbursements or in-kind benefits are subject to Section 409A of the Code. All expenses or other reimbursements paid pursuant herewith and therewith that are taxable income to the Executive shall in no event be paid later than the end of the calendar year next following the calendar year in which the Executive incurs such expense or pays such related tax. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that, the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect and such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense occurred. In no event shall the Company be required to pay Executive any "gross-up" or other payment with respect to any taxes or penalties imposed under Section 409A of the Code with respect to any benefit paid or promised to the Executive hereunder. In the event that at the time of a separation from service the Executive is a "specified employee" as defined by Section 409A, no amount payable to the Executive by reason of such separation from service that constitutes deferred compensation subject to Section 409A shall be paid until the earlier of the first day of the seventh month following the month that includes the separation from service, or the date of the Executive's death, and any amount that would otherwise have been paid prior to such date shall be paid as soon as practical following such date, in a lump sum without interest.

## **12. Section 280G of the Code**

If any payment(s) or benefit(s) the Executive would receive pursuant to this Agreement and/or pursuant to any other agreement, plan, policy or arrangement would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and the applicable regulations, and (ii) but for this Section 12 would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Executive shall be entitled to receive either (A) the full amount of the parachute payments, or (B) the maximum amount that may be provided to the Executive without resulting in any portion of such parachute payments being subject to the Excise Tax, whichever of clauses (A) and (B), after taking into account applicable federal, state, and local taxes and the Excise Tax, results in the receipt by the Executive, on an after-tax basis, of the

greatest portion of the parachute payments. The parachute payments shall be reduced in a manner that maximizes the Executive's economic position. Any reduction of parachute payments pursuant to the preceding sentence shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis but not below zero.

### **13. Nondisparagement**

Both during the Term and at all times thereafter, regardless of the reason for termination, the Executive shall not disparage the Company or its affiliates, and the Company shall not, and shall use reasonable efforts to not permit the members of the Board and the senior executives of the Company to disparage the Executive, provided that nothing in this Section 13 shall limit the right of any person to respond truthfully to any inquiry arising from any legal proceeding.

### **14. Miscellaneous**

(a) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and shall be deemed to be given when delivered personally or four days after it is mailed by registered or certified mail, postage prepaid, return receipt requested or one day after it is sent by a reputable overnight courier service and, in each case, addressed as follows (or if it is sent through any other method agreed upon by the parties):

If to the Company:

Overseas Shipholding Group, Inc.  
302 Knights Run Avenue #1200  
Tampa, Florida 33602  
Attn: Director of Human Resources

with a copy to:

Chief Executive Officer

If to the Executive:

At such address on file with the Company

or to such other address as any party hereto may designate by notice to the others.

(b) This Agreement shall constitute the entire agreement among the parties hereto with respect to the Executive's employment hereunder, and supersedes and is in full substitution for any and all prior understandings or agreements with respect to the Executive's employment, including, but not limited to, any understandings or agreements under the Overseas Shipholding Group, Inc. Severance Plan, and the Employment Agreement dated November 10, 2016 and the Amendment #1 to Employment Agreement dated December 12, 2016.

(c) This Agreement may be amended only by an instrument in writing signed by the parties hereto, and any provision hereof may be waived only by an instrument in writing signed by the party or parties against whom or which enforcement of such waiver is sought. The failure of any party hereto at any time to require the performance by any other party hereto of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by any party hereto of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or a waiver of any other provision of this Agreement.

(d) The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor or against either party.

(e) The parties hereto hereby represent that they each have the authority to enter into this Agreement, and the Executive hereby represents to the Company that the execution of, and performance of duties under, this Agreement shall not constitute a breach of or otherwise violate any other agreement to which the Executive is a party. The Executive hereby further represents to the Company that she will not utilize or disclose any confidential information obtained by the Executive in connection with any former employment with respect to her duties and responsibilities hereunder.

(f) This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by the Executive.

(g) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume this Agreement in the same manner and to the same extent that the Company would have been required to perform it if no such succession had taken place. As used in the Agreement, "the Company" shall mean both the Company as defined above and any such successor that assumes this Agreement, by operation of law or otherwise.

(h) Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 14(h), be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Company shall be implied by the Company's forbearance or failure to take action.

(i) The Company may withhold from any amounts payable to the Executive hereunder all federal, state, city or other taxes that the Company may reasonably determine are required to be withheld pursuant to any applicable law or regulation (it being understood that the

Executive shall be responsible for payment of all taxes in respect of the payments and benefits provided herein).

(j) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of a signature shall be deemed to be and have the effect of an original signature.

(k) The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.

(l) Notwithstanding anything herein or in any other agreement with or policy (including without limitation any code of conduct or employee manual) of the Company, nothing herein or therein is intended to or shall: (i) prohibit the Executive from making reports of possible violations of federal law or regulation (even if the Executive participated in such violations) to, and cooperating with, any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002 or of any other whistleblower protection provisions of state or federal law or regulation; (ii) require notification to or prior approval by the Company of any such reporting or cooperation; or (iii) result in a waiver or other limitation of the Executive's rights and remedies as a whistleblower, including to a monetary award. Notwithstanding the foregoing, the Executive is not authorized (and the above should not be read as permitting the Executive) to disclose communications with counsel that were made for the purpose of receiving legal advice or that contain legal advice or that are protected by the attorney work product or similar privilege. Furthermore, the Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, in each case, solely for the purpose of reporting or investigating a suspected violation of law or (2) in a complaint or other document filed in a lawsuit or proceeding, if such filings are made under seal.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Executive**

---

Susan Allan Pritchard

**Overseas Shipholding Group, Inc.**

Name: Samuel H. Norton  
Title: President and CEO

20

[\(Back To Top\)](#)

**Section 4: EX-10.60 (EXHIBIT 10.60)**

**OVERSEAS SHIPHOLDING GROUP, INC.  
MANAGEMENT INCENTIVE COMPENSATION PLAN  
STOCK BONUS GRANT AGREEMENT  
Form "Stock Bonus Shares"**

THIS AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_ (the "Agreement"), by and between Overseas Shipholding Group, Inc. (the "Company"), and \_\_\_\_\_ (the "Grantee").

WHEREAS, the Company has adopted the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "Plan") to promote the interests of the Company and its shareholders by providing the employees and consultants of the Company with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Stock-Based Awards, including fully vested shares of Common Stock, to Participants in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of Stock Bonus. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Grantee an award (the "Award") of that number of shares of Common Stock such that the net number of shares retained by the Grantee, after reduction for that number of shares with a Fair Market Value determined by the Committee to be sufficient to satisfy any applicable Federal, state and local taxes upon the Grantee's receipt of the Award, shall be equal to \_\_\_\_\_ shares of Common Stock (collectively, the "Stock Bonus Shares").

2. Grant Date. The "Grant Date" of the Stock Bonus Shares hereby granted is \_\_\_\_\_.

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Rights as Shareholder. The Grantee shall be the record owner of the Stock Bonus Shares and shall be entitled to all of the rights of a shareholder of the Company including the right to vote such shares and receive all dividends or other distributions paid with respect to such shares.

5. Restrictive Covenants. Unless otherwise determined by the Committee in its sole discretion, by accepting the Stock Bonus Shares, the Grantee acknowledges that the Grantee is bound by the following restrictive covenants (the "Restrictive Covenants"):

(a) Except to the extent (1) expressly authorized in writing by the Company or (2) required by law or any legal process, the Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 17 herein) or proprietary Trade Secrets (as defined in Section 17 herein) of the Company or any of its Affiliates; or

(b) The Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees.

Notwithstanding clause (a) above, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833(b)), the Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a violation of law. The Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Grantee files a lawsuit or other action alleging retaliation by the Company for reporting a suspected violation of law, the Grantee may disclose the trade secret to the Grantee's attorney and use the trade secret in the court proceeding or other action, if the Grantee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. This paragraph shall govern to the extent it may conflict with any other provision of this Agreement.

The Restrictive Covenants are in addition to and do not supersede any rights the Company or any of its Affiliates may have in law or at equity or under any other agreement. Notwithstanding the foregoing, in the event the Grantee has a valid and enforceable employment agreement with the Company that contains similar restrictive covenants to those set forth herein, to the extent there is a conflict between the Restrictive Covenants and such employment agreement, the terms of such employment agreement shall prevail.

By accepting the Stock Bonus Shares, the Grantee shall further agree that it is impossible to measure in money the damages which will accrue to the Company or any of its Affiliates in the event the Grantee breaches the Restrictive Covenants. Therefore, if the Company or any of its Affiliates shall institute any action or proceeding to enforce the provisions hereof, the Grantee shall agree to waive the claim or defense that the Company or any of its Affiliates has an adequate remedy at law and the Grantee shall agree not to assert in any such action or proceeding the claim or defense that the Company or any of its Affiliates has an adequate remedy at law.

If at any time the Committee reasonably believes that the Grantee has breached any of the Restrictive Covenants described in clauses (a) and (b) above or in any other agreement including any employment agreement, the Grantee shall repay to the Company, upon demand, the Stock Bonus Shares. The Grantee shall also be required to repay to the Company, in cash and upon demand, any proceeds resulting from the sale or other disposition (including to the Company) of the Stock Bonus Shares if the sale or disposition was effected at any time during such breach.

The foregoing shall not prejudice the Company's right to require the Grantee to account for and pay over to the Company on a pre-tax basis any profit obtained by the Grantee as a result of any transaction constituting a breach of the Restrictive Covenants.

## 6. Taxes.

(a) Liability for Tax-Related Items. Except to the extent prohibited by law, the Grantee acknowledges that the Grantee is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the Stock Bonus Shares, regardless of any action the Company takes with respect to such Tax-Related Items. The Grantee further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the Stock Bonus Shares and (ii) does not commit, and is under no obligation, to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result.

(b) Payment of Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no shares of Common Stock shall be issued unless and until satisfactory arrangements (as determined by the Committee) have been made by the Grantee with respect to the payment of any taxes which the Company determines must be withheld with respect to such shares of Common Stock. If the Grantee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Company will withhold from shares of Common Stock upon the relevant tax withholding event, unless the use of such withholding method is prevented by applicable law or has materially adverse accounting or tax consequences, in which case, the withholding obligation may be satisfied by one or a combination of the methods set forth in the Plan. If the Grantee is not subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Grantee may elect to have the Company withhold from shares of Common Stock upon the relevant tax withholding event and such election shall satisfy the Grantee's obligations under this Section 6.

## 7. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Grantee's

rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the Stock Bonus Shares. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

8. Policy Against Insider Trading: Recoupment. By accepting the Stock Bonus Shares, the Grantee acknowledges that the Grantee is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges and agrees that the Stock Bonus Shares, and any proceeds of such Stock Bonus Shares, are subject to any recoupment or "clawback" policy of the Company as may be in effect from time to time and applied with prospective or retroactive effect.

9. Data Privacy Consent. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement and any other grant materials by the Company for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of Common Stock or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Grantee understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Grantee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Grantee's participation in the Plan. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis.

10. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. This Agreement will be binding upon the Grantee and the Grantee's beneficiary, if applicable.

11. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

12. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

15. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Stock Bonus Shares subject to all of the terms and conditions of the Plan and this Agreement. The Grantee hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a Committee thereof, in respect of the Plan, this Agreement and the Stock Bonus Shares shall be final and conclusive. The Grantee acknowledges that there may be adverse tax consequences upon disposition of the Stock Bonus Shares and that the Grantee should consult a tax advisor prior to such disposition.

16. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

17. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Competitor" shall mean any individual, corporation, partnership or other entity that engages in (or that owns a significant interest in any corporation, partnership or other entity that engages in) any business conducted by the Company or any of its Affiliates.

(b) "Confidential Information" shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its

Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

(c) "Trade Secrets" shall mean all secret, proprietary or confidential information regarding the Company (which shall mean and include all of the Company's subsidiaries and all Affiliates and joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of "trade secrets" under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company's software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "trade secrets" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Grantee has hereunto signed this Agreement on the Grantee's own behalf, thereby representing that the Grantee has carefully read and understands this Agreement and the Plan as of the day and year first written above.

OVERSEAS SHIPHOLDING GROUP, INC.

By: Samuel H. Norton  
Title: President and CEO

—

Acknowledged and Accepted:

Damon Mote

—

[\(Back To Top\)](#)

## Section 5: EX-10.61 (EXHIBIT 10.61)

**OVERSEAS SHIPHOLDING GROUP, INC.  
MANAGEMENT INCENTIVE COMPENSATION PLAN  
STOCK OPTION GRANT AGREEMENT**

THIS AGREEMENT, made as of this \_\_\_\_\_ of \_\_\_\_\_ (the "Agreement"), by and between Overseas Shipholding Group, Inc. (the "Company"), and \_\_\_\_\_ (the "Optionee").



WHEREAS, the Company has adopted the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "Plan") to promote the interests of the Company and its shareholders by providing the employees and consultants of the Company with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company; and

WHEREAS, Section 6 of the Plan provides for the grant of Options to Participants in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of Option. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Optionee an Option to purchase \_\_\_\_\_ shares of Class A Common Stock (the "Option Shares"). The Option is intended to be a non-statutory stock option.

2. Grant Date. The "Grant Date" of the Option hereby granted is \_\_\_\_\_.

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Exercise Price. The per Option Share exercise price for the purchase of Option Shares upon the exercise of all or any portion of the Option will be the closing price of one share of Common Stock on the Grant Date.

5. Vesting Schedule; Expiration.

(a) Vesting Schedule. Subject to Section 6 below, the option is immediately fully vested on the Grant Date.

(b) Expiration. Subject to earlier expiration as provided in Section 6 below, the Option will expire at the close of business on the business day immediately preceding the tenth (10th) anniversary of the Grant Date (the "Expiration Date").

6. Termination of Employment. The consequences of a termination of Optionee's Employment for Cause (as defined in Section 22) shall be as follows, unless Optionee has a valid and enforceable employment agreement with the Company containing provisions that conflict with the following, in which case the terms of such employment agreement shall prevail:

(a) Termination of Employment for Cause. If the Optionee's Employment is terminated by the Company for Cause, the Option (whether then vested or exercisable or not) shall immediately lapse and cease to be exercisable.

(b) Exercise Period Following Termination of Employment. On or after the date the Optionee's Employment terminates, the vested portion of the Option may be exercised, but only within such period of time ending on the earlier to occur of (i) the 90th day after the date the Optionee's Employment terminates and (ii) the Expiration Date; provided if the Optionee's Employment with the Company terminates for death or Disability (as defined in Section 22 herein), the vested portion of the Option may be exercised within such period of time ending on the earlier to occur of (i) the first anniversary of the date the Optionee's Employment terminates and (ii) the Expiration Date.

7. Forfeiture. Options which have not become vested, or which do not vest, as of the date the Optionee's Employment terminates shall immediately be forfeited on such date, and the Optionee shall have no further rights with respect thereto, unless the Optionee has a valid and enforceable employment agreement with the Company containing provisions that conflict with the foregoing, in which case the terms of such employment agreement shall prevail.

8. Transferability. The Option is exercisable during the Optionee's lifetime only by the Optionee and may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of. No purported sale, assignment, transfer, pledge, hypothecation or other disposal of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the Option will be forfeited by the Optionee and all of the Optionee's rights to such Option shall immediately terminate without any payment or consideration from the Company. Upon the death of the Optionee, the Option may be exercised only by the executors or administrators of the Optionee's estate or by any person or persons who shall have acquired such right to exercise by will or by the laws of descent and distribution.

9. Manner of Exercise; Holding Requirement.

(a) Election to Exercise. The Option is exercisable by delivery of an electronic or physical exercise notice, in the form attached hereto as Exhibit A or such other form as permitted by the Committee from time to time and communicated to the Optionee (the "Exercise Notice"), which shall state the election to exercise the Option, the number of Option Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Committee pursuant to the provisions of the Plan.

(b) Payment of Exercise Price. The entire Exercise Price of the Option shall be payable in full at the time of exercise in the manner designated by the Committee.

(c) Holding Requirement. The Optionee agrees to retain ownership of the Option Shares, other than any Option Shares withheld pursuant to Section 11 or in payment of the Exercise Price, until the earliest to occur of (i) a Change in Control; (ii) the Grantee's Separation from Service Date, solely in the event of a termination of the Grantee's employment by the Company without Cause or by the Grantee for Good Reason (as each such term is defined in Section 22); and (iii) the third (3rd) anniversary of the Grant Date.

10. Restrictive Covenants. Unless otherwise determined by the Committee in its sole discretion, by accepting the Option, the Optionee acknowledges that the Optionee is bound by the following restrictive covenants (the "Restrictive Covenants"):

(a) Except to the extent (1) expressly authorized in writing by the Company or (2) required by law or any legal process, the Optionee shall not at any time during the Optionee's Employment with the Company or any of its Affiliates or following the date the Optionee's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 22 herein) or proprietary Trade Secrets (as defined in Section 22 herein) of the Company or any of its Affiliates; or

(b) The Optionee shall not at any time during the Optionee's Employment with the Company or any of its Affiliates or following the date the Optionee's Employment terminates make any derogatory, disparaging or critical negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees.

Notwithstanding clause (a) above, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833(b)), the Optionee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a violation of law. The Optionee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Optionee files a lawsuit or other action alleging retaliation by the Company for reporting a suspected violation of law, the Optionee may disclose the trade secret to the Optionee's attorney and use the trade secret in the court proceeding or other action, if the Optionee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. This paragraph shall govern to the extent it may conflict with any other provision of this Agreement.

The Restrictive Covenants are in addition to and do not supersede any rights the Company may have in law or at equity or under any other agreement. Notwithstanding the foregoing, in the event the Optionee has a valid and enforceable employment agreement with the Company that contains similar restrictive covenants to those set forth herein, to the extent there is a conflict between the Restrictive Covenants and such employment agreement, the terms of such employment agreement shall prevail.

By accepting the Option, the Optionee shall further agree that it is impossible to measure in money the damages which will accrue to the Company or any of its Affiliates in the event the Optionee breaches the Restrictive Covenants. Therefore, if the Company or any of its Affiliates shall institute any action or proceeding to enforce the provisions hereof, the Optionee shall agree to waive the claim or defense that the Company or any of its Affiliates has an adequate remedy at law and the Optionee shall agree not to assert in any such action or proceeding the claim or defense that the Company or any of its Affiliates has an adequate remedy at law.

If at any time (including after a notice of exercise has been delivered) the Committee reasonably believes that the Optionee has breached any of the Restrictive Covenants described in clauses (a) and (b) above, or in any other agreement including any employment agreement, the Committee may suspend the Optionee's right to exercise any Option pending a good faith determination by the Committee of whether any such Restrictive Covenant has been breached. If the Committee determines in good faith that the Optionee has breached any such Restrictive Covenant, the Optionee shall immediately forfeit any outstanding unvested Options and any vested but unexercised Options and shall repay to the Company, upon demand, any Exercised Shares. The Optionee shall also be required to repay to the Company, in cash and upon demand, any proceeds resulting from the sale or other disposition (including to the Company) of Exercised Shares.

The foregoing shall not prejudice the Company's right to require the Optionee to account for and pay over to the Company on a pre-tax basis any profit obtained by the Optionee as a result of any transaction constituting a breach of the Restrictive Covenants.

## 11. Taxes.

(a) Liability for Tax-Related Items. Except to the extent prohibited by law, the Optionee acknowledges that the Optionee is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the Option, regardless of any action the Company takes with respect to such Tax-Related Items. The Optionee further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the Option, including the grant, vesting, and exercise of the Option, or the subsequent sale of the Exercised Shares and (ii) does not commit, and is under no obligation, to structure the terms of the Option or any aspect of the Option to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve any particular tax result.

(b) Payment of Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no Exercised Shares shall be issued, and no sales proceeds shall be delivered, unless and until satisfactory arrangements (as determined by the Committee) have been made by the Optionee with respect to the payment of any taxes which the Company determines must be withheld with respect to such Exercised Shares or such sales proceeds. If the Optionee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Company will withhold from shares of Common Stock upon the relevant tax withholding event, unless the use of such withholding method is prevented by applicable law or has materially adverse accounting or tax consequences, in which case, the withholding obligation may be satisfied by one or a combination of the methods set forth in the Plan. If the Optionee is not subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the

Optionee may elect to have the Company withhold from shares of Common Stock upon the relevant tax withholding event and such election shall satisfy the Optionee's obligations under this Section 11.

12. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Optionee's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan and the Exercise Notice, represent the entire agreement between the parties with respect to the Option. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof. The Company reserves the right, however, to the extent that the Company deems necessary or advisable in its sole discretion, to unilaterally alter or modify the terms of the Option set forth in this Agreement in order to ensure that the Option qualifies for exemption from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Section 409A"); provided, however that the Company makes no representations that the Option will be exempt from the requirements of Section 409A.

13. Policy Against Insider Trading; Recoupment. By accepting the Option, the Optionee acknowledges that the Optionee is bound by all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Optionee further acknowledges and agrees that Exercised Shares, and any proceeds thereof, are subject to any recoupment or "clawback" policy of the Company as may be in effect from time to time and applied with prospective or retroactive effect.

14. Data Privacy Consent. The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement and any other Option grant materials by the Company for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that the Company may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of Common Stock or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Optionee's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Optionee understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Optionee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Optionee's country. The Optionee authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Optionee's participation in the Plan. Further, the Optionee understands that the Optionee is providing the consents herein on a purely voluntary basis.

15. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Optionee and the Optionee's beneficiary, if applicable.

16. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

17. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

19. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

20. Acceptance. The Optionee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Optionee has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. The Optionee hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a Committee thereof, in respect of the Plan, this Agreement and the Option shall be final and conclusive. The Optionee acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the Exercise Shares and that the Optionee should consult a tax advisor prior to such exercise or disposition.

21. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Optionee on account of non-compliance with Section 409A of the Code. Notwithstanding any provision of this Agreement to the contrary, any compensation or benefit payable hereunder that constitutes a deferral of compensation under Code Section 409A shall be subject to the

following:

(a) no amount or benefit that is payable upon a termination of employment or services from the Company shall be payable unless such termination also meets the requirements of a "separation from service" under Treasury Regulation Section 1.409A-1(h), and references in the Agreement to "termination", "termination of employment" or like terms shall mean a "separation from service;"

(b) in the event that any payment to the Optionee or any benefit hereunder is made upon, or as a result of the Optionee's termination of employment, and the Optionee is a "specified employee" (as that term is defined under Section 409A of the Code) at the time the Optionee becomes entitled to any such payment or benefit, and provided further that such payment or benefit does not otherwise qualify for an applicable exemption from Section 409A of the Code, then no such payment or benefit will be paid or commenced to be paid to the Optionee under this Agreement until the date that is the earlier to occur of (i) the Optionee's death or (ii) six months and one day following the Optionee's termination of employment (the "Delay Period"). Any payments which the Optionee would otherwise have received during the Delay Period will be payable to the Optionee in a lump sum on the date that is six months and one day following the effective date of the termination, and any remaining compensation and benefits due under the Agreement shall be paid or provided as otherwise set forth herein;

(c) whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of the Company, and the Optionee shall have no right (directly or indirectly) to determine the year in which such payment is made. In the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years;

(d) each separately identified amount and each installment payment to which the Optionee is entitled to payment shall be deemed to be a separate payment for purposes of Section 409A of the Code; and

(e) the payment of any compensation or benefit may not be accelerated except to the extent permitted by Section 409A of the Code.

22. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Annual Bonus" shall have the meaning given to such term in the Employment Agreement.

(b) "Cause" shall have the meaning given to such term in the Employment Agreement.

(c) "Competitor" shall mean any individual, corporation, partnership or other entity that engages in (or that owns a significant interest in any corporation, partnership or other entity that engages in) any business conducted by the Company or any of its Affiliates.

(d) "Confidential Information" shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Optionee; and provided further that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

(e) "Disability" means, as a result of the Optionee's incapacity due to physical or mental illness or injury, the Optionee (i) becomes eligible to receive a benefit under the Company's long-term disability plan applicable to the Optionee, or (ii) has been unable, due to physical or mental illness or incapacity, to perform the essential duties of his or her employment with reasonable accommodation for a continuous period of 90 days or an aggregate of 180 days within a one-year period.

(f) "Employment Agreement" shall mean the employment agreement dated as of July 17, 2016 between the Company and the Optionee, as amended and in effect from time to time.

(g) "Good Reason" shall have the meaning given to such term in the Employment Agreement.

(h) "Separation From Service Date" shall have the meaning given to such term in the Employment Agreement.

(i) "Trade Secrets" shall mean all secret, proprietary or confidential information regarding the Company (which shall mean and include all of the Company's subsidiaries and all Affiliates and joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of "trade secrets" under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source

codes and object codes for the Company's software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Optionee; and provided further that this definition shall not limit any definition of "trade secrets" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Optionee has hereunto signed this Agreement on the Optionee's own behalf, thereby representing that the Optionee has carefully read and understands this Agreement and the Plan as of the day and year first written above.

OVERSEAS SHIPHOLDING GROUP, INC.

By: Timothy J. Bernlohr

Committee

Title: Chairman, Human Resources and Compensation

Acknowledged and Accepted:

**EXHIBIT A**

**OVERSEAS SHIPHOLDING GROUP, INC.  
MANAGEMENT INCENTIVE COMPENSATION PLAN  
EXERCISE NOTICE**

Overseas Shipholding Group, Inc.  
Attention: Head of Human Resources

- Exercise of Option.** Effective as of today, \_\_\_\_\_, \_\_\_\_\_, the undersigned ("**Purchaser**") hereby elects to purchase \_\_\_\_\_ shares of Common Stock (the "**Shares**") under and pursuant to the stock option granted to Purchaser (the "**Option**") pursuant to the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "**Plan**") and the Stock Option Grant Agreement dated \_\_\_\_\_ (the "**Agreement**"). The purchase price for the Shares shall be \$\_\_\_\_\_ per Share, as required by the Agreement.
- Delivery of Payment.** Purchaser herewith delivers to Overseas Shipholding Group, Inc. (the "**Company**") the full purchase price for the Shares in cash or through net physical settlement or other method of cashless exercise designated by the Committee.
- Representations of Purchaser.** Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Agreement and agrees to abide by and be bound by their terms and conditions.
- Rights as Shareholder.** Until the issuance (as evidenced by the appropriate entry on the books of the Company or its transfer agents or registrars) of the Shares, the Purchaser shall not have any rights as a shareholder with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares acquired upon exercise of the Option shall be issued to the Purchaser as soon as practicable after exercise of the Option.
- Tax Consultation.** Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

Submitted by:  
PURCHASER

Accepted by:  
OVERSEAS SHIPHOLDING GROUP, INC.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Date Received: \_\_\_\_\_

[\(Back To Top\)](#)

## Section 6: EX-10.62 (EXHIBIT 10.62)

### OVERSEAS SHIPHOLDING GROUP, INC. MANAGEMENT INCENTIVE COMPENSATION PLAN STOCK BONUS GRANT AGREEMENT

THIS AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_ (the "Agreement"), by and between Overseas Shipholding Group, Inc. (the "Company"), and \_\_\_\_\_ (the "Grantee").

WHEREAS, the Company has adopted the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "Plan") to promote the interests of the Company and its shareholders by providing the employees and consultants of the Company with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Stock-Based Awards, including fully vested shares of Common Stock, to Participants in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of Stock Bonus. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Grantee an award (the "Award") of \_\_\_\_ shares of fully vested Class A Common Stock ("Stock Bonus Shares").
2. Grant Date. The "Grant Date" of the Stock Bonus Shares hereby granted is \_\_\_\_\_.
3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.
4. Rights as Shareholder; Holding Requirement. The Grantee shall be the record owner of the Stock Bonus Shares and shall be entitled to all of the rights of a shareholder of the Company including the right to vote such shares and receive all dividends or other distributions paid with respect to such shares. Notwithstanding the foregoing sentence, the Grantee agrees to retain ownership of the Stock Bonus Shares, other than any Stock Bonus Shares withheld pursuant to Section 6, until the earliest to occur of (i) a Change in Control; (ii) the Grantee's Separation from Service Date, solely in the event of a termination of the Grantee's employment by the Company without Cause or by the Grantee for Good Reason (as each such term is defined in Section 17); and (iii) the third (3rd) anniversary of the Grant Date.
5. Restrictive Covenants. Unless otherwise determined by the Committee in its sole discretion, by accepting the Stock Bonus Shares, the Grantee acknowledges that the Grantee is bound by the following restrictive covenants (the "Restrictive Covenants"):
  - (a) Except to the extent (1) expressly authorized in writing by the Company or (2) required by law or any legal process, the Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 17 herein) or proprietary Trade Secrets (as defined in Section 17 herein) of the Company or any of its Affiliates; or
  - (b) The Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees.

Notwithstanding clause (a) above, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833(b)), the Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a violation of law. The Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Grantee files a lawsuit or other action alleging retaliation by the Company for reporting a suspected violation of law, the Grantee may disclose the trade secret to the Grantee's attorney and use the trade secret in the court proceeding or other action, if the Grantee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. This paragraph shall govern to the extent it may conflict with any other provision of this Agreement.

The Restrictive Covenants are in addition to and do not supersede any rights the Company or any of its Affiliates may have in law or at equity or under any other agreement. Notwithstanding the foregoing, in the event the Grantee has a valid and enforceable employment agreement with the Company that contains similar restrictive covenants to those set forth herein, to the extent there is a conflict between the Restrictive Covenants and such employment agreement, the terms of such employment agreement shall prevail.

By accepting the Stock Bonus Shares, the Grantee shall further agree that it is impossible to measure in money the damages which will accrue to the Company or any of its Affiliates in the event the Grantee breaches the Restrictive Covenants. Therefore, if the Company or any of its Affiliates shall institute any action or proceeding to enforce the provisions hereof, the Grantee shall agree to waive the claim or defense that the Company or any of its Affiliates has an adequate remedy at law and the Grantee shall agree not to assert in any such action or proceeding the claim or defense that the Company or any of its Affiliates has an adequate remedy at law.

If at any time the Committee reasonably believes that the Grantee has breached any of the Restrictive Covenants described in clauses (a) and (b) above or in any other agreement including any employment agreement, the Grantee shall repay to the Company, upon demand, the Stock Bonus Shares. The Grantee shall also be required to repay to the Company, in cash and upon demand, any proceeds resulting from the sale or other disposition (including to the Company) of the Stock Bonus Shares if the sale or disposition was effected at any time during such breach.

The foregoing shall not prejudice the Company's right to require the Grantee to account for and pay over to the Company on a pre-tax basis any profit obtained by the Grantee as a result of any transaction constituting a breach of the Restrictive Covenants.

## 6. Taxes.

(a) Liability for Tax-Related Items. Except to the extent prohibited by law, the Grantee acknowledges that the Grantee is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the Stock Bonus Shares, regardless of any action the Company takes with respect to such Tax-Related Items. The Grantee further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the Stock Bonus Shares and (ii) does not commit, and is under no obligation, to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result.

(b) Payment of Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no shares of Common Stock shall be issued unless and until satisfactory arrangements (as determined by the Committee) have been made by the Grantee with respect to the payment of any taxes which the Company determines must be withheld with respect to such shares of Common Stock. If the Grantee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Company will withhold from shares of Common Stock upon the relevant tax withholding event, unless the use of such withholding method is prevented by applicable law or has materially adverse accounting or tax consequences, in which case, the withholding obligation may be satisfied by one or a combination of the methods set forth in the Plan. If the Grantee is not subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Grantee may elect to have the Company withhold from shares of Common Stock upon the relevant tax withholding event and such election shall satisfy the Grantee's obligations under this Section 6.

7. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Grantee's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the Stock Bonus Shares. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

8. Policy Against Insider Trading; Recoupment. By accepting the Stock Bonus Shares, the Grantee acknowledges that the Grantee is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges and agrees that the Stock Bonus Shares, and any proceeds of such Stock Bonus Shares, are subject to any recoupment or "clawback" policy of the Company as may be in effect from time to time and applied with prospective or retroactive effect.

9. Data Privacy Consent. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement and any other grant materials by the Company for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of Common Stock or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Grantee understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Grantee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Grantee's participation in the Plan. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis.

10. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. This Agreement will be binding upon the Grantee and the Grantee's beneficiary, if

applicable.

11. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

12. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

15. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Stock Bonus Shares subject to all of the terms and conditions of the Plan and this Agreement. The Grantee hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a Committee thereof, in respect of the Plan, this Agreement and the Stock Bonus Shares shall be final and conclusive. The Grantee acknowledges that there may be adverse tax consequences upon disposition of the Stock Bonus Shares and that the Grantee should consult a tax advisor prior to such disposition.

16. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

17. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Annual Bonus" shall have the meaning given to such term in the Employment Agreement.

(b) "Cause" shall have the meaning given to such term in the Employment Agreement.

(c) "Competitor" shall mean any individual, corporation, partnership or other entity that engages in (or that owns a significant interest in any corporation, partnership or other entity that engages in) any business conducted by the Company or any of its Affiliates.

(d) "Confidential Information" shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

(e) "Employment Agreement" shall mean the employment agreement dated as of July 17, 2016 between the Company and the Grantee, as amended and in effect from time to time.

(f) "Good Reason" shall have the meaning given to such term in the Employment Agreement.

(g) "Separation From Service Date" shall have the meaning given to such term in the Employment Agreement.

(h) "Trade Secrets" shall mean all secret, proprietary or confidential information regarding the Company (which shall mean and include all of the Company's subsidiaries and all Affiliates and joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of "trade secrets" under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company's software and all website design information to the extent that such information fits within the Uniform Trade



Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "trade secrets" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Grantee has hereunto signed this Agreement on the Grantee's own behalf, thereby representing that the Grantee has carefully read and understands this Agreement and the Plan as of the day and year first written above.

OVERSEAS SHIPHOLDING GROUP, INC.

By: Timothy J. Bernlohr

—

Title: Chairman, Human Resources and Compensation Committee

Acknowledged and Accepted:

—

1

[\(Back To Top\)](#)

## **Section 7: EX-10.63 (EXHIBIT 10.63)**

**OVERSEAS SHIPHOLDING GROUP, INC.  
MANAGEMENT INCENTIVE COMPENSATION PLAN  
TIME-BASED RESTRICTED STOCK UNIT GRANT AGREEMENT  
Form TB-Officer 20\_\_**

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_ (the "Agreement"), by and between Overseas Shipholding Group, Inc. (the "Company"), and \_\_\_\_\_ (the "Grantee").

WHEREAS, the Company has adopted the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "Plan") to promote the interests of the Company and its shareholders by providing the employees and consultants of the Company with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Stock-Based Awards, including restricted stock units, to Participants in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Grantee an award of \_\_\_\_\_ RSUs (collectively, the “RSUs”). Each RSU represents the right to receive one share of Common Stock subject to Section 4 below.

2. Grant Date. The “Grant Date” of the RSUs hereby granted is \_\_\_\_\_.

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Vesting and Settlement.

(a) Subject to Section 4(b) below, the RSUs shall vest as set forth in this Section 4(a), provided that the Grantee remains continuously employed by the Company through each applicable vesting date:

a. [INSERT VESTING SCHEDULE]

(b) If the Grantee's Employment is terminated by the Company for a reason other than Cause or if the Grantee's employment terminates due to the Grantee's death or Disability, the RSUs shall vest and become exercisable in full as of the last date of employment, death or Disability.

(c) Settlement of the vested RSUs may be in either shares of Common Stock or cash, as determined by the Committee in its discretion, and shall occur as soon as practicable following the vesting date, but in no event later than 60 days after the vesting date (such date, the “Settlement Date”).

5. Rights as Shareholder.

(a) During the period beginning on the Grant Date and ending on the date that the RSU is settled, the Grantee will accrue dividend equivalents on the RSUs equal to the cash dividend or distribution that would have been paid on the RSU had the RSU been an issued and outstanding share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the RSUs to which they relate, and (ii) will be denominated and payable solely in cash.

(b) If the RSUs are settled in shares of Common Stock, upon and following the Settlement Date and the entry of such settlement on the books of the Company or its transfer agents or registrars, the Grantee shall be the record owner of the shares of Common Stock and shall be entitled to all of the rights of a shareholder of the Company including the right to vote such shares of Common Stock and receive all dividends or other distributions paid with respect to such shares of Common Stock.

6. Forfeiture. RSUs and any related dividend equivalents which have not become vested, or do not vest, as of the date the Grantee's Employment terminates shall immediately be forfeited on such date, and the Grantee shall have no further rights with respect thereto, unless the Grantee has a valid and enforceable employment agreement with the Company containing provisions that conflict with the foregoing, in which case the terms of such employment agreement shall prevail.

7. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, until such time as the RSUs are settled in accordance with Section 4, the RSUs or the rights represented thereby may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of. No purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs will be forfeited by the Grantee and all of the Grantee's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.

8. Restrictive Covenants. Unless otherwise determined by the Committee in its sole discretion, by accepting the RSUs, the Grantee acknowledges that the Grantee is bound by the following restrictive covenants (the “Restrictive Covenants”):

(a) Except to the extent (1) expressly authorized in writing by the Company or (2) required by law or any legal process, the Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 20 herein) or proprietary Trade Secrets (as defined in Section 20 herein) of the Company or any of its Affiliates; or

(b) The Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees.

Notwithstanding clause (a) above, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833(b)), the Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a violation of law. The

Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Grantee files a lawsuit or other action alleging retaliation by the Company for reporting a suspected violation of law, the Grantee may disclose the trade secret to the Grantee's attorney and use the trade secret in the court proceeding or other action, if the Grantee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. This paragraph shall govern to the extent it may conflict with any other provision of this Agreement.

The Restrictive Covenants are in addition to and do not supersede any rights the Company or any of its Affiliates may have in law or at equity or under any other agreement. Notwithstanding the foregoing, in the event Grantee has a valid and enforceable employment agreement with the Company that contains similar restrictive covenants to those set forth herein, to the extent there is a conflict between the Restrictive Covenants and such employment agreement, the terms of such employment agreement shall prevail.

By accepting the RSUs, the Grantee shall further agree that it is impossible to measure in money the damages which will accrue to the Company or any of its Affiliates in the event the Grantee breaches the Restrictive Covenants. Therefore, if the Company or any of its Affiliates shall institute any action or proceeding to enforce the provisions hereof, the Grantee shall agree to waive the claim or defense that the Company or any of its Affiliates has an adequate remedy at law and the Grantee shall agree not to assert in any such action or proceeding the claim or defense that the Company or any of its Affiliates has an adequate remedy at law.

If at any time the Committee reasonably believes that the Grantee has breached any of the Restrictive Covenants described in clauses (a) and (b) above or in any other agreement including any employment agreement, the Committee may suspend the vesting of Grantee's RSUs pending a good faith determination by the Committee of whether any such Restrictive Covenant has been breached, it being understood that such suspension shall not cause the settlement to be delayed beyond the last date that settlement may occur pursuant to Section 4 hereof. If the Committee determines in good faith that the Grantee has breached any such Restrictive Covenant, the Grantee shall immediately forfeit any outstanding unvested RSUs and any related dividend equivalents and shall repay to the Company, upon demand, any Common Stock or cash issued upon the settlement of the Grantee's RSUs (and the payment of any related dividend equivalents) if the vesting of such RSUs occurred during such breach. The Grantee shall also be required to repay to the Company, in cash and upon demand, any proceeds resulting from the sale or other disposition (including to the Company) of Common Stock issued upon settlement of the Grantee's RSUs if the sale or disposition was effected at any time during such breach.

The foregoing shall not prejudice the Company's right to require the Grantee to account for and pay over to the Company on a pre-tax basis any profit obtained by the Grantee as a result of any transaction constituting a breach of the Restrictive Covenants.

## 9. Taxes.

(a) Liability for Tax-Related Items. Except to the extent prohibited by law, the Grantee acknowledges that the Grantee is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the RSUs, regardless of any action the Company takes with respect to such Tax-Related Items. The Grantee further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the RSUs, including the grant and vesting of the RSUs, or the subsequent sale of the shares of Common Stock and (ii) does not commit, and is under no obligation, to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result.

(b) Payment of Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no shares of Common Stock shall be issued and no dividend equivalents shall be paid unless and until satisfactory arrangements (as determined by the Committee) have been made by the Grantee with respect to the payment of any taxes which the Company determines must be withheld with respect to such shares of Common Stock and payment of dividend equivalents. If the Grantee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Company will withhold from shares of Common Stock upon the relevant tax withholding event, unless the use of such withholding method is prevented by applicable law or has materially adverse accounting or tax consequences, in which case, the withholding obligation may be satisfied by one or a combination of the methods set forth in the Plan. If the Grantee is not subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Grantee may elect to have the Company withhold from shares of Common Stock upon the relevant tax withholding event and such election shall satisfy the Grantee's obligations under this Section 9.

10. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Grantee's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the RSUs. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

11. Policy Against Insider Trading; Recoupment. By accepting the RSUs, the Grantee acknowledges that the Grantee is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges and agrees that shares of Common Stock or cash delivered in settlement of the RSUs or any dividend equivalents, and any proceeds of such shares of Common Stock, are subject to any recoupment or "clawback" policy of the Company as may be in effect from time to time and applied with prospective or retroactive effect.

12. Data Privacy Consent. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement and any other RSU grant materials by the Company for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of Common Stock or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled,

exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Grantee understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Grantee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Grantee's participation in the Plan. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis.

13. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiary, if applicable.

14. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

18. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. The Grantee hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a Committee thereof, in respect of the Plan, this Agreement and the RSUs shall be final and conclusive. The Grantee acknowledges that there may be adverse tax consequences upon disposition of the underlying shares and that the Grantee should consult a tax advisor prior to such disposition.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code. Notwithstanding any provision of this Agreement to the contrary, any compensation or benefit payable hereunder that constitutes a deferral of compensation under Code Section 409A shall be subject to the following:

(a) no amount or benefit that is payable upon a termination of employment or services from the Company shall be payable unless such termination also meets the requirements of a "separation from service" under Treasury Regulation Section 1.409A-1(h), and references in the Agreement to "termination", "termination of employment" or like terms shall mean a "separation from service;"

(b) in the event that any payment to the Grantee or any benefit hereunder is made upon, or as a result of, the Grantee's termination of employment, and the Grantee is a "specified employee" (as that term is defined under Section 409A of the Code) at the time the Grantee becomes entitled to any such payment or benefit, and provided further that such payment or benefit does not otherwise qualify for an applicable exemption from Section 409A of the Code, then no such payment or benefit will be paid or commenced to be paid to the Grantee under this Agreement until the date that is the earlier to occur of (i) the Grantee's death or (ii) six months and one day following the Grantee's termination of employment (the "Delay Period"). Any payments which the Grantee would otherwise have received during the Delay Period will be payable to the Grantee in a lump sum on the date that is six months and one day following the effective date of the termination, and any remaining compensation and benefits due under the Agreement shall be paid or provided as otherwise set forth herein;

(c) whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of the Company, and the Grantee shall have no right (directly or indirectly) to determine the year in which such payment is made. In the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years;

(d) each separately identified amount and each installment payment to which the Grantee is entitled to payment shall be deemed to be a separate payment for purposes of Section 409A of the Code; and

(e) the payment of any compensation or benefit may not be accelerated except to the extent permitted by Section 409A of the Code.

20. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Cause" shall mean (i) the Grantee's failure to attempt in good faith to perform his or her lawful duties (other than as a result of Disability); (ii) the Grantee's willful misconduct or gross negligence of a material nature in connection with the performance of his or her duties as an employee, which is or could reasonably be expected to be materially injurious to the Company, or any of its Affiliates (whether financially, reputationally or otherwise) ("Injurious"); (iii) a breach by the Grantee of the Grantee's fiduciary duty or duty of loyalty to the Company or its Affiliates which is or could reasonably be expected to be Injurious; (iv) the Grantee's intentional and unauthorized removal, use or disclosure of the Company's or any Affiliate's document (in any medium or form) relating to the Company or an Affiliate, or the customers of the Company or an Affiliate thereof and which is not pursuant to his or her lawful duties and may be Injurious to the Company, its customers or their respective Affiliates; (v) the willful performance by the Grantee of any act or acts of dishonesty in connection with or relating to the Company's or its Affiliates' business which is or could reasonably be expected to be Injurious, or the willful misappropriation (or willful attempted misappropriation) of any of the Company's or any of its Affiliates' funds or property; (vi) the indictment of the Grantee for, or a plea of guilty or nolo contendere by the Grantee to, any felony or other serious crime involving moral turpitude; (vii) a material breach of any of the Grantee's obligations under any agreement entered into between the Grantee and the Company or any of its Affiliates that is material to either (A) the employment relationship between the Company or any of its Affiliates and the Grantee or (B) the relationship between the Company and the Grantee as investor or prospective investor in the Company; or (viii) a material breach of the Company's policies or procedures, which breach causes or could reasonably be expected to cause material harm to the Company or its business reputation; provided that, with respect to the events in clauses (i), (ii), (iv), or (vii) herein, the Company shall have delivered written notice to the Grantee of its intention to terminate the Grantee's employment for Cause, which notice specifies in reasonable detail the circumstances claimed to give rise to the Company's right to terminate the Grantee's employment for Cause and the Grantee shall not have cured such circumstances, to the extent such circumstances are reasonably susceptible to cure as determined by the Board of Directors in good faith, within 30 days following the Company's delivery of such notice.

(b) "Competitor" shall mean any individual, corporation, partnership or other entity that engages in (or that owns a significant interest in any corporation, partnership or other entity that engages in) any business conducted by the Company or any of its Affiliates.

(c) "Confidential Information" shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

(d) "Disability" shall mean, as a result of the Grantee's incapacity due to physical or mental illness or injury, the Grantee (i) becomes eligible to receive a benefit under the Company's long-term disability plan applicable to the Grantee, or (ii) has been unable, due to physical or mental illness or incapacity, to perform the essential duties of his or her employment with reasonable accommodation for a continuous period of 90 days or an aggregate of 180 days within a one-year period.

(e) "Trade Secrets" shall mean all secret, proprietary or confidential information regarding the Company (which shall mean and include all of the Company's subsidiaries and all Affiliates and joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of "trade secrets" under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company's software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "trade secrets" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

\* \* \* \* \*

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Grantee has hereunto signed this Agreement on the Grantee's own behalf, thereby representing that the Grantee has carefully read and understands this

Agreement and the Plan as of the day and year first written above.

OVERSEAS SHIPHOLDING GROUP, INC.

By: Samuel H. Norton  
Title: President and CEO

Acknowledged and Accepted:

OSG Grant Agreement – Form TB-Officer 20\_\_

[\(Back To Top\)](#)

## Section 8: EX-10.64 (EXHIBIT 10.64)

**OVERSEAS SHIPHOLDING GROUP, INC.  
MANAGEMENT INCENTIVE COMPENSATION PLAN  
PERFORMANCE-BASED  
RESTRICTED STOCK UNIT GRANT AGREEMENT  
Form PB-TSR 20\_\_**

THIS AGREEMENT, made as of this \_\_\_\_\_, \_\_\_\_ (the "Agreement"), by and between Overseas Shipholding Group, Inc. (the "Company"), and \_\_\_\_\_ (the "Grantee").

WHEREAS, the Company has adopted the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "Plan") to promote the interests of the Company and its shareholders by providing the employees and consultants of the Company with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Stock-Based Awards, including restricted stock units, to Participants in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Grantee an award of performance-based RSUs (collectively, the "RSUs") in a number equal to a target of \_\_\_\_\_ (the "Target RSUs") and a maximum of \_\_\_\_\_ with the actual number of RSUs to be determined based upon achievement of performance criteria as described in Section 4 below. Each RSU represents the right to receive one share of Common Stock subject to Section 4 below.

2. Grant Date. The "Grant Date" of the RSUs hereby granted is \_\_\_\_\_.

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Vesting and Settlement.

(a) Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the RSUs shall vest and become nonforfeitable based upon the satisfaction of the TSR performance goal (the "TSR Performance Goal") as set forth below, provided that the Grantee remains continuously employed by the Company through the end of the three-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Performance Period"). The TSR Performance Goal shall be based upon a comparison of the total shareholder return ("TSR") of the Company to the TSRs of the companies (other than the Company) that comprise [INSERT INDEX] during the Performance Period;

provided, any company that is included in the [INSERT INDEX] at the beginning of the Performance Period but that is removed from the index prior to the end of the Performance Period due to bankruptcy or a restructuring shall be assigned a level of TSR achievement that is lower than that of any company included in the index on the last day of the Performance Period. "TSR" means the percentage rate of return, which can be positive or negative, from the first trading day of the Performance Period to the last trading day of the Performance Period, of an equivalent investment in the Common Stock of the Company, or the common shares of beneficial interest issued by the relevant company in the [INSERT INDEX], as applicable, on the first trading day of the Performance Period, assuming reinvestment of all dividends and other distributions paid during the Performance Period. The portion of the Grantee's RSUs, if any, that vests and becomes nonforfeitable in the Performance Period shall be determined in accordance with the following schedule, using linear interpolation [INSERT], as certified by the Committee:

Company TSR Relative to the TSR of the Companies in the Index	Percentage of Target RSUs That Vest and Become Nonforfeitable
[INSERT RANGE OF ACHEIVEMENT]	[INSERT THRESHOLD, TARGET AND MAXIMUM]

The Company shall be excluded in determining the percentile rank of the other companies in the S&P Transportation Select Index, and the Company's percentile rank shall be calculated by using linear interpolation between the percentile rank of the other companies in the index.

Notwithstanding the preceding schedule, if the Company TSR is a negative number, then the percentage of the RSUs that vests and becomes nonforfeitable, as determined in accordance with the preceding schedule, shall be limited to 100%.

No fractional shares of Common Stock shall be issued, and any fractional share that would have resulted from the foregoing calculations shall be rounded down to the next whole share.

(b) Notwithstanding anything to the contrary in Section 4(a) above, if the Grantee's Employment is terminated by the Company for a reason other than Cause before the end of the Performance Period, a pro-rata portion of the RSUs shall vest as of the last day of the Performance Period, determined by multiplying the number of RSUs that otherwise would have vested at the end of the Performance Period, based on the level of attainment of the TSR Performance Goal as certified by the Committee as provided in Section 4(c) below, by a fraction, the numerator of which is the number of days the Grantee was in Employment during the Performance Period and the denominator of which is the number of days in the Performance Period.

(c) Settlement of the vested RSUs may be in either shares of Common Stock or cash, as determined by the Committee in its discretion, and shall occur as soon as practicable following the Committee's certification following the end of the Performance Period of the level of attainment of the TSR Performance Goal and in any event no later than 60 days after the date of the Committee's certification (such date, the "Settlement Date").

5. Rights as Shareholder.

(a) During the period beginning on the Grant Date and ending on the date that the RSU is settled, the Grantee will accrue dividend equivalents on the RSUs equal to the cash dividend or distribution that would have been paid on the RSU had the RSU been an issued and outstanding share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the RSUs to which they relate, and (ii) will be denominated and payable solely in cash.

(b) If the RSUs are settled in shares of Common Stock, upon and following the Settlement Date and the entry of such settlement on the books of the Company or its transfer agents or registrars, the Grantee shall be the record owner of the shares of Common Stock and shall be entitled to all of the rights of a shareholder of the Company including the right to vote such shares of Common Stock and receive all dividends or other distributions paid with respect to such shares of Common Stock.

6. Forfeiture. Except as otherwise provided in Section 4(b), RSUs and any related dividend equivalents which have not become vested as of the date the Grantee's Employment terminates shall immediately be forfeited on such date, and the Grantee shall have no further rights with respect thereto.

7. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, until such time as the RSUs are settled in accordance with Section 4, the RSUs or the rights represented thereby may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of. No purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs will be forfeited by the Grantee and all of the Grantee's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.

8. Restrictive Covenants. Unless otherwise determined by the Committee in its sole discretion, by accepting the RSUs, the Grantee acknowledges that the Grantee is bound by the following restrictive covenants (the "Restrictive Covenants"):

(a) Except to the extent (1) expressly authorized in writing by the Company or (2) required by law or any legal process, the Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 20 herein) or proprietary Trade Secrets (as defined in Section 20 herein) of the Company or any of its Affiliates; or

(b) The Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees.

Notwithstanding clause (a) above, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833(b)), the Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a violation of law. The Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Grantee files a lawsuit or other action alleging retaliation by the Company for reporting a suspected violation of law, the Grantee may disclose the trade secret to the Grantee's attorney and use the trade secret in the court proceeding or other action, if the Grantee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. This paragraph shall govern to the extent it may conflict with any other provision of this Agreement.

The Restrictive Covenants are in addition to and do not supersede any rights the Company or any of its Affiliates may have in law or at equity or under any other agreement.

By accepting the RSUs, the Grantee shall further agree that it is impossible to measure in money the damages which will accrue to the Company or any of its Affiliates in the event the Grantee breaches the Restrictive Covenants. Therefore, if the Company or any of its Affiliates shall institute any action or proceeding to enforce the provisions hereof, the Grantee shall agree to waive the claim or defense that the Company or any of its Affiliates has an adequate remedy at law and the Grantee shall agree not to assert in any such action or proceeding the claim or defense that the Company or any of its Affiliates has an adequate remedy at law.

If at any time the Committee reasonably believes that the Grantee has breached any of the Restrictive Covenants described in clauses (a) and (b) above, the Committee may suspend the vesting of Grantee's RSUs pending a good faith determination by the Committee of whether any such Restrictive Covenant has been breached, it being understood that such suspension shall not cause the settlement to be delayed beyond the last date that settlement may occur pursuant to Section 4 hereof. If the Committee determines in good faith that the Grantee has breached any such Restrictive Covenant, the Grantee shall immediately forfeit any outstanding unvested RSUs and any related dividend equivalents and shall repay to the Company, upon demand, any Common Stock or cash issued upon the settlement of the Grantee's RSUs (and the payment of any related dividend equivalents) if the vesting of such RSUs occurred during such breach. The Grantee shall also be required to repay to the Company, in cash and upon demand, any proceeds resulting from the sale or other disposition (including to the Company) of Common Stock issued upon settlement of the Grantee's RSUs if the sale or disposition was effected at any time during such breach.

The foregoing shall not prejudice the Company's right to require the Grantee to account for and pay over to the Company on a pre-tax basis any profit obtained by the Grantee as a result of any transaction constituting a breach of the Restrictive Covenants.

## 9. Taxes.

(a) Liability for Tax-Related Items. Except to the extent prohibited by law, the Grantee acknowledges that the Grantee is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the RSUs, regardless of any action the Company takes with respect to such Tax-Related Items. The Grantee further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the RSUs, including the grant and vesting of the RSUs, or the subsequent sale of the shares of Common Stock and (ii) does not commit, and is under no obligation, to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result.

(b) Payment of Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no shares of Common Stock shall be issued and no dividend equivalents shall be paid unless and until satisfactory arrangements (as determined by the Committee) have been made by the Grantee with respect to the payment of any taxes which the Company determines must be withheld with respect to such shares of Common Stock and payment of dividend equivalents. If the Grantee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Company will withhold from shares of Common Stock upon the relevant tax withholding event, unless the use of such withholding method is prevented by applicable law or has materially adverse accounting or tax consequences, in which case, the withholding obligation may be satisfied by one or a combination of the methods set forth in the Plan. If the Grantee is not subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Grantee may elect to have the Company withhold from shares of Common Stock upon the relevant tax withholding event and such election shall satisfy the Grantee's obligations under this Section 9.

10. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Grantee's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the RSUs. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

11. Policy Against Insider Trading; Recoupment. By accepting the RSUs, the Grantee acknowledges that the Grantee is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges and agrees that shares of Common Stock or cash delivered in settlement of the RSUs or any dividend equivalents, and any proceeds of such shares of Common Stock, are subject to any recoupment or "clawback" policy of the Company as may be in effect from time to time and applied with prospective or retroactive effect.

12. Data Privacy Consent. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or



other form, of the Grantee's personal data as described in this Agreement and any other RSU grant materials by the Company for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of Common Stock or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Grantee understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Grantee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee authorizes the recipients to receive, possess, use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Grantee's participation in the Plan. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis.

13. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiary, if applicable.

14. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

18. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. The Grantee hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a Committee thereof, in respect of the Plan, this Agreement and the RSUs shall be final and conclusive. The Grantee acknowledges that there may be adverse tax consequences upon disposition of the underlying shares and that the Grantee should consult a tax advisor prior to such disposition.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code. Notwithstanding any provision of this Agreement to the contrary, any compensation or benefit payable hereunder that constitutes a deferral of compensation under Code Section 409A shall be subject to the following:

(a) no amount or benefit that is payable upon a termination of employment or services from the Company shall be payable unless such termination also meets the requirements of a "separation from service" under Treasury Regulation Section 1.409A-1(h), and references in the Agreement to "termination", "termination of employment" or like terms shall mean a "separation from service;"

(b) in the event that any payment to the Grantee or any benefit hereunder is made upon, or as a result of, the Grantee's termination of employment, and the Grantee is a "specified employee" (as that term is defined under Section 409A of the Code) at the time the Grantee becomes entitled to any such payment or benefit, and provided further that such payment or benefit does not otherwise qualify for an applicable exemption from Section 409A of the Code, then no such payment or benefit will be paid or commenced to be paid to the Grantee under this Agreement until the date that is the earlier to occur of (i) the Grantee's death or (ii) six months and one day following the Grantee's termination of employment (the "Delay Period"). Any payments which the Grantee would otherwise have received during the Delay Period will be payable to the Grantee in a lump sum on the date that is six months and one day following the effective date of the termination, and any remaining compensation and benefits due under the Agreement shall be paid or provided as otherwise set forth herein;

(c) whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of the Company, and the Grantee shall have no right (directly or indirectly) to determine the year in which such payment is

made. In the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years;

(d) each separately identified amount and each installment payment to which the Grantee is entitled to payment shall be deemed to be a separate payment for purposes of Section 409A of the Code; and

(e) the payment of any compensation or benefit may not be accelerated except to the extent permitted by Section 409A of the Code.

20. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Cause" shall mean (i) the Grantee's failure to attempt in good faith to perform his or her lawful duties (other than as a result of Disability); (ii) the Grantee's willful misconduct or gross negligence of a material nature in connection with the performance of his or her duties as an employee, which is or could reasonably be expected to be materially injurious to the Company, or any of its Affiliates (whether financially, reputationally or otherwise) ("Injurious"); (iii) a breach by the Grantee of the Grantee's fiduciary duty or duty of loyalty to the Company or its Affiliates which is or could reasonably be expected to be Injurious; (iv) the Grantee's intentional and unauthorized removal, use or disclosure of the Company's or any Affiliate's document (in any medium or form) relating to the Company or an Affiliate, or the customers of the Company or an Affiliate thereof and which is not pursuant to his or her lawful duties and may be Injurious to the Company, its customers or their respective Affiliates; (v) the willful performance by the Grantee of any act or acts of dishonesty in connection with or relating to the Company's or its Affiliates' business which is or could reasonably be expected to be Injurious, or the willful misappropriation (or willful attempted misappropriation) of any of the Company's or any of its Affiliates' funds or property; (vi) the indictment of the Grantee for, or a plea of guilty or nolo contendere by the Grantee to, any felony or other serious crime involving moral turpitude; (vii) a material breach of any of the Grantee's obligations under any agreement entered into between the Grantee and the Company or any of its Affiliates that is material to either (A) the employment relationship between the Company or any of its Affiliates and the Grantee or (B) the relationship between the Company and the Grantee as investor or prospective investor in the Company; or (viii) a material breach of the Company's policies or procedures, which breach causes or could reasonably be expected to cause material harm to the Company or its business reputation; provided that, with respect to the events in clauses (i), (ii), (iv), or (vii) herein, the Company shall have delivered written notice to the Grantee of its intention to terminate the Grantee's employment for Cause, which notice specifies in reasonable detail the circumstances claimed to give rise to the Company's right to terminate the Grantee's employment for Cause and the Grantee shall not have cured such circumstances, to the extent such circumstances are reasonably susceptible to cure as determined by the Board of Directors in good faith, within 30 days following the Company's delivery of such notice.

(b) "Competitor" shall mean any individual, corporation, partnership or other entity that engages in (or that owns a significant interest in any corporation, partnership or other entity that engages in) any business conducted by the Company or any of its Affiliates.

(c) "Confidential Information" shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

(d) "Disability" shall mean, as a result of the Grantee's incapacity due to physical or mental illness or injury, the Grantee (i) becomes eligible to receive a benefit under the Company's long-term disability plan applicable to the Grantee, or (ii) has been unable, due to physical or mental illness or incapacity, to perform the essential duties of his or her employment with reasonable accommodation for a continuous period of 90 days or an aggregate of 180 days within a one-year period.

(e) "Trade Secrets" shall mean all secret, proprietary or confidential information regarding the Company (which shall mean and include all of the Company's subsidiaries and all Affiliates and joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of "trade secrets" under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company's software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "trade secrets" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Grantee has hereunto signed this Agreement on the Grantee's own behalf, thereby representing that the Grantee has carefully read and understands this Agreement and the Plan as of the day and year first written above.

OVERSEAS SHIPHOLDING GROUP, INC.

By: Samuel H. Norton  
Title: President and CEO

Acknowledged and Accepted:

Executive Officer name

OSG Grant Agreement- Form PB 2017

[\(Back To Top\)](#)

## Section 9: EX-10.65 (EXHIBIT 10.65)

**OVERSEAS SHIPHOLDING GROUP, INC.  
MANAGEMENT INCENTIVE COMPENSATION PLAN  
PERFORMANCE-BASED  
RESTRICTED STOCK UNIT GRANT AGREEMENT  
Form PB 20\_\_ - ROIC**

THIS AGREEMENT, made as of this \_\_\_\_\_, \_\_\_\_ (the "Agreement"), by and between Overseas Shipholding Group, Inc. (the "Company"), and \_\_\_\_\_ (the "Grantee").

WHEREAS, the Company has adopted the Overseas Shipholding Group, Inc. Management Incentive Compensation Plan (the "Plan") to promote the interests of the Company and its shareholders by providing the employees and consultants of the Company with incentives and rewards to encourage them to continue in the service of the Company and with a proprietary interest in pursuing the long-term growth, profitability and financial success of the Company; and

WHEREAS, Section 7 of the Plan provides for the grant of Other Stock-Based Awards, including restricted stock units, to Participants in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. Grant of RSUs. Pursuant to, and subject to, the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Grantee an award of performance-based RSUs (collectively, the "RSUs") in a number equal to a target of \_\_\_\_\_ (the "Target RSUs") and a maximum of \_\_\_\_\_ with the actual number of RSUs to be determined based upon achievement of performance criteria as described in Section 4 below. Each RSU represents the right to receive one share of Common Stock subject to Section 4 below.

2. Grant Date. The "Grant Date" of the RSUs hereby granted is \_\_\_\_\_.

3. Incorporation of the Plan. All terms, conditions and restrictions of the Plan are incorporated herein and made part hereof as if stated herein. If there is any conflict between the terms and conditions of the Plan and this Agreement, the terms and conditions of the Plan shall govern. Unless otherwise indicated herein, all capitalized terms used herein shall have the meanings given to such terms in the Plan.

4. Vesting and Settlement.

(a) Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the RSUs shall vest and become nonforfeitable based upon the satisfaction of the ROIC performance goal (the "ROIC Performance Goal") as set forth below, provided that the Grantee remains continuously employed by the Company through the end of the three-year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Performance Period"). The ROIC Performance Goal shall be based on the Company's cumulative return on invested capital ("ROIC") relative to the Company's budgeted ROIC for the Performance Period. The formula for calculating "ROIC" is:

[INSERT]

as determined in accordance with U.S. generally accepted accounting procedures and as reflected on the Company's audited financial statements. The portion of the Grantee's RSUs, if any, that vests and becomes nonforfeitable in the Performance Period shall be determined in accordance with the following schedule, using linear interpolation between 80% and 100% attainment and between 100% and 120% attainment of the Performance Goal, as certified by the Committee:

Performance Attainment (as a % of Performance Goal)	Percentage of Target RSUs that Vest and Become Nonforfeitable
[INSERT THRESHOLD, TARGET, MAXIMUM]	[INSERT RANGE OF ACHIEVEMENT]

No fractional shares of Common Stock shall be issued, and any fractional share that would have resulted from the foregoing calculations shall be rounded down to the next whole share.

(b) Notwithstanding anything to the contrary in Section 4(a) above, if the Grantee's Employment is terminated by the Company for a reason other than Cause before the end of the Performance Period, a pro-rata portion of the RSUs shall vest as of the last day of the Performance Period, determined by multiplying the number of RSUs that otherwise would have vested at the end of the Performance Period, based on the level of attainment of the ROIC Performance Goal as certified by the Committee as provided in Section 4(c) below, by a fraction, the numerator of which is the number of days the Grantee was in Employment during the Performance Period and the denominator of which is the number of days in the Performance Period.

(c) Settlement of the vested RSUs may be in either shares of Common Stock or cash, as determined by the Committee in its discretion, and shall occur as soon as practicable following the Committee's certification following the end of the Performance Period of the level of attainment of the ROIC Performance Goal and in any event no later than 60 days after the date of the Committee's certification (such date, the "Settlement Date").

#### 5. Rights as Shareholder.

(a) During the period beginning on the Grant Date and ending on the date that the RSU is settled, the Grantee will accrue dividend equivalents on the RSUs equal to the cash dividend or distribution that would have been paid on the RSU had the RSU been an issued and outstanding share of Common Stock on the record date for the dividend or distribution. Such accrued dividend equivalents (i) will vest and become payable upon the same terms and at the same time of settlement as the RSUs to which they relate, and (ii) will be denominated and payable solely in cash.

(b) If the RSUs are settled in shares of Common Stock, upon and following the Settlement Date and the entry of such settlement on the books of the Company or its transfer agents or registrars, the Grantee shall be the record owner of the shares of Common Stock and shall be entitled to all of the rights of a shareholder of the Company including the right to vote such shares of Common Stock and receive all dividends or other distributions paid with respect to such shares of Common Stock

6. Forfeiture. Except as otherwise provided in Section 4(b), RSUs and any dividend equivalents which have not become vested as of the date the Grantee's Employment terminates shall immediately be forfeited on such date, and the Grantee shall have no further rights with respect thereto.

7. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, until such time as the RSUs are settled in accordance with Section 4, the RSUs or the rights represented thereby may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of. No purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such purported sale, assignment, transfer, pledge, hypothecation or other disposal of the RSUs will be forfeited by the Grantee and all of the Grantee's rights to such RSUs shall immediately terminate without any payment or consideration from the Company.

8. Restrictive Covenants. Unless otherwise determined by the Committee in its sole discretion, by accepting the RSUs, the Grantee acknowledges that the Grantee is bound by the following restrictive covenants (the "Restrictive Covenants"):

(a) Except to the extent (1) expressly authorized in writing by the Company or (2) required by law or any legal process, the Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates use, disseminate, disclose or divulge to any person or to any firm, corporation, association or other business entity, Confidential Information (as defined in Section 20 herein) or proprietary Trade Secrets (as defined in Section 20 herein) of the Company or any of its Affiliates; or

(b) The Grantee shall not at any time during the Grantee's Employment with the Company or any of its Affiliates or following the date the Grantee's Employment terminates make any derogatory, disparaging or negative statements, orally, written or otherwise, against the Company or any of its Affiliates or any of their respective directors, officers and employees.

Notwithstanding clause (a) above, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833(b)), the Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence either directly or indirectly to a federal, state, or local government official, or to an attorney, solely for the purpose of reporting or investigating a violation of law. The Grantee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made in a complaint, or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Grantee files a lawsuit or other action alleging retaliation by the Company for reporting a suspected violation of law, the Grantee may disclose the trade secret to the Grantee's attorney and use the

trade secret in the court proceeding or other action, if the Grantee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. This paragraph shall govern to the extent it may conflict with any other provision of this Agreement.

The Restrictive Covenants are in addition to and do not supersede any rights the Company or any of its Affiliates may have in law or at equity or under any other agreement.

By accepting the RSUs, the Grantee shall further agree that it is impossible to measure in money the damages which will accrue to the Company or any of its Affiliates in the event the Grantee breaches the Restrictive Covenants. Therefore, if the Company or any of its Affiliates shall institute any action or proceeding to enforce the provisions hereof, the Grantee shall agree to waive the claim or defense that the Company or any of its Affiliates has an adequate remedy at law and the Grantee shall agree not to assert in any such action or proceeding the claim or defense that the Company or any of its Affiliates has an adequate remedy at law.

If at any time the Committee reasonably believes that the Grantee has breached any of the Restrictive Covenants described in clauses (a) and (b) above, the Committee may suspend the vesting of Grantee's RSUs pending a good faith determination by the Committee of whether any such Restrictive Covenant has been breached, it being understood that such suspension shall not cause the settlement to be delayed beyond the last date that settlement may occur pursuant to Section 4 hereof. If the Committee determines in good faith that the Grantee has breached any such Restrictive Covenant, the Grantee shall immediately forfeit any outstanding unvested RSUs and any related dividend equivalents and shall repay to the Company, upon demand, any Common Stock or cash issued upon the settlement of the Grantee's RSUs (and the payment of any related dividend equivalents) if the vesting of such RSUs occurred during such breach. The Grantee shall also be required to repay to the Company, in cash and upon demand, any proceeds resulting from the sale or other disposition (including to the Company) of Common Stock issued upon settlement of the Grantee's RSUs if the sale or disposition was effected at any time during such breach.

The foregoing shall not prejudice the Company's right to require the Grantee to account for and pay over to the Company on a pre-tax basis any profit obtained by the Grantee as a result of any transaction constituting a breach of the Restrictive Covenants.

## 9. Taxes.

(a) Liability for Tax-Related Items. Except to the extent prohibited by law, the Grantee acknowledges that the Grantee is ultimately liable and responsible for any and all income taxes (including federal, state, local and other income taxes), social insurance, payroll taxes and other tax-related withholding (the "Tax-Related Items") arising in connection with the RSUs, regardless of any action the Company takes with respect to such Tax-Related Items. The Grantee further acknowledges that the Company (i) does not make any representation or undertaking regarding the treatment of any Tax-Related Item in connection with any aspect of the RSUs, including the grant and vesting of the RSUs, or the subsequent sale of the shares of Common Stock and (ii) does not commit, and is under no obligation, to structure the terms of the RSUs or any aspect of the RSUs to reduce or eliminate the Grantee's liability for Tax-Related Items or achieve any particular tax result.

(b) Payment of Withholding Taxes. Notwithstanding any contrary provision of this Agreement, no shares of Common Stock shall be issued and no dividend equivalents shall be paid unless and until satisfactory arrangements (as determined by the Committee) have been made by the Grantee with respect to the payment of any taxes which the Company determines must be withheld with respect to such shares of Common Stock and payment of dividend equivalents. If the Grantee is subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Company will withhold from shares of Common Stock upon the relevant tax withholding event, unless the use of such withholding method is prevented by applicable law or has materially adverse accounting or tax consequences, in which case, the withholding obligation may be satisfied by one or a combination of the methods set forth in the Plan. If the Grantee is not subject to Section 16 of the Exchange Act pursuant to Rule 16a-2 promulgated thereunder, the Grantee may elect to have the Company withhold from shares of Common Stock upon the relevant tax withholding event and such election shall satisfy the Grantee's obligations under this Section 9.

10. Modification; Entire Agreement; Waiver. No change, modification or waiver of any provision of this Agreement which reduces the Grantee's rights hereunder will be valid unless the same is agreed to in writing by the parties hereto. This Agreement, together with the Plan, represent the entire agreement between the parties with respect to the RSUs. The failure of the Company to enforce at any time any provision of this Agreement will in no way be construed to be a waiver of such provision or of any other provision hereof.

11. Policy Against Insider Trading; Recoupment. By accepting the RSUs, the Grantee acknowledges that the Grantee is bound by and shall comply with all the terms and conditions of the Company's insider trading policy as may be in effect from time to time. The Grantee further acknowledges and agrees that shares of Common Stock or cash delivered in settlement of the RSUs or any dividend equivalents, and any proceeds of such shares of Common Stock, are subject to any recoupment or "clawback" policy of the Company as may be in effect from time to time and applied with prospective or retroactive effect.

12. Data Privacy Consent. The Grantee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Grantee's personal data as described in this Agreement and any other RSU grant materials by the Company for the exclusive purpose of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that the Company may hold certain personal information about the Grantee, including, but not limited to, the Grantee's name, home address and telephone number, work location and phone number, date of birth, social insurance number or other identification number, salary, nationality, job title, hire date, any shares of Common Stock or directorships held in the Company or any of its Affiliates, details of all awards or any other entitlement to shares awarded, cancelled, exercised, vested, unvested or outstanding in the Grantee's favor, for the purpose of implementing, administering and managing the Plan ("Personal Data"). The Grantee understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, now or in the future, that these recipients may be located in the Grantee's country or elsewhere, and that the recipient's country may have different data privacy laws and protections than the Grantee's country. The Grantee authorizes the recipients to receive, possess,

use, retain and transfer the Personal Data, in electronic or other form, for the purposes of implementing, administering and managing the Grantee's participation in the Plan. The Grantee understands that Personal Data will be held only as long as is necessary or appropriate to implement, administer and manage the Grantee's participation in the Plan. Further, the Grantee understands that the Grantee is providing the consents herein on a purely voluntary basis.

13. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiary, if applicable.

14. Captions. Captions provided herein are for convenience only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement.

15. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the provisions governing conflict of laws.

18. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. The Grantee hereby acknowledges that all decisions, determinations and interpretations of the Board of Directors, or a Committee thereof, in respect of the Plan, this Agreement and the RSUs shall be final and conclusive. The Grantee acknowledges that there may be adverse tax consequences upon disposition of the underlying shares and that the Grantee should consult a tax advisor prior to such disposition.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payment and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code. Notwithstanding any provision of this Agreement to the contrary, any compensation or benefit payable hereunder that constitutes a deferral of compensation under Code Section 409A shall be subject to the following:

(a) no amount or benefit that is payable upon a termination of employment or services from the Company shall be payable unless such termination also meets the requirements of a "separation from service" under Treasury Regulation Section 1.409A-1(h), and references in the Agreement to "termination", "termination of employment" or like terms shall mean a "separation from service;"

(b) in the event that any payment to the Grantee or any benefit hereunder is made upon, or as a result of, the Grantee's termination of employment, and the Grantee is a "specified employee" (as that term is defined under Section 409A of the Code) at the time the Grantee becomes entitled to any such payment or benefit, and provided further that such payment or benefit does not otherwise qualify for an applicable exemption from Section 409A of the Code, then no such payment or benefit will be paid or commenced to be paid to the Grantee under this Agreement until the date that is the earlier to occur of (i) the Grantee's death or (ii) six months and one day following the Grantee's termination of employment (the "Delay Period"). Any payments which the Grantee would otherwise have received during the Delay Period will be payable to the Grantee in a lump sum on the date that is six months and one day following the effective date of the termination, and any remaining compensation and benefits due under the Agreement shall be paid or provided as otherwise set forth herein;

(c) whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of the Company, and the Grantee shall have no right (directly or indirectly) to determine the year in which such payment is made. In the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years;

(d) each separately identified amount and each installment payment to which the Grantee is entitled to payment shall be deemed to be a separate payment for purposes of Section 409A of the Code; and

(e) the payment of any compensation or benefit may not be accelerated except to the extent permitted by Section 409A of the Code.

20. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Cause" shall mean (i) the Grantee's failure to attempt in good faith to perform his or her lawful duties (other than as a result of

Disability); (ii) the Grantee's willful misconduct or gross negligence of a material nature in connection with the performance of his or her duties as an employee, which is or could reasonably be expected to be materially injurious to the Company, or any of its Affiliates (whether financially, reputationally or otherwise) ("Injurious"); (iii) a breach by the Grantee of the Grantee's fiduciary duty or duty of loyalty to the Company or its Affiliates which is or could reasonably be expected to be Injurious; (iv) the Grantee's intentional and unauthorized removal, use or disclosure of the Company's or any Affiliate's document (in any medium or form) relating to the Company or an Affiliate, or the customers of the Company or an Affiliate thereof and which is not pursuant to his or her lawful duties and may be Injurious to the Company, its customers or their respective Affiliates; (v) the willful performance by the Grantee of any act or acts of dishonesty in connection with or relating to the Company's or its Affiliates' business which is or could reasonably be expected to be Injurious, or the willful misappropriation (or willful attempted misappropriation) of any of the Company's or any of its Affiliates' funds or property; (vi) the indictment of the Grantee for, or a plea of guilty or nolo contendere by the Grantee to, any felony or other serious crime involving moral turpitude; (vii) a material breach of any of the Grantee's obligations under any agreement entered into between the Grantee and the Company or any of its Affiliates that is material to either (A) the employment relationship between the Company or any of its Affiliates and the Grantee or (B) the relationship between the Company and the Grantee as investor or prospective investor in the Company; or (viii) a material breach of the Company's policies or procedures, which breach causes or could reasonably be expected to cause material harm to the Company or its business reputation; provided that, with respect to the events in clauses (i), (ii), (iv), or (vii) herein, the Company shall have delivered written notice to the Grantee of its intention to terminate the Grantee's employment for Cause, which notice specifies in reasonable detail the circumstances claimed to give rise to the Company's right to terminate the Grantee's employment for Cause and the Grantee shall not have cured such circumstances, to the extent such circumstances are reasonably susceptible to cure as determined by the Board of Directors in good faith, within 30 days following the Company's delivery of such notice.

(b) "Competitor" shall mean any individual, corporation, partnership or other entity that engages in (or that owns a significant interest in any corporation, partnership or other entity that engages in) any business conducted by the Company or any of its Affiliates.

(c) "Confidential Information" shall mean all information regarding the Company or any of its Affiliates, any Company activity or the activity of any of its Affiliates, Company business or the business of any of its Affiliates, or Company customers or the customers of any of its Affiliates that is not generally known to persons not employed or retained (as employees or as independent contractors or agents) by the Company or any of its Affiliates, that is not generally disclosed by Company practice or authority to persons not employed by the Company or any of its Affiliates that does not rise to the level of a Trade Secret and that is the subject of reasonable efforts to keep it confidential, and shall include, to the extent such information is not a Trade Secret and to the extent material, but not be limited to product code, product concepts, production techniques, technical information regarding the Company's or any of its Affiliates' products or services, production processes and product/service development, operations techniques, product/service formulas, information concerning Company or any of its Affiliates' techniques for use and integration of its website and other products/services, current and future development and expansion or contraction plans of the Company or any of its Affiliates, sale/acquisition plans and contacts, marketing plans and contacts, information concerning the legal affairs of the Company or any of its Affiliates and certain information concerning the strategy, tactics and financial affairs of the Company or any of its Affiliates; provided that Confidential Information shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "confidential information" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

(d) "Disability" shall mean, as a result of the Grantee's incapacity due to physical or mental illness or injury, the Grantee (i) becomes eligible to receive a benefit under the Company's long-term disability plan applicable to the Grantee, or (ii) has been unable, due to physical or mental illness or incapacity, to perform the essential duties of his or her employment with reasonable accommodation for a continuous period of 90 days or an aggregate of 180 days within a one-year period.

(e) "Trade Secrets" shall mean all secret, proprietary or confidential information regarding the Company (which shall mean and include all of the Company's subsidiaries and all Affiliates and joint ventures connected by ownership to the Company at any time) or any Company activity that fits within the definition of "trade secrets" under the Uniform Trade Secrets Act or other applicable law, and shall include, but not be limited to, all source codes and object codes for the Company's software and all website design information to the extent that such information fits within the Uniform Trade Secrets Act; provided that Trade Secrets shall not include information that has become generally available to the public, other than through a breach by such Grantee; and provided further that this definition shall not limit any definition of "trade secrets" or any equivalent term under the Uniform Trade Secrets Act or any other state, local or federal law.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer and said Grantee has hereunto signed this Agreement on the Grantee's own behalf, thereby representing that the Grantee has carefully read and understands this Agreement and the Plan as of the day and year first written above.

OVERSEAS SHIPHOLDING GROUP, INC.

By: Samuel H. Norton  
Title: President and CEO

Acknowledged and Accepted:

Executive Officer name

OSG Grant Agreement- Form PB 20\_\_

[\(Back To Top\)](#)

## Section 10: EX-21 (EXHIBIT 21)

**Exhibit 21**

### SUBSIDIARIES OF OVERSEAS SHIPHOLDING GROUP, INC.

The following table lists all subsidiaries of OSG and all companies in which the registrant directly or indirectly owns at least a 49% interest, except for certain companies and subsidiaries which, if considered in the aggregate as a single entity, would not constitute a significant entity.

<u>Company</u>	<u>Where Incorporated, Organized or Domiciled</u>
American Shipholding Group, Inc.	New York
Juneau Tanker Corporation	New York
Maremar Tanker LLC	Delaware
Maritrans General Partner Inc.	Delaware
Maritrans Operating Company L.P.	Delaware
Mykonos Tanker LLC	Delaware
Ocean Bulk Ships, Inc.	Delaware
OSG 192 LLC	Delaware
OSG 209 LLC	Delaware
OSG 214 LLC	Delaware
OSG 242 LLC	Delaware
OSG 243 LLC	Delaware
OSG 244 LLC	Delaware
OSG 252 LLC	Delaware
OSG 254 LLC	Delaware
OSG America L.P.	Delaware
OSG America LLC	Delaware
OSG America Operating Company LLC	Delaware
OSG Bulk Ships, Inc.	New York
OSG Car Carriers, Inc.	New York
OSG Columbia LLC	Delaware
OSG Courageous LLC	Delaware
OSG Delaware Bay Lightering LLC	Delaware
OSG Endurance LLC	Delaware
OSG Enterprise LLC	Delaware
OSG Financial Corp.	Delaware
OSG Freedom LLC	Delaware
OSG Honour LLC	Delaware
OSG Independence LLC	Delaware
OSG Intrepid LLC	Delaware
OSG Maritrans Parent LLC	Delaware
OSG Navigator LLC	Delaware
OSG Product Tankers AVTC, LLC	Delaware
OSG Product Tankers Member LLC	Delaware
OSG Product Tankers II, LLC	Delaware
OSG Product Tankers I, LLC	Delaware



OSG Product Tankers, LLC	Delaware
OSG Ship Management, Inc.	Delaware
Overseas Anacortes LLC	Delaware
Overseas Boston LLC	Delaware
Overseas Houston LLC	Delaware
Overseas Long Beach LLC	Delaware
Overseas Los Angeles LLC	Delaware
Overseas Martinez LLC	Delaware
Overseas New Orleans LLC	Delaware
Overseas New York LLC	Delaware
Overseas Nikiski LLC	Delaware
Overseas Philadelphia LLC	Delaware
Overseas ST Holding LLC	Delaware
Overseas Tampa LLC	Delaware
Overseas Texas City LLC	Delaware
Santorini Tanker LLC	Delaware
Transbulk Carriers, Inc.	Delaware

<u>Company</u>	<u>Where Incorporated, Organized or Domiciled</u>
U.S. Shipholding Group, Inc.	New York
Vivian Tankships Corporation	New York

[\(Back To Top\)](#)

## Section 11: EX-23.1 (EXHIBIT 23.1)

**EXHIBIT 23.1**

### CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-208736), the Registration Statement on Form S-8 (333-218554) and the Registration Statement on Form S-3 (No. 333-213035) of our reports dated March 9, 2018, with respect to the consolidated financial statements of Overseas Shipholding Group, Inc. and the effectiveness of internal control over financial reporting of Overseas Shipholding Group, Inc., included in this Annual Report (Form 10-K) of Overseas Shipholding Group, Inc. for the year ended December 31, 2017.

/s/ Ernst & Young LLP  
Certified Public Accountants

Tampa, FL  
March 9, 2018

[\(Back To Top\)](#)

## Section 12: EX-23.2 (EXHIBIT 23.2)

### CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-208736 and 333-218554) and the Registration Statement on Form S-3 (No. 333-213035) of Overseas Shipholding Group, Inc. of our report dated March 9, 2017 relating to the financial statements and financial statement schedule, which appears in this Form 10-K.

/s/PricewaterhouseCoopers LLP

New York, NY

March 9, 2018

[\(Back To Top\)](#)

## Section 13: EX-31.1 (EXHIBIT 31.1)

EXHIBIT 31.1

### OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES

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

I, Samuel H. Norton, certify that:

1 I have reviewed this annual report on Form 10-K of Overseas Shipholding Group, Inc.;

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

2 misleading with respect to the period covered by this report;

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

3 presented in this report;

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

4 defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and we have:

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

a. being prepared;

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

b. preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

c. this report based on such evaluation; and

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;

d. and

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 Registrant's board of directors (or persons

5 performing the equivalent functions):

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

a. information; and

Any fraud, whether or not material, that involves management or other employees who have a significant role in the

b. Registrant's internal control over financial reporting.

Date: March 9, 2017

/s/ SAMUEL H. NORTON

Samuel H. Norton

Chief Executive Officer

[\(Back To Top\)](#)

## Section 14: EX-31.2 (EXHIBIT 31.2)

EXHIBIT 31.2

### OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES

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

I, Richard Trueblood, certify that:

- 1 I have reviewed this annual report on Form 10-K of Overseas Shipholding Group, 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 we 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 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: March 9, 2017

/s/ RICHARD TRUEBLOOD

Richard Trueblood  
Chief Financial Officer

[\(Back To Top\)](#)

## Section 15: EX-32 (EXHIBIT 32)

**OVERSEAS SHIPHOLDING GROUP, INC. AND SUBSIDIARIES****CERTIFICATION OF CHIEF 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**

Each of the undersigned, the Chief Executive Officer and the Chief Financial Officer of Overseas Shipholding Group, Inc. (the "Company"), hereby certifies, to the best of his knowledge and belief, that the Form 10-K of the Company for the annual period ended December 31, 2016 (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 (15 U.S.C. 78m or 78o(d)) 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: March 9, 2017

/s/ SAMUEL H. NORTON

\_\_\_\_\_  
Samuel H. Norton

Chief Executive Officer

Date: March 9, 2017

/s/ RICHARD TRUEBLOOD

\_\_\_\_\_  
Richard Trueblood

Chief Financial Officer

[\(Back To Top\)](#)