ODYSSEY MARINE EXPLORATION INC

FORM 10-K
(Annual Report)

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

FORM 10-K

(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, 2015

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-31895

ODYSSEY MARINE EXPLORATION, INC.
(Exact name of registrant as specified in its charter)

Nevada	**84-1018684**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

5215 W. Laurel Street, Tampa, Florida 33607
(Address of principal executive offices)

(813) 876-1776
(Registrant's telephone number including area code)

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

Common Stock, $.0001 par value	**NASDAQ Capital Market**
(Title of each class)	**(Name of each exchange on which registered)**

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 Securities Act. Yes ☐ No ☒

Indicate by 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 Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T 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, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting 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 ☒

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

The aggregate market value of the 7.1 million shares of voting stock held by non-affiliates of Odyssey Marine Exploration, Inc. as of June 30, 2015 was approximately $40.0 million. As of February 25, 2016, the Registrant had 7,541,111 shares of Common Stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

The information required by Part III of this Form 10-K is incorporated by reference to the Company's Definitive Proxy Statement for the Registrant's Annual Meeting of the Shareholders to be held on June 7, 2016.

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As used in this Annual Report on Form 10-K, "we," "us," "our company" and "Odyssey" mean Odyssey Marine Exploration, Inc. and our subsidiaries, unless the context indicates otherwise.

PART I

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Act of 1934. The statements regarding Odyssey Marine Exploration, Inc. and its subsidiaries contained in this report that are not historical in nature, particularly those that utilize terminology such as "may," "will," "should," "likely," "expects," "anticipates," "estimates," "believes," "plans," or comparable terminology, are forward-looking statements based on current expectations and assumptions, and entail various risks and uncertainties that could cause actual results to differ materially from those expressed in such forward-looking statements.

Important factors known to us that could cause such material differences are identified and in our "RISK FACTORS" in Item 1A and elsewhere in this report. Accordingly, readers of this Annual Report on Form 10-K should consider these factors in evaluating, and are cautioned not to place undue reliance on the forward-looking statements contained herein. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events unless otherwise specifically indicated.

All information in this Annual Report on Form 10-K has been retroactively adjusted to give effect to a 1-for-12 reverse stock split that was effective on February 29, 2016 or otherwise, except as required by law.

ITEM 1. BUSINESS

Overview

Odyssey Marine Exploration, Inc. is a world leader in deep-ocean exploration. Our innovative techniques are currently applied to mineral exploration, shipwreck cargo recovery and other marine survey and exploration charter services.

We have extensive experience discovering shipwreck sites in the deep ocean and conducting archaeological excavations with remotely operated vehicles ("ROVs"). Our historic shipwreck discoveries include the SS *Republic* , HMS *Victory* , *"Black Swan* ," *La Marquise de Tourny* , and many other unidentified shipwrecks. We have we set records for the deepest and heaviest cargo recoveries from a shipwreck during our commodity salvage work on the SS *Gairsoppa.* A total of nearly 110 tons of silver, representing more than 99% of the insured silver on board, was recovered from the *Gairsoppa* shipwreck, which is over 15,000 feet deep.

In 2010, we began to leverage our core business expertise and technology for deep-ocean mineral exploration. Our expeditions conducted for Neptune Minerals, Inc. and Chatham Rock Phosphate, Ltd. resulted in the assessment of significant mineral deposits. We have also begun to explore other deep-ocean mineral projects on our own behalf. Via our majority stake in Oceanica Resources S. de. R.L. ("Oceanica"), a Panamanian company, we control Exploraciones Oceanicas, S. De R.L. De C.V. ("ExO"), a Mexican company that has exclusive mining permits for an area (known as the "Don Diego" deposit) that contains large amounts of mineralized phosphate material. We performed all the off-shore exploration to find and validate the mineralized phosphate deposit and are managing the environmental studies and environmental permit application process. The deposit is one of the largest to be identified and is expected to be important to the regional and international fertilizer markets. The Don Diego deposit is currently our main mineral project. In order to move to the next phase of development of the deposit, Odyssey and its subsidiaries need to obtain approval of its environmental permit application ("EIA"). A decision on this application is expected in the course of 2016.

Deep-Ocean Mineral Exploration

We have leveraged the expertise of our team of some of the industry's most experienced ocean explorers and geologists, along with our extensive array of advanced deep-ocean technology, for cost efficient exploration and assessment of seabed mineralized material.

Utilizing the chartered RV *Dorado Discovery* or similar ships with our customized and specialized equipment, our team has the ability to perform precision geophysical and geotechnical surveys, detailed mapping, sampling, environmental assessments and resource evaluations. While we discontinued the long-term lease of the RV *Dorado Discovery* vessel in 2014, we still own and maintain equipment on board the vessel and may re-charter the vessel for future projects.

We offer exploration services including geophysical and geotechnical assessments of seabed mineral deposits to companies, including our subsidiaries and companies in which we hold an equity position, as a resource development partner. When performing mineral exploration services, we may receive payments in the form of cash, equity interests in the contracting company, or financial interests in the tenement.

There are three economically significant types of seabed mineral deposits being evaluated or explored by Odyssey:

Phosphorites - Phosphorite deposits are mineral occurrences that are recovered primarily for their phosphate material. Phosphorites may be present on the seabed or in the stratigraphic column. Phosphate is an agriculturally important mineral used primarily for crop fertilization, though a variety of uses exist for phosphate and phosphorus, the significant element in phosphate. Phosphorites exist in a wide range of depositional environments. Several factors contribute to the formation of phosphorites, including a supply of phosphorus, present or pre-existing complex oceanographic circulation patterns, and a proper sedimentological setting. Generally, phosphorites are targeted on continental shelves and slopes, though phosphorites do occur on oceanic seabed features such as guyots (flat-topped seamounts).

Polymetallic nodules - These nodular concretions are found on the seabed and consist of concentric layers of iron and manganese hydroxides. Nodules generally consist primarily of either manganese or iron. Manganese nodules can contain up to 30% manganese as well as other valuable metals and minerals, while iron nodules generally contain a mixture of iron, silicon, and aluminum ore. Polymetallic nodules are found at the seabed interface in oceans worldwide. Nodules must exhibit proper metal content and exist in sufficient concentration to be of potential economic interest. Some areas hosting economically viable nodules include the Clarion-Clipperton Fracture Zone between Hawaii and Mexico, the Peru Basin, and the northern Indian Ocean.

Seafloor Massive Sulphides (SMS) – SMS deposits are found on the ocean floor and contain copper, zinc, gold, silver and other trace metals. SMS deposits are found in areas of active or complex tectonic or volcanogenic activity, such as near oceanic spreading centers (such as the Mid-Atlantic Ridge and East Pacific Rise), back-arc basins (such as the Manus Basin in Papua New Guinea waters) and submarine arc volcanic chains (such as Kermadec Arc in New Zealand waters).

Deep-Ocean Shipwreck Exploration

For many years, we conducted shipwreck search and cargo recovery work on our own behalf and under contract to third parties. During the past 20 years, we amassed a large private database and research library of target shipwrecks, developed and acquired proprietary deep-ocean equipment and tools, and built a team of knowledgeable experts to execute off-shore projects. On December 10, 2015, we sold the shipwreck database and research library to Magellan Offshore Services, Ltd. (“Magellan”), while still retaining our vessel, equipment, tools, and specialized offshore team members. As part of the Acquisition Agreement with Monaco Financial, LLC., Magellan agreed to exclusively hire us on a “cost plus” basis for any shipwreck search and recovery projects conducted in the next five years. We agreed not to pursue the shipwrecks included in the data base sold to Magellan. Magellan will also pay 21.25% of the net proceeds from any monetization of recovered cargo to us. As part of the Acquisition Agreement, four pre-existing projects including the HMS *Victory* 1744 and HMS *Sussex* were retained by us. Magellan may participate in funding the recovery costs of these projects in the future, and will have the right to receive up to 50% of our net proceeds, if any.

Shipwreck search operations typically begin with a side-scan sonar survey of a target area, which is sometimes coupled with a magnetometer survey, multi-beam bathymetric survey or other acoustic or geophysical survey technologies. The most interesting anomalies on the ocean floor are then inspected visually with an ROV that sends real-time video images to monitors on the survey vessel for observation by the scientific and technical teams. These images are also downloaded and saved for additional evaluation onshore. Sometimes, it is immediately obvious whether the inspected site is of interest (identifiable artifacts are apparent on the site) or not - (geology, modern debris). In other instances, it may take additional research and return visits to a site to arrive at probable or positive identification of the vessel and to determine the next step forward. Even when a shipwreck’s identity is confirmed or an area of geological interest is identified, a detailed reconnaissance inspection or pre-disturbance survey may be required prior to commencing any recovery or resource assessment operations.

If and when historic target sites are identified, we undertake an archaeological pre-disturbance survey and archaeological excavation subjected to stringent archaeological standards, thus adding to the body of knowledge of the people, the history and culture of the vessel’s time. Archaeological excavation and recovery operations are conducted on historic shipwreck sites and combine ROVs with sophisticated positioning systems, cameras and specialized computer hardware and software to carefully record the location of artifacts *in situ* and to document the entire archaeological process as

the artifacts are recovered from a shipwreck site. As they conduct robotic archaeological operations at sites hundreds and sometimes thousands of feet below the ocean surface, our ROV pilots are directed by marine archaeologists aboard the recovery vessel. The archaeological excavation of cargo is followed by conservation, recording, documentation, and publication/exhibition. If and when a modern commodity shipwreck target is identified, removal of deck plates or ship's structure may be necessary to obtain access to the cargo to be salvaged.

We have extensive experience in other phases of the shipwreck discovery business, such as conservation, documentation and exhibit of rare artifacts and publication of archaeological excavation. We will continue to conduct these services for the four projects that we have retained. We expect to conduct these services under contract to Magellan or its affiliates for their projects.

Operational Projects and Status

We have numerous deep-ocean projects in various stages of development around the world. In order to protect the targets of our planned search or recovery operations, in some cases we may defer disclosing specific information relating to our projects until we have located a shipwreck or other potentially valuable sources of interest and determined a course of action to protect our property rights. With respect to mineral deposits, SEC Industry Guide 7 outlines the Commission's basic mining disclosure policy and what information may be disclosed in public filings. With respect to shipwrecks, the identity of the ship may be indeterminable and the nature and amount of cargo may be uncertain, thus before completing any recovery, specific information about the project may be unavailable. Although Odyssey has a variety of projects in various stages of development, only projects with operational activity in the past 12 months are included below.

Subsea Mineral Mining Exploration Projects

Oceanica Resources, S. de R.L.

In February 2013, we disclosed Odyssey's ownership interest, through Odyssey Marine Enterprises, Ltd., a wholly owned Bahamian company ("Enterprises"), in Oceanica Resources, S. de R.L., a Panamanian company ("Oceanica") and Exploraciones Oceanicas, S. De R.L. De C.V. ("ExO"), a subsidiary of Oceanica. ExO is in the business of mineral exploration and controls exclusive permits in an area in Mexican waters that contains a large amount of phosphate mineralized material (known as the "Don Diego" deposit). Phosphate is a key ingredient of fertilizers. In March 2014, Odyssey completed a first NI 43-101 compliant report on the deposit and periodically updates this report. The Don Diego deposit is currently our main mineral project and is important to Odyssey's future. Odyssey believes that the Don Diego deposit contains a large amount of high-grade phosphate rock that can be extracted on a financially attractive basis (essentially a dredging operation) and that the product will be attractive to Mexican and other world producers of fertilizers.

ExO has conducted extensive scientific testing of the mineralized phosphate material and of the environmental impact of recovering the mineralized material from the seafloor. Oceanica has been working with leading environmental experts on the impact assessment and permitting process, with Royal Boskalis on the extraction and processing program, and with JPMorgan and the AHMSA group of companies on the strategic growth alternatives.

ExO applied for and was granted additional mining concession areas by the Mexican government. These additional areas are adjacent to the zones with the highest concentration of mineralization in the original mining concession area. ExO also relinquished certain parts of the granted concession areas where the mineral concentration levels were less attractive for mining purposes.

In September 2014, ExO reported that the Environmental Impact Assessment ("EIA") for proposed dredging and recovery of phosphate sands from the Don Diego deposit had been filed with the Mexican Secretary of Environment and Natural Resources (SEMARNAT). This EIA application is needed in order to obtain an environmental permit to begin the commercial extraction of phosphate from the tenement area. In November 2014, SEMARNAT held a public hearing on the EIA in Mexico and asked supplemental questions to Oceanica on its EIA application. In full compliance with the SEMARNAT process, a response to the questions was filed in March 2015. In addition to providing supplemental scientific information and studies, the response included additional mitigation and economic considerations to reinforce ExO's commitment to being good corporate citizens and stewards of the environment. In June 2015, ExO withdrew its Environmental Impact Assessment (EIA) application to allow additional time for review and regional briefings. The EIA was re-submitted in June 2015 and additional information was filed in August 2015. A public hearing on this application was conducted by SEMARNAT on October 8, 2015, additional questions were received from SEMARNAT in November 2015, and ExO's responses to the questions were filed and stamped confirming receipt by SEMARNAT on December 3, 2015. In order to move to the next phase of development of the deposit, Odyssey and its subsidiaries need the approval of this environmental permit application. A decision on this application is expected in the course of 2016.

Enterprise initially held 77.6 million of Oceanica's 100.0 million outstanding shares. Subsequently, Enterprises sold and transferred to Mako Resources, LLC ("Mako") 15.0 million shares for a purchase price of $1.00 per share, or $15.0 million, and granted Mako options to purchase an additional 15.0 million shares at the purchase price of $2.50 per share before December 31, 2013.

In June 2013, Mako agreed to exercise of a portion of these options to purchase 8 million shares at a reduced exercise price of $1.25 per share. As part of Odyssey's strategy to maintain a control position in Oceanica, in parallel with the early exercise, Enterprise purchased one million shares of Oceanica from another Oceanica shareholder at $1.25 per share. This transaction also granted Odyssey voting rights on an additional three million shares of Oceanica held by such other Oceanica shareholder so long as there is no change in control of Odyssey.

An option to purchase an additional one million shares was exercised by Mako on December 30, 2013 for a total amount of $2.5 million. The options on the remaining 6.0 million shares were extended in 2014 and 2015. On March 11, 2015, these options were terminated in exchange for the issuance of 4.0 million shares of our common stock to Mako. This termination was a requirement of the March 11, 2015 financing deal. In August 2014, we entered into a loan agreement with Monaco Financial, LLC, a marketing partner. Under terms of that agreement, Monaco may convert all or part of the loan balance into Oceanica shares held by us or purchase some Oceanica shares from us at a pre-defined price (See NOTE K). This loan was amended on December 10, 2015, extending the maturity date of the loan to December 31, 2017 and allowing Monaco to retain the call option on the $10 million worth of Oceanica shares held by Odyssey until December 31, 2017. In March 2015, Odyssey entered into a loan arrangement with Minera del Norte, S.A. de C.V. ("MINOSA") whereby Odyssey pledged all of its shares in Oceanica as collateral for a $14.75 million loan from MINOSA. The MINOSA loan has been amended several times and recently had a maturity date of March 30, 2016. The maturity date is now March 18, 2017, see NOTE U for further information.

Shipwreck Exploration Projects

SS *Central America* Project

In March 2014, we were awarded an exclusive contract to conduct an archaeological excavation and recover the remaining valuable cargo from the SS *Central America* ("SSCA") shipwreck located approximately 160 miles off the coast of South Carolina.

Odyssey was selected for the project by Ira Owen Kane, the court-appointed receiver for Recovery Limited Partnership (RLP) and Columbus Exploration, LLC. The service contract was approved by the Common Pleas Court of Franklin County, Ohio, which has jurisdiction over the receivership for RLP and Columbus Exploration, LLC. The shipwreck itself is under the admiralty jurisdiction of the United States District Court for the Eastern District of Virginia, Norfolk Division, which ruled in July 2014 that RLP had the exclusive shipwreck salvage rights. Monetization of the cargo recovered in 2014 has not yet occurred because the District Court has not yet released the cargo recovered from the SS *Central America* . Under the agreement with RLP, Odyssey will receive 80% of the proceeds of monetization of cargo until a fixed mobilization fee and a negotiated day rate are paid (the "Priority Recoupment"). Thereafter, Odyssey will receive 45% of the proceeds of monetization.

Odyssey conducted survey and archaeological recovery work on the shipwreck site from mid-April through mid-September 2014. Over 15,500 silver and gold coins as well as 45 gold ingots, dust, nuggets, jewelry and other artifacts were recovered from the shipwreck. Odyssey has exclusive rights to perform future recovery work on this shipwreck site under contract with RLP through the first quarter of 2019. RLP and Odyssey will continue to analyze the data obtained in 2014 to determine whether to conduct work on the site in future seasons.

No revenues from this project have been recognized to date because the recovered items have not been monetized yet and thus the realized value cannot be fully measured at this time. However, we recognized the Priority Recoupment as a benefit (credit to expense) in the second and third quarters of 2014 because the potential monetization value of the already-recovered cargo is well in excess of the project costs. The Priority Recoupment in the second and third quarter of 2014 was $3.5 million and $2.8 million, respectively. Tens of millions of dollars' worth of valuable cargo was recovered from the shipwreck in 2014, but the exact value will only be determined by a monetization event. Odyssey has a right to a share of the proceeds from this monetization but is not the owner of the recovered cargo and, that being the case, none of the recovered cargo is carried as inventory on the balance sheet of Odyssey.

On December 10, 2015, Odyssey sold all of its financial interests in the SSCA project to Monaco Financial, LLC and its affiliates (See NOTE S). As a result, at December 31, 2015, Odyssey no longer carries a receivable on its books for the SSCA project and will not receive any further proceeds from the eventual monetization of the cargo that was recovered in 2014. All other contractual terms and conditions of the March 2014 agreement between Odyssey and RLP remain in place.

HMS *Victory* Project

In 2008, Odyssey discovered the shipwreck of HMS *Victory* (lost 1744) and, with the permission of the UK Ministry of Defence (MOD), recovered two cannons to aid in positive identification of the shipwreck. In 2010, the MOD and the UK Department for Culture Media and Sport (DCMS) held a joint public consultation on options for the management of the site. In January 2012, a deed of gift transferred the *Victory* (1744) and associated materials belonging to the Crown to the Maritime Heritage Foundation (MHF), a UK charity whose mission is to promote knowledge and understanding of Britain's maritime heritage. Odyssey is recognized as the salvor-in-possession of the wreck by the MHF and under maritime law. The MHF has now assumed responsibility for the future management of the wreck site and has contracted with Odyssey to provide a full range of archaeological, recovery, conservation and other services.

The MHF is awaiting the go-ahead from the UK government to begin archaeological recovery of at-risk artifacts from the HMS *Victory* shipwreck site. On December 10, 2015, Odyssey gave Monaco Financial, LLC and its affiliates ("Monaco") the right to purchase the ability to participate in up to 50% of the economic benefits, if any, of the HMS *Victory* project (See NOTE S).

" *Gairsoppa* " Project

On January 25, 2010, Odyssey was awarded the exclusive salvage contract for the cargo of the SS *Gairsoppa* by the United Kingdom Government (UKG) Department for Transport. Odyssey recovered cargo from this shipwreck in 2012 and 2013 and monetized most of the cargo in those years and through the start of 2014. A total of nearly 110 tons of silver, representing more than 99% of the insured silver on board, was recovered from the *Gairsoppa* shipwreck, which is over 15,000 feet deep. Odyssey paid $10.0 million to the UK government as its share of the proceeds from the monetization of the recovered cargo from the *Gairsoppa* .

Other Projects

In the fourth quarter of 2015, Odyssey was contracted by a third party to recover cargo from a shipwreck located in the Mediterranean sea. Odyssey recognized $3.0 million of revenue in 2015 for these services. The recovered cargo is the property of the contracting party.

Odyssey offers its marine exploration services to third party companies. This may be for mineral exploration, environmental studies, shipwreck search and recovery, subsea surveys, and other off-shore work requiring specialized vessels, equipment and personnel.

Legal and Political Issues

Odyssey works with a number of leading international maritime lawyers and policy experts to constantly monitor international legal initiatives that might affect our projects.

To the extent that we engage in mineral exploration or shipwreck search and recovery activities in the territorial, contiguous or exclusive economic zones of countries, Odyssey works to comply with verifiable applicable regulations and treaties.

We believe there will be increased interest in the protection of underwater cultural heritage throughout the oceans of the world. We are uniquely qualified to provide governments and international agencies with knowledge and skills to help manage these resources. As related to mineral exploration, we will determine the political climate and specific legal requirements of any areas in which we are working. We may partner with third parties who have unique industry experience in specific geographical areas to assist with navigation of the regulatory landscape.

Competition

Odyssey mineral exploration is conducted on both shallow and deep sea terrains. There are a number of companies that publicly identify themselves as engaged in aspects of deep-ocean mineral exploration or mining including Nautilus Minerals (NUS.TO), Neptune Minerals, and Chatham Rock Phosphate (CRP.NZ) as well as countries that are exploring options to utilize deep-ocean mineralized materials. As our mineral exploration business plan includes partnering with others in the industry, we view these entities as potential partners rather than pure competitors. As mineral rights are generally granted on an exclusive basis for a specific area or tenement, once licenses are granted we do not anticipate any competitive intrusion on those areas. It is possible that one of these companies or some currently unknown group may secure licenses on an area desired by Odyssey or one of our partners; but since exploration work does not start until licenses are secured, we do not believe that competition from one or more of these entities, known or unknown, would materially affect our operating plan or alter our current business strategy. For offshore mineral exploration, there are providers of vessels and equipment that could be competitors or partners for certain projects. These include companies such as Fugro NV and Royal Boskalis Westminster NV.

Odyssey shipwreck recovery projects are focused on deep-sea sites where competition is limited due to the expertise and specialized equipment needed to operate at such depths. There are a number of companies that publicly identify themselves as engaged in aspects of the shipwreck business, but they do not compete directly with us as an established deep-ocean archaeological shipwreck exploration company. These entities include, but are not limited to Blue Water Ventures, Mel Fisher's Treasures, Deep Blue Marine, Marine Exploration, Inc., Oceanic Research and Recovery, Seafarer Exploration, Sub Sea Research, Earth Dragon Resources, Endurance Exploration Group and UnderSea Recovery Corporation. Some companies such as Phoenix International Holdings Inc. and Oceaneering International Inc. may provide deep-sea services to groups seeking to pursue deep sea projects. It is possible that one of these companies or some currently unknown group may locate and recover a shipwreck on our project roster; however, we do not believe that competition from one or more of these entities, known or unknown, would materially affect our operating plan or alter our current business strategy.

Cost of Environmental Compliance

With the exception of vessel operations and conservation activities, our general business operations do not expose us to environmental risks or hazards. We carry insurance that provides a layer of protection in the event of an environmental exposure resulting from the operation of our vessels. The cost of such coverage is minimal on an annual basis. Our seabed mineral business is currently in the exploration and validation phase and has thus not exposed us to environmental risks or hazards.

Executive Officers of the Registrant

The names, ages and positions of all the executive officers of the Company as of March 1, 2016 are listed below.

Mark D. Gordon (age 55) has served as Chief Executive Officer since October 1, 2014, as President since October 2007 and was appointed to the Board of Directors in January 2008. Previously, Mr. Gordon served as Chief Operating Officer since October 2007 and as Executive Vice President of Sales and Business Development since January 2007 after joining Odyssey as Director of Business Development in June 2005. Prior to joining Odyssey, Mr. Gordon owned and managed four different ventures (1987-2003).

Philip S. Devine (age 49) joined the Company in September 2013 from which time he has served as the Chief Financial Officer. Prior to joining Odyssey, Mr. Devine served as CFO of several publicly listed companies in Europe, as a management consultant at McKinsey & Company and as an auditor at Deloitte & Touche.

Jay A. Nudi, CPA (age 52) has served as Principal Accounting Officer since January 2006 and joined Odyssey as Controller in May 2005. Mr. Nudi assumed the additional responsibilities of Treasurer in May 2010. Prior to joining Odyssey, Mr. Nudi served as Controller for The Axis Group in Atlanta (2003-2004).

Laura L. Barton (age 53) was appointed as Executive Vice President and Director of Communications in June 2012 and formerly served at Vice President and Director of Corporate Communications from November 2007 to June 2012. She was appointed Corporate Secretary in June 2015. Ms. Barton previously served as Director of Corporate Communications and Marketing for Odyssey since July 2003. Ms. Barton was previously President of LLB Communications, a marketing and communications consulting company whose customers included a variety of television networks, stations and distributors and the Company (1994-2003).

John D. Longley, Jr. (age 49) has served as Chief Operating Officer since October 1, 2014. Previously Mr. Longley served as Executive Vice President of Sales and Business Development since February 2012. Mr. Longley was originally the Director of Sales and Business Operations when he joined the Company in May 2006.

Employees

As of December 31, 2015, we had 22 full-time employees, most working from our corporate offices in Tampa, Florida. Additionally, we contract with companies to operate our vessels and with specialized technicians who perform marine survey and recovery operations on our vessels and from time to time we hire subcontractors and consultants to perform specific services.

Internet Access

Odyssey's Forms 10-K, 10-Q, 8-K and all amendments to those reports are available without charge through Odyssey's web site on the Internet as soon as reasonably practicable after they are electronically filed with, or furnished to, the Securities and Exchange Commission. They may be accessed as follows: *www.odysseymarine.com* (Investors/Financial Information Link).

ITEM 1A. RISK FACTORS

You should carefully consider the following factors, in addition to the other information in this Annual Report on Form 10-K, in evaluating our company and our business. Our business, operations and financial condition are subject to various risks. The material risks are described below, and should be carefully considered in evaluating Odyssey or any investment decision relating to our securities. This section is intended only as a summary of the principal risks. If any of the following risks actually occur, our business, financial condition, or operating results could suffer. If this occurs, the trading price of our common stock could decline, and you could lose all or part of the money you paid to buy our common stock.

Our business involves a high degree of risk.

An investment in Odyssey is extremely speculative and of exceptionally high risk. The quality and reliability of research and data obtained could be uncertain. Even if we are able to plan and obtain permits for our various projects, there is a possibility that the shipwrecks may have already been salvaged or may not be found, or may not have had anything valuable on board at the time of the sinking. Even if objects of value are located and recovered, there is the possibility that the excavation cost will exceed the value of the objects recovered or that others, including both private parties and governmental entities, will assert conflicting claims and challenge our rights to the recovered objects. Finally, even if we are successful in locating and retrieving objects from a shipwreck and establishing title to them, there are no assurances as to the value that such objects will bring at their sale, as the market for such objects is uncertain. Depending on the type of cargo recovered, maximizing the value of the cargo may necessitate an extended sales cycle to convert the cargo into cash. With respect to mineral exploration projects, there are uncertainties with respect to the quality and quantity of the material and their economic feasibility, the price we can obtain for the sale of the deposit or the ore extracted from the deposit, the granting of the necessary permits to operate, environmental safety, technology for extraction and processing, distribution of the eventual ore product, and funding of necessary equipment and facilities. In projects where Odyssey takes a minority shareholding in the company holding the mining rights, there may be uncertainty as to this company's ability to move the project forward. Starting on December 10, 2015, future work by us on shipwreck projects will be done as a contractor to another party. This will limit the upside for us on such projects. The contracting party may encounter many of the same risks listed above with respect to obtaining permits, retaining ownership of any recovered cargo, and monetizing the cargo. As a contractor, we are also dependent on the contracting party's ability to commence the project in a timely manner and to pay our invoices.

The research and data we use may not be reliable.

The success of a shipwreck project is dependent to a substantial degree upon the research and data we or the contracting party has obtained. By its very nature, research and data regarding shipwrecks can be imprecise, incomplete, outdated, and unreliable. It is often composed of or affected by numerous assumptions, rumors, legends, historical and scientific inaccuracies and misinterpretations which have become a part of such research and data over time. For mineral exploration, data is collected based on a sampling technique and available data may not be representative of the entire ore body or tenement area. Prior to conducting off-shore exploration, we typically conduct on-shore research. There is no guarantee that the models and research conducted on-shore will be representative of actual results on the seafloor. Off-shore exploration typically requires significant expenditures, with no guarantee that the results will be useful or financially rewarding.

Operations may be affected by natural hazards.

Underwater exploration and recovery operations are inherently difficult and dangerous and may be delayed or suspended by weather, sea conditions or other natural hazards. Further, such operations may be undertaken more safely during certain months of the year than others. We cannot guarantee that we, or the entities we are affiliated with, will be able to conduct search and recovery operations during favorable periods. In addition, even though sea conditions in a particular search location may be somewhat predictable, the possibility exists that unexpected conditions may occur that adversely affect our operations. It is also possible that natural hazards may prevent or significantly delay search and recovery operations. Seabed mineral extraction work may be subject to interruptions resulting from storms that impact the extraction operations or the ports of delivery.

We may be unable to establish our rights to resources or items we discover or recover.

Persons and entities other than Odyssey and entities we are affiliated with (both private and governmental) may claim title to the shipwrecks and/or valuable cargo that we may recover. Even if we are successful in locating and recovering shipwrecks and/or valuable cargo, we or our client may not be able to establish our rights to property recovered if challenged by governmental entities, prior owners, or other attempted salvors claiming an interest therein. In such an event we may not receive our share of anticipated proceeds although we would still be paid for our work when conducting operations for a client. We may discover potentially valuable seabed mineral deposits, but we may be unable to get title to the deposits or get the necessary governmental permits to commercially extract the minerals. Shipwrecks or mineral deposits may be in controlled waters where the policies and laws of a certain government may change abruptly, thereby impacting our ability to operate in those zones.

The market for any objects or minerals we recover is uncertain.

Even if valuable items can be located and recovered in the future, it is difficult to predict the price that might be realized for such items. The value of certain recovered items will fluctuate with the precious metals market, which has been highly volatile in past years. In addition, the entrance on the market of a large supply of similar items from shipwrecks and/or valuable cargo located and recovered by others could depress the market. During the time between the date a mineral deposit is discovered and the date the first extracted minerals are sold, world and local prices for the mineral may fluctuate drastically and thereby change the economics of the mineral project.

We could experience delays in the disposition or sale of recovered objects or minerals.

The methods and channels that may be used in the disposition or sale of recovered items are uncertain at present and may include several alternatives. Ready access to buyers for valuable items recovered cannot be guaranteed. Delays in the disposition of such items could adversely affect our profit participation in the projects or cash flow. It may take significant time between the date a mineral deposit is discovered and the date the first extracted minerals are sold. Stakes in the mineral deposits can potentially be sold at an earlier date, but there is no guarantee that there will be readily available buyers at favorable competitive prices.

Legal, political or civil issues could interfere with our marine operations.

Legal, political or civil issues of countries and/or major maritime governments could restrict access to our operational marine sites or interfere with our marine operations or rights to seabed mineral deposits. In many countries, the legislation covering ocean exploration lacks clarity. As a result, when we are conducting projects in certain areas of the world on its own behalf or on the behalf of a contracting party, we may be subjected to unexpected delays, requests, and outcomes as it works with local governments to define and obtain the necessary permits and to assert its claims over assets on the seafloor bottom. Our vessel, equipment, personnel and or cargo could be seized or detained by government authorities. We may have to work with different units of a government and there may be a change of government representatives over time. This may result in unexpected changes or interpretations in government contracts and legislation.

Objects we recover could be stolen from us.

If we locate a shipwreck and assert a valid claim to items of value on our behalf or other behalf of a contracting party, there is a risk of theft of such items at sea by "pirates" or poachers before or after the recovery or while in transit to a safe destination as well as when stored in a secured location. Such thefts may not be adequately covered by insurance.

We may be unable to get permission to conduct salvage operations, conduct exploration, or perform extraction operations.

It is possible we will not be successful in obtaining title or permission to excavate certain wrecks, conduct exploration work, or conduct extraction operations. In addition, permits that are sought for the projects may never be issued, and if issued, may be revoked or not honored by the entities that issued them. In addition, certain governments may develop new permit requirements that could delay new operations or interrupt existing operations.

Changes in our business strategy or restructuring of our businesses may increase our costs or otherwise affect the profitability of our businesses.

As changes in our business environment occur we may need to adjust our business strategies to meet these changes or we may otherwise find it necessary to restructure our operations or particular businesses or assets. When these changes or events occur, we may incur costs to change our business strategy and may need to write down the value of assets or sell certain assets. In any of these events our costs may increase, and we may have significant charges associated with the write-down of assets. Discontinuing the use of a multi-year charter of a ship may result in large one-time costs to cover any penalties or charges to put the ship back into its original condition. In December 2015, we sold our shipwreck related assets in an agreement which will limit our up-side on certain future shipwrecks and limit our ability to conduct new shipwreck projects. In March 2015, we entered into various agreements with a strategic investor. These March 2015 arrangements may have a material impact on our future operations and strategic alternative options.

We may be unsuccessful in raising the necessary capital to fund operations and capital expenditures.

Our ability to generate cash inflows is dependent upon our ability to recover and monetize high-value shipwrecks, large quantities of minerals or mineral rights. However, we cannot guarantee that the sales of our products and other available cash sources will generate sufficient cash inflows to meet our overall cash requirements. If cash inflows are not sufficient to meet our business requirements, we will be required to raise additional capital through other financing activities. While we have been successful in raising the necessary funds in the past, there can be no assurance we can continue to do so in the future.

We depend on key employees and face competition in hiring and retaining qualified employees.

Our employees are vital to our success, and our key management and other employees are difficult to replace. We currently do not have employment contracts with the majority of our key employees. We may not be able to retain highly qualified employees in the future which could adversely affect our business.

We may continue to experience significant losses from operations.

We have experienced a net loss in every fiscal year since our inception except for 2004. Our net losses were $19.0 million in 2015, $26.5 million in 2014 and $10.7 million in 2013. Even if we do generate operating income in one or more quarters in the future, subsequent developments in our industry, customer base, business or cost structure or an event such as significant litigation or a significant transaction may cause us to again experience operating losses. We may not become profitable for the long-term, or even for any quarter.

Technological obsolescence of our marine assets or failure of critical equipment could put a strain on our capital requirements or operational capabilities.

We employ state-of-the-art technology including side-scan sonar, magnetometer, ROVs, and other advanced science and technology to locate and recover shipwrecks at depths previously unreachable and perform seabed mineral exploration in an economically feasible manner. Although we try to maintain back-ups on critical equipment and components, equipment failures may require us to delay or suspend operations. Also, while we endeavor to keep marine equipment in excellent working condition and current with all available upgrades, technological advances in new equipment may provide superior efficiencies compared to the capabilities of our existing equipment and this could require us to purchase new equipment which could require additional capital.

We may not be able to contract with clients or customers for marine services or syndicated projects.

In the past, from time to time, we have earned revenue by chartering out vessels, equipment and crew and providing marine services to clients or customers. Marine services provided the majority of our revenue in 2015, but did not provide any revenue in 2014. While the results of these syndicated projects were generally successful, the clients or customers may not be willing or financially able to continue with syndicated projects of this type in the future. Failure to secure such revenue producing contracts in the future may have a material impact on our revenue and operating cash flows. We may take payment for these services in the form of cash, shares in the client's company, or financial interest in the tenement areas. There is no guarantee that the non-cash payment for our services will ever be able to be monetized or be used by Odyssey.

The issuance of shares at conversion prices lower than the market price at the time of conversion and the sale of such shares could adversely affect the price of our common stock.

Some of our outstanding shares may have been acquired from time to time upon conversion of outstanding senior convertible notes at conversion prices that are lower than the market price of our common stock at the time of conversion. In the past, Odyssey has issued debt obligations that could be converted into common shares at prices below the market price. Although no such debt instruments are currently outstanding, Odyssey may issue similar debt obligations in the future. Conversion of the notes at conversion prices that are lower than the market price at the time of conversion and the sale of the shares issued upon conversion could have an adverse effect upon the market price of our common stock.

Investments in subsea mineral exploration companies may prove unsuccessful.

We have invested in marine mineral companies that to date are still in the exploration phase, and have not begun to earn revenue from operations. Depending on the entity, we may or may not have control or input on the future development of these businesses. There can be no assurance that these companies will achieve profitability or otherwise be successful in capitalizing on the mineralized materials they intend to exploit.

We may be subject to short selling strategies.

Short sellers of our stock may be manipulative and may drive down the market price of our common stock. Short selling is the practice of selling securities that the seller does not own but rather has, supposedly, borrowed from a third party with the intention of buying identical securities back at a later date to return to the lender. The short seller hopes to profit from a decline in the value of the securities between the sale of the borrowed securities and the purchase of the replacement shares, as the short seller expects to pay less in that purchase than it received in the sale. As it is therefore in the short seller's best interests for the price of the stock to decline, many short sellers (sometime known as "disclosed shorts") publish, or arrange for the publication of, negative opinions regarding the relevant issuer and its business prospects in order to create negative market momentum and generate profits for themselves after selling a stock short. Although traditionally these disclosed shorts were limited in their ability to access mainstream business media or to otherwise create negative market rumors, the rise of the Internet and technological advancements regarding document creation, videotaping and publication by weblog ("blogging") have allowed many disclosed shorts to publicly attack a company's credibility, strategy and veracity by means of so-called "research reports" that mimic the type of investment analysis performed by large Wall Street firms and independent research analysts. These short attacks have, in the past, led to selling of shares in the market, on occasion in large scale and broad base. Issuers, who have limited trading volumes and are susceptible to higher volatility levels than large-cap stocks, can be particularly vulnerable to such short seller attacks. These short seller publications are not regulated by any governmental, self-regulatory organization or other official authority in the U.S., are not subject to certification requirements imposed by the Securities and Exchange Commission and, accordingly, the opinions they express may be based on distortions or omissions of actual facts or, in some cases, fabrications of facts. In light of the limited risks involved in publishing such information, and the enormous profit that can be made from running just one successful short attack, unless the short sellers become subject to significant penalties, it is more likely than not that disclosed short sellers will continue to issue such reports.

Some of our equipment or assets could be seized or we may be forced to sell certain assets

We have pledged certain assets, such as equipment and shares of subsidiaries as collateral under our loan agreements. Some suppliers have the ability to seize some of our assets if we do not make timely payments for the services, supplies, or equipment that they have provided to us. If we were unable to make payments on these obligations, the lender or supplier may seize the asset or force the sale of the asset. The loss of such assets could interrupt our operations. The sale of the asset may be done in a manner and under circumstances that do not provide the highest cash value for the sale of the asset.

We could be delisted from the NASDAQ Capital Market.

Our common stock is listed on the NASDAQ Capital Market, which imposes, among other requirements, a minimum bid requirement. The closing bid price for our common stock must remain at or above $1.00 per share to comply with NASDAQ's minimum bid requirement for continued listing. If the closing bid price for our common stock is less than $1.00 per share for 30 consecutive business days, NASDAQ may send us a notice stating we will be provided a period of 180 days to regain compliance with the minimum bid requirement or else NASDAQ may make a determination to delist our common stock. Our stock traded for less than $1.00 for 30 consecutive business days and we received notice of this from the NASDAQ Capital Market on March 9, 2015. We were unable to cure this situation in the course of 2015 and the Nasdaq Hearings Panel gave us until March 7, 2016 to cure the situation. On February 19, 2016, Odyssey implemented a 1-for-12 reverse stock split to raise the market price per share. As of March 7, 2016 we regained compliance with NASDAQ's minimum bid requirement.

Another requirement for continued listing on the NASDAQ Capital Market is to maintain our market capitalization above $35 million. On December 29, 2015, we were notified that we had failed to satisfy the minimum $35 million market value of listed securities for the previous 30 consecutive trading days. NASDAQ granted the Company a 180-day period within which to regain compliance with the market capitalization requirement, through June 27, 2016. In order to achieve compliance, the Company must evidence a market value of listed securities of at least $35 million for a minimum of ten consecutive business days. As of March 18, 2016, we regained compliance with NASDAQ's minimum market capitalization requirement.

Failure by the company to maintain compliance with or regain compliance with the above-mentioned and other NASDAQ continued listing requirements may lead to the de-listing of the company from the NASDAQ Capital Market. Delisting from the NASDAQ Capital Market could make trading our common stock more difficult for investors, potentially leading to declines in our share price and liquidity. If our common stock is delisted by NASDAQ, our common stock may be eligible to trade on an over-the-counter quotation system, where an investor may find it more difficult to sell our stock or obtain accurate quotations as to the market value of our common stock. We cannot assure you that our common stock, if delisted from the NASDAQ Capital Market, will be listed on another national securities exchange or quoted on an over-the counter quotation system.

Our insurance coverage may be inadequate to cover all of our business risks .

Although we seek to obtain insurance for some of our main operational risks, there is no guarantee that the insurance policies that we have are sufficient, that they will be in place when needed, that we will be able to obtain insurance coverage when desired, that insurance will be available on commercially attractive terms, or that we will be able to anticipate the risks that need to be insured. For example, although we may be able to obtain War Risk coverage for a project at a specific date and location, such insurance may be unavailable at other times and locations. Although we may be able to insure the vessel and equipment for certain risks such as certain possible loss or damage scenarios, we may lack insurance to cover against government seizure or detention of our vessel and equipment. Permanent loss or temporary loss of our vessel and equipment and the associated business interruption without commensurate compensation from an insurance policy could severely impact the financial results and operational capabilities of the company.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We maintain our offices in Tampa, Florida where we lease 11,772 square feet of office space. This corporate office space is located in a building that we previously owned. On December 10, 2015, we sold the building to Monaco Financial, LLC (See NOTE S). We currently do not own any buildings or land. We believe our current leased facility is sufficient for our foreseeable needs.

ITEM 3. LEGAL PROCEEDINGS

See the information set forth under the heading " *Admiralty Legal Proceedings* " in Part I, Item 1 of this report for disclosure regarding certain admiralty legal proceedings in which Odyssey has been involved. Such information is hereby incorporated by reference into this Part I, Item 3.

The Company is not currently a party to any material litigation.

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

Price Range of Common Stock

Our common stock is listed on the NASDAQ Capital Market under the symbol OMEX. The following table sets forth the high and low sale prices for our common stock during each quarter presented.

	Price (1)	
	High	Low
Quarter Ended		
March 31, 2014	$32.88	$20.64
June 30, 2014	$28.32	$14.16
September 30, 2014	$22.20	$10.20
December 31, 2014	$16.68	$10.20
Quarter Ended		
March 31, 2015	$12.84	$ 6.12
June 30, 2015	$ 9.24	$ 4.80
September 30, 2015	$ 5.88	$ 3.12
December 31, 2015	$ 7.80	$ 2.76

(1) These prices have been adjusted to reflect a 1-for-12 reverse stock split that became effective on February 29, 2016.

Approximate Number of Holders of Common Stock

The approximate number of record holders of our common stock at February 23, 2016 was 265. This does not include stockholders that hold their stock in accounts included in street name with broker/dealers which approximates 12,700 stockholders.

Dividends

Holders of our common stock are entitled to receive such dividends as may be declared by our Board of Directors. No dividends have been declared with respect to our common stock and none are anticipated in the foreseeable future.

Unregistered Sales of Equity Securities

There were no unregistered sales of equity securities of the Company's common stock during the year ended December 31, 2015.

Issuer Purchases of Equity Securities

There were no repurchases of shares of the Company's common stock during the year ended December 31, 2015.

ITEM 6. SELECTED FINANCIAL DATA

The following table sets forth selected financial data, which should be read in conjunction with the Company's Consolidated Financial Statements and the related notes to those statements included in "Item 8. Financial Statements and Supplementary Data" and with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this Form 10-K. The selected financial data have been derived from the Company's audited financial statements.

	Years Ended December 31,				
Dollars in thousands except per share amounts	2015	2014	2013	2012	2011
Results of Operations					
Revenue	$ 5,330	$ 1,323	$ 23,914	$ 13,198	$ 15,727
Net income (loss)	(18,207)	(26,473)	(10,741)	(18,184)	(16,225)
Earnings (loss) per share – basic	(2.46)	(3.74)	(1.61)	(3.00)	(3.36)
Earnings (loss) per share – diluted	(2.46)	(3.74)	(1.61)	(3.00)	(3.36)
Cash dividends per share	—	—	—	—	—
Financial Position					
Assets	$ 6,913	$ 25,090	$ 51,461	$ 26,897	$ 23,414
Long-term obligations	3,141	11,808	5,662	4,011	5,690
Shareholder's equity (deficit)	(25,549)	(10,404)	13,207	(20,759)	(9,775)

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

The following discussion and analysis is intended to provide a narrative of our financial results and an evaluation of our financial condition and results of operations. The discussion should be read in conjunction with our consolidated financial statements and notes thereto. A description of our business is discussed in Item 1 of this report which contains an overview of our business as well as the status of our ongoing project operations.

See NOTE O regarding our 1-for-12 reverse stock split. Share related amounts have been retroactively adjusted in this report to reflect this reverse stock-split.

Results of Operations

The dollar values discussed in the following tables, except as otherwise indicated, are approximations to the nearest $100,000 and therefore do not necessarily sum in columns or rows. For more detail refer to the Financial Statements and Supplementary Data in Item 8. The tables identify years 2015, 2014 and 2013, all of which included a twelve-month period ended December 31.

2015 Compared to 2014

Increase/(Decrease) (Dollars in millions)	2015	2014	2015 vs. 2014 $	2015 vs. 2014 %
Total revenue	$ 5.3	$ 1.3	$ 4.7	303%
Cost of sales	$ 1.4	$ 0.2	$ 1.2	486
Marketing, general and administrative	11.5	9.8	1.7	17
Operations and research	11.4	19.5	(8.0)	(41)
Common stock issued for subsidiary stock option settlement	2.5	0.0	2.5	100
Total operating expenses	$ 26.8	$ 29.5	$(2.6)	(9%)
Other income (expense)	$ 0.3	$ (1.0)	$ 1.2	(129%)
Income tax benefit (provision)	$ 0.0	$ 0.5	$(0.5)	(100%)
Non-controlling interest	$ 3.0	$ 2.2	$ 0.9	39%
Net income (loss)	$(18.2)	$(26.5)	$ 8.3	(31%)

Revenue

Revenue is generated through the sale of recovered cargo such as coins, bullion, and merchandise and from chartering or leasing our marine exploration equipment, vessel and services. Total revenue increased by $4.0 million from $1.3 million in 2014 to $5.3 million in 2015. $3.3 million of the revenue in 2015 resulted from providing marine exploration services to third parties, primarily for a shipwreck recovery project in the fourth quarter, and $1.9 million of the 2015 revenue resulted from the sale of inventory items such as coins. The 2014 revenue was primarily the product of coin sales and a sale of gold obtained from refining the silver bullion recovered from the *Gairsoppa* shipwreck.

Although significant quantities of gold and silver cargo items were recovered from the SS *Central America* shipwreck in 2014, the recovered cargo remains the property of RLP, and no revenues were recognized in 2014 or 2015 from this project because any amounts can only be measured upon monetization of the recovered cargo. Our financial interests in

the eventual net proceeds from the monetization of the recovered cargo from the SS *Central America* shipwreck were sold to Monaco Financial, LLC in December 2015 (See NOTE S), thus no revenue is expected to be recognized from the recovered cargo in the future. Several other assets and inventory items were sold to Monaco as part of the transaction with Monaco. The sales of these other assets were not recorded as revenues.

Cost and Expenses

Cost of sales consists of shipwreck recovery costs, grading, conservation, packaging, and shipping costs associated with recovered cargo and merchandise sales. Cost of sales is recorded for the sale of each *Republic* coin or the sale of merchandise and other items owned by us. We acquired non-refined *Gairsoppa* silver bars from the UK government. Cost of sales increased from $0.2 million in 2014 to $1.4 million in 2015. The increase in 2015 is due to a write-down on our inventory of SS *Gairsoppa* silver bars in line with a decline in world silver prices and to increased unit sales of SS *Republic* coins from our inventory.

Marketing, general and administrative expenses primarily include all costs within the following departments: Executive, Finance & Accounting, Legal, Information Technology, Human Resources, Marketing & Communications, Sales and Business Development. Marketing, general and administrative expenses increased from $9.8 million in 2014 to $11.5 million in 2015. This variance of $1.7 million is primarily due to (i) a reversal of a bad debt provision of $0.5 million in 2014, (ii) higher legal and transaction costs in 2015 related to the Stock Purchase Agreement with MINOSA, (iii) the accelerated vesting of restricted stock units related to the retirement of the Company's General Counsel in June 2015, and (iv) the accrual of additional compensation expenses in 2015.

Operations and research expenses primarily include all costs within Archaeology, Conservation, Exhibits, Research, and Marine Operations, which include all vessel and charter operations. Operations and research expenses were $11.4 million in 2015 as compared to $19.5 million 2014. The decrease of $8.0 million in 2015 is primarily due to (a) lower costs in 2015 associated with the *Dorado Discovery* vessel that came off a long term lease in August 2014, (b) our *Odyssey Explorer* vessel was operating offshore for most of 2014 whereas in 2015 it only operated offshore for part of the year, and (c) the 2014 period included a credit to expenses of $6.3 million for the Priority Cost Recoupment on the SS *Central America* shipwreck project. Excluding this credit of $6.3 million of 2014, operations and research expenses actually decreased by $14.3 million.

Common stock issued for subsidiary stock option settlement was $2.5 million in 2015 compared to nil in 2014. This represents the cost of exchanging 4.0 million newly issued shares of our common stock for cancelling MAKO Resources' call option on 6 million shares of Oceanica held by us. This transaction ensured that we maintained majority control over Oceanica.

Other Income or Expense

Other income and expense generally consists of interest income on investments, if any, offset by interest expense on our financial debt obligations. It can also include the change in fair value of the derivatives related to our issuance of certain convertible warrants and notes. Total other income or expense changed from net other expense of $1.0 million in 2014 to net other income of $0.3 million in 2015 primarily as a result of a gain on the extinguishment of debt in 2015. On December 10, 2015, we extinguished a significant amount of debt in connection with a transaction with Monaco Financial, LLC (See NOTE S). This debt extinguishment resulted in a one-time gain of $5.6 million. This 2015 gain was largely off-set by (a) interest expenses of $4.6 million, which increased in 2015 as a result of a larger interest-bearing debt balance throughout the year and to a higher average interest rate on the loans, and (b) to a $1.2 million expense resulting from the change in the fair value of the derivative liabilities ($0.5 million related to the change in the stock price/volatility and $0.7 million related to other changes such as the interest rate). The major new debt obligations impacting the interest expense in 2015 are the $10 million loan advanced from Monaco in the second half of 2014, and the $14.75 million loan from MINOSA in the first half of 2015. These loans carry an interest rate ranging between 8-11%. We retired all the Bank loans ($11.7 million) as part of the Monaco transaction on December 10, 2015. In 2014, there was an expense of $0.5 million related to an increased investment in Neptune. No further investment in Neptune has been made since then.

Income Taxes and Non-Controlling Interest

We did not incur any taxes in 2015 or 2014. Although the Company has significant tax loss carryforwards, we incurred alternative minimum taxes related to the sale of subsidiary stock in 2013. As a result of an IRS private letter ruling to the Company, in 2014 we reversed a $0.5 million provision for income taxes made in 2013.

Starting in 2013, we became the controlling shareholder of Oceanica. Our financial statements thus include the financial results of Oceanica. Except for intercompany transactions that are eliminated upon consolidation, Oceanica's revenues and expenses, in their entirety, are shown in our consolidated financial statements. The share of Oceanica's net losses corresponding to the equity of Oceanica not owned by us is subsequently shown as the "Non-Controlling Interest" in the consolidated statements of operations. The non-controlling interest adjustment in 2015 was $3.0 million compared to $2.2 million in the same period in 2014. In both years, our subsea mineral exploration subsidiary was engaged in environmental studies and preparation of the Don Diego EIA. In 2015, there were extra fees paid for a third-party vessel as compared to 2014.

Liquidity and Capital Resources

(Dollars in thousands)	2015	2014
Summary of Cash Flows:		
Net cash (used) by operating activities	$(17,164)	$(28,555)
Net cash provided (used) by investing activities	800	(2,968)
Net cash provided by financing activities	15,462	13,344
Net (decrease) in cash and cash equivalents	$ (902)	$(18,179)
Beginning cash and cash equivalents	3,144	21,322
Ending cash and cash equivalents	$ 2,241	$ 3,144

Discussion of Cash Flows

Net cash used by operating activities in 2015 was $17.2 million, or an improvement of $11.4 million compared to 2014, primarily as a result of an improvement in the net result before adjustment for the non-controlling interest. The 2015 operating cash flows primarily reflected a net loss before non-controlling interest of $21.3 million offset by non-cash items of $4.7 million including common stock issued for subsidiary stock option settlement ($2.5 million, see NOTE J), depreciation and amortization ($1.4 million), share-based compensation ($2.7 million), notes payable interest accretion ($2.3 million), and the change in the fair value of derivative liabilities ($1.2 million, see NOTE J), a gain on the transfer of assets and settlement of debt ($5.6 million, see NOTE S). Other working capital changes (including non-current assets) resulted in a decrease in working capital of $0.6 million. This primarily included a decrease in accounts payable in 2015 of $3.5 million and an increase in accrued expenses and other of $2.0 million which were in turn partially offset by a decrease in inventory of $1.2 million from increased coin sales, and increase in accounts receivable of $0.6 million, and a decrease in other assets of $0.3 million.

Net cash used by operating activities for 2014 was $28.6 million. The 2014 operating cash flows primarily reflected a net loss before non-controlling interest of $28.7 million offset in part by non-cash items of $7.4 million including depreciation and amortization of $5.5 million ($3.0 million of which was an asset impairment charge to depreciation resulting from the termination of the *Dorado Discovery* charter), share-based compensation ($2.2 million), notes payable interest accretion ($0.6 million), and increased by non-cash items such as fees/interest paid with stock ($0.1 million), and the change in the fair value of derivative liabilities ($1.0 million, see NOTE J). Other working capital changes (including non-current assets) resulted in a decrease in working capital of $5.7 million. This primarily included an increase in accounts receivable in 2014 of $6.3 million mainly due to the recoupment of SS *Central America* project costs. A $2.5 million decrease in accrued expenses in 2014 resulted primarily from the payment of $1.3 million to the UK on the *Gairsoppa* project and the payment of other 2013 accruals, including the 2013 employee bonus. Other changes in working capital in 2014 included a $2.0 million decrease in other assets including prepaid expenses and deposits on equipment, a $0.03 million increase in inventory and a $0.2 million increase in accounts payable.

Cash flows from investing activities in 2015 were $0.8 million as the result of the sale of our Nassau Street building in March 2015. No major equipment purchases were made in 2015.

Cash flows used in investing activities for 2014 were $3.0 million. The major equipment purchases in 2014 included $1.1 million for a deep tow system, $0.7 million for new mineral exploration equipment and $0.7 million for the *Odyssey Explorer* which included steelwork, an umbilical cable and a control system for the ROV.

Cash flows provided by financing activities in 2015 were $15.5 million. During this period, we borrowed $14.75 million from MINOSA (see NOTE K) and $2.0 million from Monaco (See NOTE S). On December 10, 2015, we settled all

of the Bank loans which resulted in the release of $0.5 million that had been required to be maintained in a restricted bank account to service these Bank loans. These cash inflows were partially offset by repayment of debt obligations which included $0.7 million in mortgage payable reductions after the sale of our Nassau Street building and an additional $1.1 million in payments on the term loan from Fifth Third Bank.

Cash flows provided by financing activities for 2014 were $13.3 million. In 2014, we received $10.0 million from a loan from our marketing partner, Monaco Financial, LLC., a related party (see Note K). In 2014, we also received $7.7 million of cash advances on a new $10.0 million credit facility with Fifth Third Bank related to recovered cargo from shipwrecks. These cash inflows were offset by repayment of debt obligations which included $3.1 million in short term convertible notes payable reductions and an additional $1.0 million in payments on the term loan from Fifth Third Bank. The 2013 $10.0 million *Gairsoppa* project loan was paid off in 2014 using $10.0 million in restricted cash held at Fifth Third Bank. The remaining cash flows used for financing activities were mortgage and financed asset payments.

General Discussion 2015

At December 31, 2015, we had cash and cash equivalents of $2.2 million, a decrease of $0.9 million from the December 31, 2014 balance of $3.1 million. This decrease was mainly the result of cash used in operations. Although there were significant cash inflows from financing activities ($15.5 million), operating activities consumed $16.4 million of cash.

In March 2015, we entered into a $14.75 million loan agreement with Minera del Norte S.A. de c.v. (“MINOSA”) and into a Stock Purchase Agreement (“SPA”) with its affiliate, Penelope Mining LLC (“Penelope”) (See NOTE K). This agreement was subsequently approved by our stockholders at the June 9, 2015 Annual Stockholders’ Meeting. The SPA is subject to many terms and conditions that have not been fulfilled yet, thus at the date of this report, Penelope has not yet made any of the equity investments under the SPA. The loan agreement was amended in 2015 and subsequently in 2016. The maturity date has been extended several times with a current maturity date of March 18, 2017, see NOTE U for further information. Two representatives of affiliates of MINOSA were elected to the Odyssey Board of Directors on June 9, 2015 and various Mexican representatives of affiliates of MINOSA have been assisting us and our subsidiaries with the development and environmental permitting process for the mineralized phosphate concession area held in Mexico by one of our subsidiaries.

In 2015, we continued to advance the development of our subsidiary in Mexico that holds exclusive rights to a mineralized phosphate deposit (known as the “Don Diego” deposit). Additional studies and reports were prepared for the Mexican government’s review of the company’s application for an environmental permit to begin extraction of the phosphate rock from the concession area. A public hearing was held, questions from the government’s SEMARNAT agency were answered, and numerous meetings were held with local and regional parties who have an interest in the project. During the course of 2015, we evaluated other mineral deposits and filed for concession rights to a new potential mineralized deposit unrelated to phosphate and unrelated the company’s existing Don Diego deposit.

Due to delays in obtaining government permits for specific projects in 2015, the *Odyssey Explorer* was kept at a reduced operational and cost level for much of 2015. The main operational activity of the vessel occurred in the fourth quarter of 2015 when it worked under contract on the recovery of shipwreck cargo for a third-party client in the eastern part of the Mediterranean Sea. On December 10, 2015, we sold our shipwreck database, our exhibit activity, our merchandise and recovered cargo inventory, our headquarters building, 50% of our ownership in and 50% its receivables from Neptune Minerals, Inc, and our financial interest in the recovered cargo from the SS *Central America* shipwreck in exchange for cash and a reduction of our financial debt obligations (see NOTE S). We retained all our marine exploration tools and equipment (vessel, equipment, trained personnel, etc.). With the exception of a few shipwreck projects that we retained (such as the HMS *Victory* project), our role in the shipwreck business going forward is to primarily be a contractor providing search and recovery services on a cost plus basis while earning a pre-defined share of net proceeds from the monetization of cargo by the client. This one client is Magellan Offshore Services (“Magellan”), an affiliate of Monaco. As part of this agreement, Magellan has agreed to exclusively hire us on a “cost plus” basis for any shipwreck search and recovery projects conducted in the next five years. In turn, we agreed not to pursue the shipwrecks included in the data base sold to Magellan. Magellan will also pay us 21.25% of the net proceeds from any monetization of recovered cargo. If Magellan elects to participate in funding the recovery costs of the few shipwreck projects we retained for ourselves, then it will have the right to receive up to 50% of our net proceeds from these projects, if any.

Financial debt of the company, excluding the derivative component of such debt, decreased by $3.0 million in 2015, from a balance of $21.2 million at December 31, 2014 to a balance of $18.2 million at December 31, 2015. From March 11, 2015, through June 30, 2015, we received loans from MINOSA for a total amount of $14.75 million. On December 10, 2015,

we settled all remaining Bank debt in the amount of $11.7 million and we reduced the amount of the loans due to Monaco (see NOTE S). Additional financial debt reductions resulted from $1.0 million in scheduled semi-annual payments on our Term Loan with Fifth Third Bank in January and July 2015, and $0.7 million of mortgage payments, the bulk of which paid off our Nassau street building mortgage upon the sale of that building in March 2015.

Financings

Stock Purchase Agreement

On March 11, 2015, we entered into a Stock Purchase Agreement (the "Purchase Agreement") with Penelope Mining LLC (the "Investor"), and, solely with respect to certain provisions of the Purchase Agreement, Minera del Norte, S.A. de C.V. (the "Lender"). The Purchase Agreement provides for us to issue and sell to the Investor shares of the our preferred stock in the amounts and at the prices set forth below (the numbers set forth below have been adjusted to reflect the 1-for-12 reverse stock split of February 19, 2016):

Series	No. of Shares	Price per Share
Series AA-1	8,427,004	$ 12.00
Series AA-2	7,223,142	$ 6.00

The closing of the sale and issuance of shares of the Company's preferred stock to the Investor is subject to certain conditions, including the Company's receipt of required approvals from the Company's stockholders (received on June 9, 2015), the receipt of regulatory approval, performance by the Company of its obligations under the Purchase Agreement, receipt of certain third party consents, the listing of the underlying common stock on the NASDAQ Stock Market and the Investor's satisfaction, in its sole discretion, with the viability of certain undersea mining projects of the Company. Completion of the transaction requires amending the Company's articles of incorporation to (a) effect a reverse stock split, which was done on February 19, 2016, (b) adjusting the Company's authorized capitalization, which was also done on February 19, 2016, and (c) establishing a classified board of directors (collectively, the "Amendments"). The Amendments have been or will be set forth in certificates of amendment to the Company's articles of incorporation filed or to be filed with the Nevada Secretary of State.

The purchase and sale of 2,916,667 shares of Series AA-1 Preferred Stock at an initial closing and for the purchase and sale of the remaining 5,510,337 shares of Series AA-1 Preferred Stock according to the following schedule, subject to the satisfaction or waiver of specified conditions set forth in the Purchase Agreement:

Date	No. Series AA-1 Shares	Total Purchase Price
March 1, 2016	1,806,989	$ 21,683,868
September 1, 2016	1,806,989	$ 21,683,868
March 1, 2017	1,517,871	$ 18,214,446
March 1, 2018	378,488	$ 4,541,856

The Investor may elect to purchase all or a portion of the Series AA-1 Preferred Stock before the other dates set forth above. The initial closing and the closing scheduled for March 1, 2016, have not yet occurred because certain conditions to closing have not yet been satisfied or waived. After completing the purchase of all AA-1 Preferred Stock, the Investor has the right, but not the obligation, to purchase all or a portion the 7,223,145 shares of Series AA-2 Preferred Stock at any time after the closing price of the Common Stock on the NASDAQ Stock Market has been $15.12 or more for 20 consecutive trading days. The Investor's right to purchase the shares of Series AA-2 Preferred Stock will terminate on the fifth anniversary of the initial closing under the Purchase Agreement.

The Purchase Agreement contains certain restrictions, subject to certain exceptions described below, on the Company's ability to initiate, solicit or knowingly encourage or facilitate an alternative acquisition proposal, to participate in any discussions or negotiations regarding an alternative acquisition proposal, or to enter into any acquisition agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an alternative acquisition proposal. These restrictions will continue until the earlier to occur of the termination of the Purchase Agreement pursuant to its terms and the time at which the initial closing occurs.

The Purchase Agreement also includes customary termination rights for both the Company and the Investor and provides that, in connection with the termination of the Purchase Agreement under specified circumstances, including in the event of a termination by the Company in order to accept a Superior Proposal, the Company will be required to pay to the Investor a termination fee of $4.0 million.

The Purchase Agreement contains representations, warranties and covenants of the parties customary for a transaction of this type.

Subject to the terms set forth in the Purchase Agreement, the Lender agreed to provide the Company, through a subsidiary of the Company, with loans of up to $14.75 million, the outstanding amount of which, plus accrued interest, will be repaid from the proceeds from the sale of the shares of Series AA-1 Preferred Stock at the initial closing. The Lender loaned the Company the full $14.75 million during the period March 11 through June 30, 2015. The outstanding principal balance of the loan at December 31, 2015 was $14.75 million.

The obligation to repay the loans is evidenced by a promissory note (the "Note") in the amount of up to $14.75 million and bears interest at the rate of 8.0% per annum, and, pursuant to a pledge agreement (the "Pledge Agreement") between the Lender and Odyssey Marine Enterprises Ltd., an indirect, wholly owned subsidiary of the Company ("OME"), is secured by a pledge of 54.0 million shares of Oceanica Resources S. de R.L., a Panamanian limitada ("Oceanica"), held by OME. In addition, OME and the Lender entered into a call option agreement (the "Oceanica Call"), pursuant to which OME granted the Lender an option to purchase the 54.0 million shares of Oceanica held by OME for an exercise price of $40.0 million at any time during the one-year period after the Oceanica Call was executed and delivered by the parties. The Oceanica Call option expired on March 11, 2016 without being executed or extended. The Oceanica Call was to also terminate if the Investor elected to terminate the Purchase Agreement under specified circumstances. On December 15, 2015, the Promissory Note was amended to provide that, unless otherwise converted as provided in the Note, the adjusted principal balance shall be due and payable in full upon written demand by MINOSA; provided that MINOSA agrees that it shall not demand payment of the adjusted principal balance earlier than the first to occur of: (i) 30 days after the date on which (x) SEMARNAT makes a determination with respect to the current application for the Manifestacion de Impacto Ambiental relating to the Don Diego Project, which determination is other than an approval or (y) Enterprises or any of its affiliates withdraws such application without MINOSA's prior written consent; (ii) termination by Odyssey of the Stock Purchase Agreement, dated March 11, 2015 (the "Purchase Agreement"), among Odyssey, MINOSA, and Penelope Mining, LLC (the "Investor"); (iii) the occurrence of an event of default under the Promissory Note; (iv) March 30, 2016; or (v) if and only if the Investor shall have terminated the Purchase Agreement pursuant to Section 8.1(d)(iii) thereof, March 30, 2016. On March 18, 2016 the agreements with MINOSA and Penelope were further amended (see NOTE U).

Class AA Convertible Preferred Stock

Pursuant to a certificate of designation (the "Designation") to be filed with the Nevada Secretary of State, each share of Series AA-1 Convertible Preferred Stock and Series AA-2 Convertible Preferred Stock (collectively, the "Class AA Preferred Stock") will be convertible into one share of Common Stock at any time and from time to time at the election of the holder. Each share of Class AA Preferred Stock will rank pari passu with all other shares of Class AA Preferred Stock and senior to shares of Common Stock and all other classes and series of junior stock. If the Company declares a dividend or makes a distribution to the holders of Common Stock, the holders of the Class AA Preferred Stock will be entitled to participate in the dividend or distribution on an as-converted basis. Each share of Class AA Preferred Stock shall entitle the holder thereof to vote, in person or by proxy, at any special or annual meeting of stockholders, on all matters voted on by holders of Common Stock, voting together as a single class with other shares entitled to vote thereon. So long as a majority of the shares of the Class AA Preferred Stock are outstanding, the Company will be prohibited from taking specified extraordinary actions without the approval of the holders of a majority of the outstanding shares of Class AA Preferred Stock. In the event of the liquidation of the Company, each holder of shares of Class AA Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, an amount in cash equal to the greater of (a) the amount paid to the Company for such holder's shares of Class AA Preferred Stock, plus an accretion thereon of 8.0% per annum, compounded annually, and (b) the amount such holder would be entitled to receive had such holder converted such shares of Class AA Preferred into Common Stock immediately prior to such time at which payment will be made or any assets distributed.

Stockholder Agreement

The Purchase Agreement provides that, at the initial closing, the Company and the Investor will enter into a stockholder agreement (the "Stockholder Agreement"). The Stockholder Agreement will provide that (a) in connection with each meeting of the Company's stockholders at which directors are to be elected, the Company will (i) nominate for election as members of the Company's board of directors a number of individuals designated by the Investor ("Investor Designees") equivalent to the Investor's proportionate ownership of the Company's voting securities (rounded up to the next highest integer) less the number of Investor Designees who are members of the board of directors and not subject to election at such meeting, and (ii) use its reasonable best efforts to cause such nominees to be elected to the board of directors; (b) the Company will cause one of the Investor Designees to serve as a member of (or at such Investor Designee's election, as an observer to) each committee of the Company's board of directors; and (c) each Investor Designee shall have the right to enter into an indemnification agreement with the Company (an "Indemnification Agreement") pursuant to which such Investor Designee is indemnified by the Company to the fullest extent allowed by Nevada law if, by reason of his or her serving as a director of the Company, such Investor Designee is a party or is threatened to be made a party to any proceeding or by reason of anything done or not done by such Investor Designee in his or her capacity as a director of the Company.

The Stockholder Agreement will provide the Investor with pre-emptive rights with respect to certain equity offerings of the Company and restricts the Company from selling equity securities until the Investor has purchased all the Class AA Preferred Stock or no longer has the right or obligation to purchase any of the Class AA Preferred Stock. The Stockholder Agreement will also provide the Investor with certain "first look" rights with respect to certain mineral deposits discovered by the Company or its subsidiaries. Pursuant to the Stockholder Agreement, the Company will grant the Investor certain demand and piggy-back registration rights, including for shelf registrations, with respect to the resale of the shares of Common Stock issuable upon conversion of the Class AA Preferred Stock.

Other Loans

During October 2015 we entered into a loan agreement with Monaco Financial, LLC ("Monaco") to provide up to $2.0 million. We received the initial advance of $1.0 million on October 30, 2015. The second $1.0 million was conditional upon entering into a definitive agreement relating to their acquisition of certain assets from us, subject to their obligation to satisfy certain of our indebtedness. On December 10, 2015, Odyssey, Monaco, and certain affiliates of Monaco entered into and completed the transactions contemplated by an acquisition agreement (the "Acquisition Agreement") pursuant to which, among other things, we sold certain assets to Monaco and its affiliates, and Monaco (a) repaid our indebtedness for borrowed money owed to a bank, (b) reduced the amount of indebtedness owed by us to Monaco and agreed to certain modifications regarding the remaining indebtedness, and (c) applied the amount of advances previously made by Monaco to us, as well as additional cash, to the consideration paid to us for the transaction. More significantly, Monaco advanced the additional $1.0 million to us, extinguished the $2.0 million loan it had made to us in the fourth quarter of 2015, settled in full all of our three bank loans ($11.7 million), and amended or extinguished certain loans made in 2014 by Monaco to us (extinguished $2.2 million of the loans, ceased interest on $5.0 million of the loans and made it only repayable under certain circumstances, and extended the maturity of the remaining $2.8 million of loans to December 31, 2017 (See NOTE K).

In August 2015, we amended our term loan with Fifth Third Bank (the "Bank") setting the maturity date on the loan at December 17, 2015. In January and July 2014 and 2015 we made required semi-annual principal payments of $500,000 on the loan. This loan was settled in full on December 10, 2015 in connection with the transaction with Monaco. The balance of this loan at December 31, 2015 was $0.

On May 7, 2014, we entered into a new $10.0 million credit facility with Fifth Third bank similar to the loans obtained in 2012 and 2013 for the *Gairsoppa* project. By December 31, 2014, we had received advances of $7.7 million on this new credit facility based on recoveries of gold bars and gold $20 coins from the *SS Central America* shipwreck. This loan agreement was amended in May and September 2015, so that the maturity of the loan was changed to December 17, 2015. This loan was settled in full on December 10, 2015 in connection with the transaction with Monaco. The balance of this loan at December 31, 2015 was $0.

On August 14, 2014, we entered into a loan agreement with Monaco that provided for loans of up to an aggregate amount of $10.0 million. The full amount was loaned to us in the second half of 2014. On December 1, 2014, we received the third tranche of $2.5 million on this loan facility. Advances under the loan agreement bear interest at a rate of 8.0% for the first year and 11.0% thereafter. The credit facility provides for monthly payments of interest only, with the principal amount and all accrued interest due and payable on August 14, 2016. As further consideration for the credit facility, we agreed to assign to the lender 100,000 shares Odyssey owns in Oceanica Resources and granted the lender the right to convert the outstanding loan balance into shares of Oceanica Resources or to purchase additional shares of Oceanica Resources from Odyssey if the loan is repaid. Odyssey's obligations under the credit facility are secured by specified assets,

including a portion of Odyssey's shares in Oceanica Resources, and by any residual in Odyssey's financial interest in the proceeds from the monetization of SS *Central America* cargo after repayment of the Bank loan. Our obligation to repay the principal and accrued interest may be accelerated at the option of the lender if an event of default, as specified in the loan agreement, occurs. We may prepay the outstanding loan balance before the maturity date. In connection with the transaction we completed with Monaco on December 10, 2015, the parties extinguished $2.2 million of the Monaco loan, ceased interest on $5.0 million of the loans and made them only repayable under certain circumstances, and extended the maturity of the remaining $2.8 million of loans to December 31, 2017 (See NOTE K and NOTE S). As of December 31, 2015, the loan balance outstanding was $2.8 million.

On July 11, 2008, we entered into a mortgage loan with Fifth Third Bank. Pursuant to the Loan Agreement, we borrowed $2,580,000. The loan bears interest at a variable rate equal to the prime rate plus three-fourths of one percent (0.75%) per annum. The loan had an initial maturity date of July 11, 2013, and requires monthly principal payments in the amount of $10,750 plus accrued interest. This loan is secured by a restricted cash balance as well as a first mortgage on our corporate office building. This loan contains customary representations and warranties, affirmative and negative covenants, conditions, and other provisions. In July 2013 when the above noted mortgage was scheduled to mature, we extended it on substantially the same terms that previously existed. This loan was again amended in September 2015 whereby the new maturity date was set at December 17, 2015. This loan was settled in full on December 10, 2015 in connection with the transaction with Monaco. The balance of this loan at December 31, 2015 was $0.

During May 2008, we entered into a mortgage loan in the principal amount of $679,000 with The Bank of Tampa to purchase our conservation lab and storage facility. This obligation has a monthly payment of $5,080 with a maturity date of May 14, 2015. Principal and interest payments are payable monthly. Interest is at a fixed annual rate of 6.45%. This debt is secured by the related mortgaged real property. In March 2015 we sold the building covered by this mortgage and simultaneously prepaid the entire balance of this loan and terminated the loan.

Going Concern Consideration

We have experienced several years of net losses and may continue to do so. Our ability to generate net income or positive cash flows in 2016 or the following twelve months is dependent upon our success in developing and monetizing our interests in mineral exploration entities, generating income from exploration charters, collecting on amounts owed to us, and completing the MINOSA/Penelope equity financing transaction approved by our stockholders on June 9, 2015. During 2015 we received notices from NASDAQ of a possible de-listing for not being compliant with their continued listing requirements. In the first quarter of 2016, we regained compliance with these continued listing requirements. Our 2016 business plan requires us to generate new cash inflows during 2016 to effectively allow us to perform our planned projects. We plan to generate new cash inflows through the monetization of our receivables and equity stakes in seabed mineral companies, financings, syndications or other partnership opportunities. One or more of the planned opportunities for raising cash may not be realized to the extent needed which may require us to curtail our desired business plan until we generate additional cash. On March 11, 2015, we entered into a Stock Purchase Agreement with Minera del Norte S.A. de c.v. ("MINOSA") and Penelope Mining LLC ("Penelope"), an affiliate of MINOSA, pursuant to which (a) MINOSA agreed to extend short-term, debt financing to Odyssey of up to $14.75 million, and (b) Penelope agreed to invest up to $101 million over three years in convertible preferred stock of Odyssey. The equity financing is subject to the satisfaction of certain conditions, including the approval of our stockholders which occurred on June 9, 2015, and MINOSA and Penelope are currently under no obligation to make the preferred share equity investments. (See Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations—General Discussion 2015—Financings.) If cash inflow is not sufficient to meet our desired projected business plan requirements, we will be required to follow our contingency business plan which is based on curtailed expenses and requires less cash inflows. Our consolidated non-restricted cash balance at December 31, 2015 was $2.2 million which is insufficient to support operations through the end of 2016. We have a working capital deficit at December 31, 2015 of $21.1 million. Our largest loan of $14.75 million from MINOSA has a maturity date of March 18, 2017. We sold a substantial part of our assets to Monaco and its affiliates on December 10, 2015 and we have pledged the majority of our remaining assets to MINOSA, and its affiliates, and to Monaco, leaving us with few opportunities to raise additional funds from our balance sheet. The total consolidated book value of our assets was $6.9 million at December 31, 2015 and the fair market value of these assets may differ from their net carrying book value. Even though we executed the above noted financing arrangements, Penelope must purchase the shares for us to be able to complete the equity component of the transaction. The Penelope equity transaction is heavily dependent on the outcome of our subsidiary's application approval process for an environmental permit to commercially develop a mineralized phosphate deposit in Mexico. Therefore, the factors noted above raise doubt about our ability to continue as a going concern. These consolidated financial statements do not include any adjustments to the amounts and classification of assets and liabilities that may be necessary should we be unable to continue as a going concern.

2014 Compared to 2013

Increase/(Decrease) (Dollars in millions)	2014	2013	2014 vs. 2013 $	2014 vs. 2013 %
Total revenue	$ 1.3	$ 23.9	$(22.6)	(94%)
Cost of sales	$ 0.2	$ 0.7	$ (0.4)	(64)
Marketing, general and administrative	9.8	14.2	(4.4)	(31)
Operations and research	19.5	26.0	(6.5)	(25)
Total operating expenses	$ 29.5	$ 40.9	$(11.4)	(28%)
Other income (expense)	$ (1.0)	$ 2.6	$ (3.6)	(137%)
Income tax benefit (provision)	$ 0.5	$ (0.5)	$ 1.0	197%
Non-controlling interest	$ 2.2	$ 4.1	$ (1.9)	(47%)
Net income (loss)	$(26.5)	$(10.7)	$(15.7)	(146%)

Revenue

Although significant quantities of gold and silver cargo items were recovered from the SS *Central America* shipwreck in 2014, no revenues were recognized in 2014 from this project because the exact amount can only be measured upon monetization of the recovered cargo. The ability to monetize cargo from this project is dependent on a final judicial ruling from the United States Federal Court. As a result, none of the cargo recovered in 2014 from SS *Central America* shipwreck has been monetized so far.

The decrease in total revenue of $22.6 million (from $23.9 million in 2013 to $1.3 million in 2014) was primarily due to the fact that a large quantity of valuable shipwreck cargo was both recovered and monetized in 2013 from the *Gairsoppa* shipwreck, whereas none of the shipwreck cargo recovered in 2014 from the SS *Central America* shipwreck was monetized in the same year. Significant quantities of gold and silver cargo items were recovered from the SS *Central America* shipwreck in 2014, but they have not been monetized because the US Federal Court for the District of Virginia that oversees the rights to the shipwreck and cargo has not yet released the cargo for monetization. Since the cargo has not yet been monetized, we are unable to measure the exact proceeds from an eventual sale of the recovered cargo and have thus not recognized any revenue from this project in 2014. In 2014, $0.3 million of revenue was recognized from the *Gairsoppa* project whereas $20.8 million of revenue was recognized in 2013 from this same project. Licensing and royalties related to *Gairsoppa* project provided a further $1.5 million in revenue in 2013 as compared to 2014. Sales of coins held in inventory from other shipwrecks were also lower in 2014 as compared to 2013.

Cost and Expenses

Cost of sales decreased by $0.4 million in 2014 versus 2013, or in roughly the same proportion as the decrease in Recovered cargo sales and other revenues (excluding *Gairsoppa*), which decreased by 55%.

Marketing, general and administrative expenses were $9.8 million in 2014 as compared to $14.2 million in 2013. The decrease of $4.4 million is mainly due to a $2.1 million reduction in employee-related costs and one-time costs in 2013, such as the $1.1 million payment of the Spanish government legal fees for the *Black Swan* case, the $0.4 million cost to hedge silver bullion, the one-time retirement costs of the former Chief Financial Officer, and the $0.5 million provision for a loan made by the Company in 2013. The provision for the loan was reversed in 2014.

Operations and research expenses were $19.5 million in 2014 as compared to $26.0 million in 2013. The decrease in operating and research expenses of $6.5 million primarily represented a net decrease in the total cost to operate the Odyssey vessels. The $3.3 million increase in the full year *Odyssey Explorer* vessel operating costs related to the SS *Central America* shipwreck project were offset by a cost recoupment agreement with the owners of the SS *Central America* shipwreck for an amount of $6.2 million, resulting in a net decrease of $2.9 million on the full year expenses of the Odyssey Explorer vessel as compared to 2013. The *Gairsoppa* project in 2013 generated expenses of $11.0 million, primarily for the charter of the *Seabed Worker* vessel, but the terms with the UK government also provided for a $9.2 million cost recoupment on the project, resulting in a net consolidated project cost in 2013 of $1.8 million. Odyssey did not work on the *Gairsoppa* project in 2014. Odyssey ceased the multi-year charter of the *Dorado Discovery* vessel in September 2014, resulting in a reduction

of $1.2 million in operating costs for this vessel for the full year as compared to 2013. Included in this net variance of $1.2 million is a $3.0 million asset impairment charge to depreciation in 2014. In 2013, Odyssey performed off-shore drilling and validation work on Don Diego concession areas off the coast of Mexico. In 2014, no offshore work was needed on this concession area, thereby resulting in a reduction of $0.5 million in Operations and research costs related to mineral exploration. Excluding the amounts credited to operating expenses in 2014 and 2013 from the two shipwreck projects (*Gairsoppa* and SS *Central America*), total operations and research expenses decreased by $9.5 million from 2013 to 2014, or a reduction of 27%.

Other Income or Expense

Net other income or expense swung from net other income of $2.6 million in 2013 to net other expense of $1.0 million in 2014 as a result of (i) a drop in gains on hedging instruments ($1.2 million gain on silver hedging in 2013, none in 2014), and (ii) a drop in other income in 2014 related to the change in the fair value of derivative financial instruments as compared to the previous year (see NOTE J), offset in part by lower financial debt interest expense in 2014 (lower balance of interest-bearing debt in 2014). Other income in 2014 consisted of $1.0 million in income from the change in the fair value of derivative financial instruments ($0.9 million related to the change in the stock price/volatility and $0.1 million related to other changes in assumptions and adjustments), and $0.1 million other income from sale of equipment, offset by $1.6 million of expense from interest on our financial debt and $0.5 million expense from the reduction in the value of an investment in NMI. In 2013, Odyssey had a net other income result of $2.6 million. This was comprised of a positive amount of $4.4 million from the change in the fair value of derivative liabilities ($1.4 million related to the change in the stock price volatility, $1.6 million related to the redemption of certain outstanding instruments, $0.5 million related to the change in the volatility of certain instruments, and $0.9 million of other changes), a gain of $1.2 million on hedging instruments linked to silver prices in 2013, and $0.6 million in other miscellaneous income, offset by an interest expense of $3.5 million.

Income Taxes and Non-Controlling Interest

Although the Company has significant tax loss carryforwards, the Company accrued alternative minimum taxes related to the sale of subsidiary stock in 2013 for an amount of $0.5 million. As a result of an IRS private letter ruling to the Company in 2014, we reversed the $0.5 million provision for income taxes made in 2013.

Starting in 2013, we became the controlling shareholder of Oceanica. Our financial statements thus include the financial results of Oceanica. Except for intercompany transactions that are eliminated upon consolidation, Oceanica's revenues and expenses, in their entirety, are shown in our consolidated financial statements. The share of Oceanica's net losses corresponding to the equity of Oceanica not owned by us is subsequently shown as the "Non-Controlling Interest" in the consolidated statements of operations. The non-controlling interest adjustment in 2014 was $1.9 million lower than in 2013 due to lower expenses in our subsidiaries in 2014 as compared to 2013. In 2013, our subsea mineral exploration subsidiary was engaged in offshore work for the phosphate deposit exploration and validation whereas in 2014 most of the work involved on-shore work.

Liquidity and Capital Resources

(Dollars in thousands)	2014	2013
Summary of Cash Flows:		
Net cash (used) by operating activities	$(28,555)	$(19,658)
Net cash (used) by investing activities	(2,968)	(4,505)
Net cash provided by financing activities	13,344	35,388
Net increase (decrease) in cash and cash equivalents	$(18,179)	$ 11,226
Beginning cash and cash equivalents	21,322	10,096
Ending cash and cash equivalents	$ 3,144	$ 21,322

Discussion of Cash Flows

Net cash used by operating activities for 2014 was $28.6 million, or an increase of $8.9 million compared to the previous year, primarily due to the increase in accounts receivable related to the SS *Central America* project. The 2014 operating cash flows primarily reflected a net loss before non-controlling interest of $28.7 million offset in part by non-cash items of $7.4 million including depreciation and amortization of $5.5 million ($3.0 million of which was an asset impairment charge to depreciation resulting from the termination of the *Dorado Discovery* charter), share-based compensation ($2.2 million),

notes payable interest accretion ($0.6 million), and increased by non-cash items such as fees/interest paid with stock ($0.1 million), and the change in the fair value of derivative liabilities ($1.0 million, see NOTE J). Other working capital changes (including non-current assets) resulted in a decrease in working capital of $5.7 million. This primarily included an increase in accounts receivable in 2014 of $6.3 million mainly due to the recoupment of SS *Central America* project costs. A $2.5 million decrease in accrued expenses in 2014 resulted primarily from the payment of $1.3 million to the UK on the *Gairsoppa* project and the payment of other 2013 accruals, including the 2013 employee bonus. Other changes in working capital in 2014 included a $2.0 million decrease in other assets including prepaid expenses and deposits on equipment, a $0. 3 million increase in inventory and a $0.2 million increase in accounts payable.

Net cash used in operating activities in 2013 was $19.7 million. This amount primarily reflected an operating loss of $14.9 million and a $4.4 million adjustment to this loss for the non-cash change in the fair value of derivative liabilities offset in part by non-cash items including interest accretion on notes payable ($2.0 million), depreciation and amortization ($1.9 million), share-based compensation ($2.5 million), and debt interest settled with common stock ($0.7 million). Other working capital related changes included an increase in accounts payable of $1.5 million, a decrease in accrued expenses of $8.7 million primarily relating to the Galt Resources payable of $12.5 million at year end 2012, a decrease in accounts receivable of $1.8 million, and an increase in other assets of $ 2.0 million. Other assets increased primarily as a result of prepayments and deposits on equipment ordered for the ships at the end of 2013.

Cash flows used in investing activities for 2014 were $3.0 million. The major equipment purchases in 2014 included $1.1 million for a deep tow system, $0.7 million for new mineral exploration equipment and $0.7 million for the *Odyssey Explorer* which included steelwork, an umbilical cable and a control system for the ROV.

Net cash used in 2013 for investing activities amounted to $4.5 million. This cash was used for the purchase of equipment, primarily for ship-based operations, including $.7 million on a 6,000 meter ROV, $3.1 million for equipment and improvements on the mineral exploration ship (such as a new winch and a deep-sea drill), and most of the remainder on improvements and equipment on the Odyssey Explorer ship. Cash flow used in investing activities for 2012 of $.9 million primarily represented marine property and equipment purchases.

Cash flows provided by financing activities for 2014 were $13.3 million. In 2014, we received $10.0 million from a loan from a marketing partner (see NOTE K). In 2014, we also received $7.7 million of cash advances on a new $10.0 million credit facility with Fifth Third Bank related to recovered cargo from shipwrecks. These cash inflows were offset by repayment of debt obligations which included $3.1 million in short term convertible notes payable reductions and an additional $1.0 million in payments on the term loan from Fifth Third Bank. The 2013 $10.0 million *Gairsoppa* project loan was paid off in 2014 using $10.0 million in restricted cash held at Fifth Third Bank. The remaining cash flows used for financing activities were mortgage and financed asset payments.

Cash flows provided by financing activities for 2013 were $35.4 million which primarily represented $27.5 million from the sale of a 24% interest in Oceanica Resources, S. de. R.L., a Panamanian company (“Oceanica”), a majority owned subsidiary (see General Discussion under *Other Cash Flow and Equity Areas*). Oceanica is in the business of mineral exploration and controls exclusive mining licenses for offshore mineral deposits. The licenses include areas which, based upon extensive exploration and analysis undertaken by us, are believed to feature valuable mineralized materials. Preliminary resource assessments indicate that the licenses, or concessions, which have been granted for a 50-year period to a wholly owned subsidiary of Oceanica, may prove to have significant economic and strategic value. $10.4 million of additional cash flow was provided from the issuance of new common shares of ours, offset by the purchase 1 million shares in our subsidiary, Oceanica, for $1.25 million and $0.8 million repayment of debt obligations.

General Discussion 2014

At December 31, 2014, we had cash and cash equivalents of $3.1 million, a decrease of $18.2 million from the December 31, 2013 balance of $21.3 million. This reduction was mainly the result of cash used in operations during 2014. The *Odyssey Explorer* began the 2014 year in port in the UK for its five-year inspection work then re-positioned to South Carolina and conducted work on the SS *Central America* shipwreck project from April through September 15, 2014 and conducted sea trials of the new DeepTow system at the beginning of the fourth quarter of 2014 prior to a transit to the UK for the annual repair and maintenance period in order to prepare for 2015 operations. We recovered a significant amount of valuable cargo from the SS *Central America* shipwreck in 2014, but we have not yet monetized any of the cargo, thus no revenues from the project or cash inflows from the project have been recognized in 2014. The long-term lease of the *Dorado Discovery* vessel came to an end in 2014 and we continued to lease the vessel on a short term basis for a few months in 2014 before deciding to terminate the lease effective August 31, 2014. Some of our equipment has remained on board the *Dorado Discovery* vessel for potential future use; however, for most of the equipment left on board the vessel, depreciation was accelerated for 2014 due to impairment.

Interest-bearing financial debt of the company was reduced by $0.8 million in 2014, from a balance of $22.0 million at December 31, 2013 to a balance of $21.2 million at December 31, 2014. The $10.0 million project loan for the *Gairsoppa* project that was entered into in July 2013 and which had a maturity date of July 24, 2014, was paid off in full in March 2014. The convertible debt notes issued in 2011 and 2012 for a total amount of $18.0 million were fully retired in the first half of 2014. On May 7, 2014, we entered into a new $10.0 million credit facility with Fifth Third Bank similar to the loans obtained in 2012 and 2013 for the *Gairsoppa* project (see discussion below under "Financings"). By December 31, 2014, we had received advances of $7.7 million on this new credit facility based on recoveries of gold bars and gold $20 coins from the *SS Central America* shipwreck. Between August and December 2014, we borrowed $10 million on two-year notes on a loan obtained from Monaco Financial, LLC, a strategic marketing partner that is a leading coin dealer, increasing our financial debt by $7.8 million. Additional debt reductions resulted from $1.0 million in scheduled semi-annual payments on our Term Loan with Fifth Third, and $0.2 million of mortgage payments.

In 2014, we continued to develop our mineral exploration activities. Our majority-owned subsidiary active in validating and developing a phosphate deposit in Mexico obtained its first NI 43-101 compliant technical reports, obtained extensions to its tenement areas, conducted numerous environmental studies, and filed its application for a Mexican environmental permit (Environmental Impact Assessment). At the end of 2014, the UK Ministry of Defence (MOD) gave us the go-ahead to commence the salvage work on the HMS *Victory* shipwreck, pending an environmental permit to be applied for from the UK Marine Management Organization. In March 2015, the MOD withdrew this permission to address issues raised in an application for Judicial Review of the original consent. The MHF has informed us they expect the MOD to promptly issue a new consent taking into account the issues raised in the Judicial Review application. An application to the UK Marine Management Organisation ("MMO") was submitted in December 2014 seeking a permit for regulated activities related to the Victory Project. Approval of the application is expected late first quarter or early second quarter of 2015.

Off Balance Sheet Arrangements

We do not engage in off-balance sheet financing arrangements. In particular, we do not have any interest in so-called limited purpose entities, which include special purpose entities (SPEs) and structured finance entities.

Indemnification Provisions

Under our bylaws and certain consulting agreements, we have agreed to indemnify our officers and directors for certain events arising as a result of the officer's or director's serving in such capacity. Separate agreements may provide indemnification after term of service. The term of the indemnification agreement is as long as the officer or director remains in the employment of the company. The maximum potential amount of future payments we could be required to make under these indemnification agreements is unlimited. However, our director and officer liability insurance policy limits its exposure and enables us to recover a portion of any future amounts paid. As a result of our insurance policy coverage, we believe the estimated fair value of these indemnification agreements is minimal and no liabilities are recorded for these agreements as of December 31, 2015.

Critical Accounting Estimates

The discussion and analysis of our financial position and results of operations is based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the U.S. The preparation of these financial statements requires us to make estimates and judgments that affect our financial position and results of operations. See NOTE A to the Consolidated Financial Statements for a description of our significant accounting policies. Critical accounting estimates are defined as those that are reflective of significant judgment and uncertainties, and potentially result in materially different results under different assumptions and conditions. We have identified the following critical accounting estimates. We have discussed the development, selection and disclosure of these policies with our audit committee.

Long-Lived Assets

On December 10, 2015, we sold a significant amount of our long-lived assets (See NOTE S). As of December 31, 2015, we had approximately $2.8 million of net property and equipment and related assets. Our policy is to recognize impairment losses relating to long-lived assets in accordance with the ASC topic for Property, Plant and Equipment. Impairment decisions are based on several factors, including, but not limited to, management's plans for future operations, recent operating results and projected cash flows.

Realizability of Deferred Tax Assets

We have recorded a net deferred tax asset of $0 at December 31, 2015. As required by the ASC topic for Accounting for Income Taxes, we have evaluated whether it is more likely than not that the deferred tax assets will be realized. Based on the available evidence, we have concluded that it is more likely than not that those assets would not be realizable without the recovery and rights of ownership or salvage rights of high value shipwrecks or the monetization of our mineral exploration stakes and thus a valuation allowance of $64.6 million has been recorded as of December 31, 2015.

Artifact Inventory

The value of recovered artifacts in inventory includes the costs of recovery and conservation. The capitalized costs include direct costs of recovery such as vessel and related equipment operations and maintenance, crew and technical labor, fuel, provisions, supplies, port fees, depreciation and may even include fees paid to an insurer to relinquish the insurer's claim to the recovered artifacts. Conservation costs include fees paid to conservators for cleaning and preserving the artifacts. We continually monitor the recorded aggregate costs of the artifacts in inventory to ensure these costs do not exceed the net realizable value. We use historical sales, publications or available public market data to assess market value. On December 10, 2015, we sold all items that had previously been part of our artifact inventory (See NOTE S).

Allowance for Doubtful Accounts

In determining the collectability of our accounts receivable, we need to make certain assumptions and estimates. Specifically, we may examine accounts and assess the likelihood of collection of particular accounts. On December 10, 2015, we sold a significant part of our accounts receivable (See NOTE S).

Derivative Financial Instruments

In evaluating fair value of derivative financial instruments, there are numerous assumptions which management must make that may influence the valuation of the derivatives as included in the financial statements.

Contractual Obligations

At December 31, 2015, the Company's contractual obligations including estimated payments due by period are as follows:

(Dollars in thousands)	Payments due by period				
Contractual Obligations	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Long-term obligations	$2,800	$ —	$ 2,800	$ —	$ —
Operating lease	723	241	482		
Interest on long-term obligations	617	309	308	—	—
Total contractual obligations	$4,140	$ 550	$ 3,590	$ —	$ —

Long-term obligations represent the amount due on our existing loans as described above. With the cessation of the *Dorado Discovery* vessel lease in September 2014, operating lease obligations have been eliminated.

We entered into a three year operating lease for our headquarter offices with Monaco Financial, LLC, a related party. This is pursuant to the acquisition agreement we entered into with them on December 10, 2015. The operating lease is cancellable upon nine months' notice. See NOTE K and NOTE S.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the exposure to loss resulting from changes in interest rates, foreign currency exchange rates, commodity prices and equity prices. We do not believe we have material market risk exposure and have not entered into any market risk sensitive instruments to mitigate these risks or for trading or speculative purposes.

On December 10, 2015, we settled all of our loans that carried variable interest rates, thus we currently do not have any debt obligations or instruments that expose us to interest rate risk.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required by this item appears beginning on page 30.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures designed to ensure that information we are required to disclose in reports that we file with or furnish to the SEC is recorded, processed, summarized and reported within the time periods specified by the SEC. An evaluation was carried out 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 our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, the CEO and CFO have concluded that the Company's disclosure controls and procedures are effective to ensure that we are able to collect process and disclose the information we are required to disclose in the reports we file with the SEC within required time periods.

Internal Controls over Financial Reporting

Management's report on our internal controls over financial reporting can be found in the financial statement section of this report. The Independent Registered Public Accounting Firm's attestation report on management's assessment of the effectiveness of our internal control over financial reporting can also be found in the financial statement section of this report.

There have been no significant changes in the Company's internal controls over financial reporting as of December 31, 2015 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information concerning Directors and Executive Officers is hereby incorporated by reference to the information under the headings "Election of Directors" and "Executive Officers and Directors of the Company" in the Company's Proxy Statement (the "Proxy Statement") for the Annual Meeting of Stockholders to be held on June 7, 2016.

The Company has adopted a Code of Ethics that applies to all of its employees, including the principal executive officer, the principal financial officer and the principal accounting officer. The Code of Ethics and all committee charters are posted on the Company's website (www.odysseymarine.com). We will provide a copy of any of these documents to stockholders free of charge upon request to the Company.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item is hereby incorporated by reference to the information under the heading "Executive Compensation" in the Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

A portion of the information required by this Item pursuant to Item 403 of Regulation S-K is hereby incorporated by reference to the information under the heading "Security Ownership of Certain Beneficial Owners and Management" in the Proxy Statement. The information required pursuant to Item 201(d) of Regulation S-K is hereby incorporated by reference to the information under the heading "Equity Compensation Plan Information" in the Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item is hereby incorporated by reference to the information under the heading "Certain Relationships and Related Transactions" in the Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this Item is hereby incorporated by reference to the information under the heading "Independent Public Accounting Firm's Fees" in the Proxy Statement.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

The following documents are filed as part of this Annual Report on Form 10-K:

1. (a) Consolidated Financial Statements

   See “Index to Consolidated Financial Statements” on page 30.

   (b) Consolidated Financial Statement Schedules

   See “Index to Consolidated Financial Statements” on page 30.

   All other schedules have been omitted because the required information is not significant or is included in the financial statements or notes thereto, or is not applicable.

2. Exhibits

   The Exhibits listed in the Exhibits Index, which appears immediately following the signature page and is incorporated herein by reference, are filed as part of this Annual Report on Form 10-K.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS
ODYSSEY MARINE EXPLORATION, INC.

MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. With the participation of the Chief Executive Officer and the Chief Financial Officer, management conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework and the criteria established in *Internal Control – Integrated Framework,* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management has concluded that internal control over financial reporting was effective as of December 31, 2015.

The Company's independent auditor, Ferlita, Walsh, Gonzalez & Rodriguez, P.A., a registered public accounting firm, has issued an attestation report on management's assessment of internal control over financial reporting, which is included herein.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Odyssey Marine Exploration, Inc. and subsidiaries

We have audited the accompanying consolidated balance sheets of Odyssey Marine Exploration, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of income, changes in stockholders' equity (deficit) and cash flows for each of the years in the three-year period ended December 31, 2015, 2014, and 2013. Odyssey Marine Exploration, Inc. and subsidiaries' management is responsible for these consolidated financial statements. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits 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 consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Odyssey Marine Exploration, Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, 2014, and 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note R to the consolidated financial statements, the Company has incurred significant losses and they may be unsuccessful in raising the necessary capital to fund operations and capital expenditures. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters are also described in Note R. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our report is not modified with respect to that matter.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Odyssey Marine Exploration, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated March 24, 2016 expressed an unqualified opinion.

/s/ Ferlita, Walsh, Gonzalez & Rodriguez, P.A.
FERLITA, WALSH, GONZALEZ & RODRIGUEZ, P.A.
Certified Public Accountants
Tampa, Florida

March 24, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON INTERNAL CONTROL OVER FINANCIAL REPORTING

To the Board of Directors and Stockholders of
Odyssey Marine Exploration, Inc. and subsidiaries

We have audited Odyssey Marine Exploration, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Odyssey Marine Exploration, Inc. and subsidiaries' 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 Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on Odyssey Marine Exploration, Inc. and subsidiaries' internal control over financial reporting based on our audit.

We conducted our audit 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 effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

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 degree of compliance with the policies or procedures may deteriorate.

In our opinion, Odyssey Marine Exploration, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets and the related consolidated statements of income, changes in stockholders' equity (deficit) and cash flows of Odyssey Marine Exploration, Inc. and subsidiaries, and our report dated March 24, 2106 expressed an unqualified opinion thereon and included an explanatory paragraph concerning matters related to the Company's ability to continue as a going concern.

/s/ Ferlita, Walsh, Gonzalez & Rodriguez, P.A.
Ferlita, Walsh, Gonzalez & Rodriguez, P.A.
Certified Public Accountants
Tampa, Florida

March 24, 2016

ODYSSEY MARINE EXPLORATION, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	December 31, 2015	December 31, 2014
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 2,241,317	$ 3,143,550
Restricted cash	—	520,728
Accounts receivable and other, net	801,575	6,476,049
Inventory	—	674,992
Other current assets	502,698	655,662
Total current assets	3,545,590	11,470,981
PROPERTY AND EQUIPMENT		
Equipment and office fixtures	22,460,256	24,895,343
Building and land	—	3,758,688
Building and land held for sale	—	1,024,999
Accumulated depreciation	(19,633,420)	(22,443,492)
Total property and equipment	2,826,836	7,235,538
NON-CURRENT ASSETS		
Inventory	—	5,110,967
Other non-current assets	540,590	1,272,053
Total non-current assets	540,590	6,383,020
Total assets	$ 6,913,016	$ 25,089,539
LIABILITIES AND STOCKHOLDERS' EQUITY/(DEFICIT)		
CURRENT LIABILITIES		
Accounts payable	$ 1,567,620	$ 5,070,973
Accrued expenses and other	4,265,456	2,387,962
Deferred income and revenue participation rights	383,148	—
Derivative liabilities	3,402,416	2,226,445
Mortgage and loans payable	15,058,845	9,356,724
Total current liabilities	24,677,485	19,042,104
LONG-TERM LIABILITIES		
Mortgage and loans payable	3,140,787	11,808,157
Deferred income and revenue participation rights	4,643,750	4,643,750
Total long-term liabilities	7,784,537	16,451,907
Total liabilities	32,462,022	35,494,011
Commitments and contingencies (NOTE R)		
STOCKHOLDERS' EQUITY/(DEFICIT)		
Preferred stock - $.0001 par value; 806,267 shares authorized; none outstanding	—	—
Preferred stock series D convertible - $.0001 par value; 11,233 shares authorized; 0 and 2,700 issued and outstanding, respectively	—	3
Common stock – $.0001 par value; 75,000,000 shares authorized; 7,541,111 and; 7,131,875 issued and outstanding	754	8,558
Additional paid-in capital	204,438,148	198,323,630
Accumulated deficit	(220,634,415)	(202,427,252)
Total stockholders' equity/(deficit) before non-controlling interest	(16,195,513)	(4,095,061)
Non-controlling interest	(9,353,493)	(6,309,411)
Total stockholders' equity/(deficit)	(25,549,006)	(10,404,472)
Total liabilities and stockholders' equity/(deficit)	$ 6,913,016	$ 25,089,539

The accompanying notes are an integral part of these financial statements.

ODYSSEY MARINE EXPLORATION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

	12 Month Period Ended December 31, 2015	12 Month Period Ended December 31, 2014	12 Month Period Ended December 31, 2013
REVENUE			
Recovered cargo sales and other	$ 1,943,709	$ 1,271,398	$ 23,670,264
Exhibit	58,352	51,484	112,129
Expedition	3,328,190	—	131,556
Total revenue	5,330,251	1,322,882	23,913,949
OPERATING EXPENSES			
Cost of sales – recovered cargo and other	1,447,331	247,087	694,787
Operations and research	11,428,506	19,477,227	26,024,548
Marketing, general and administrative	11,458,528	9,791,260	14,161,465
Common stock issued for subsidiary stock option settlement	2,520,000	—	—
Total operating expenses	26,854,365	29,515,574	40,880,800
LOSS FROM OPERATIONS	(21,524,114)	(28,192,692)	(16,966,851)
OTHER INCOME OR (EXPENSE)			
Interest income	137	25,302	9,966
Interest expense	(4,551,799)	(1,560,254)	(3,581,642)
Change in derivative liabilities fair value	(1,175,971)	1,001,679	4,385,380
Gain on silver fixed price swap	—	—	1,206,350
(Loss) from unconsolidated entity	—	(522,500)	—
Gain on debt extinguishment	5,611,907	—	—
Other	388,595	104,922	581,543
Total other income or (expense)	272,869	(950,851)	2,601,597
LOSS BEFORE INCOME TAXES	(21,251,245)	(29,143,543)	(14,365,254)
Income tax benefit (provision)	—	481,055	(496,055)
NET (LOSS) BEFORE NON-CONTROLLING INTEREST	(21,251,245)	(28,662,488)	(14,861,309)
Non-controlling interest	3,044,082	2,189,374	4,120,037
NET (LOSS)	$(18,207,163)	$(26,473,114)	$(10,741,272)
LOSS PER SHARE			
Basic and diluted	$ (2.46)	$ (3.74)	$ (1.61)
Weighted average number of common shares outstanding			
Basic and diluted	7,413,602	7,072,553	6,677,402

The accompanying notes are an integral part of these financial statements.

ODYSSEY MARINE EXPLORATION, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY / (DEFICIT)

	12 Month Period Ended December 31, 2015	12 Month Period Ended December 31, 2014	12 Month Period Ended December 31, 2013
Preferred Stock, Series D – Shares			
At beginning of year	2,700	2,700	17,200
Preferred stock converted to common	(2,700)	—	(14,500)
At end of year	—	2,700	2,700
Common Stock – Shares			
At beginning of year	7,131,875	6,990,215	6,284,684
Preferred stock converted to common	2,700	—	14,500
Common stock issued for cash	—	—	366,045
Common stock issued for subsidiary stock option settlement	333,333	—	—
Common stock issued for settlement of senior convertible notes	—	107,512	296,030
Common stock issued for services	66,525	34,148	28,956
1 for 12 reverse stock split share round up	6,678	—	—
At end of year	7,541,111	7,131,875	6,990,215
Preferred Stock, Series D			
At beginning of year	$ 3	$ 3	$ 21
Preferred stock converted to common	(3)	—	(18)
At end of year	$ —	$ 3	$ 3
Common Stock			
At beginning of year	$ 8,558	$ 8,388	$ 7,542
Preferred stock converted to common	3	—	18
Common stock issued for subsidiary stock option settlement	400	—	—
Common stock issued for cash	—	—	438
Common stock issued for settlement of senior convertible notes	—	129	355
Common stock issued for services	80	41	35
Effect of 1 for 12 reverse stock split	(8,287)	—	—
At end of year	$ 754	$ 8,558	$ 8,388
Paid-in Capital			
At beginning of year	$ 198,323,630	$ 193,272,576	$ 144,446,574
Common stock issued for settlement of senior convertible notes	—	2,420,734	9,279,887
Common stock issued for services	98,534	—	—
Common stock issued for cash	—	—	10,360,896
Share-based compensation	2,348,751	2,380,320	2,617,278
Sale of subsidiary stock	—	—	27,500,000
Purchase of subsidiary stock	—	—	(1,250,000)
Settlement of financing fee with subsidiary stock	—	250,000	—
Settlement of vendor payable with subsidiary stock	—	—	625,000
Retained earnings of subsidiary acquisition	—	—	(307,059)
Gain on debt restructuring from asset purchase agreement	891,346	—	—
Common stock issued for subsidiary stock option settlement	2,519,600	—	—
Subsidiary shares issued for services	250,000	—	—
Subsidiary acquisition	(2,000)	—	—
Effect of 1 for 12 reverse stock split	8,287	—	—
At end of year	$ 204,438,148	$ 198,323,630	$ 193,272,576
Accumulated Deficit			
At beginning of year	$ (202,427,252)	$ (175,954,138)	$ (165,212,866)
Net (loss)	(18,207,163)	(26,473,114)	(10,741,272)
At end of year	$ (220,634,415)	$ (202,427,252)	$ (175,954,138)
Non-controlling Interest			
At beginning of year	$ (6,309,411)	$ (4,120,037)	$ —
Net (loss)	(3,044,082)	(2,189,374)	(4,120,037)
At end of year	(9,353,493)	(6,309,411)	(4,120,037)
Total stockholders' equity/(deficit)	$ (25,549,006)	$ (10,404,472)	$ 13,206,790

The accompanying notes are an integral part of these financial statements.

ODYSSEY MARINE EXPLORATION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	12 Month Period Ended December 31, 2015	12 Month Period Ended December 31, 2014	12 Month Period Ended December 31, 2013
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net (loss) before non-controlling interest	$(21,251,245)	$(28,662,488)	$(14,861,309)
Adjustments to reconcile net loss to net cash (used) in operating activities:			
Loan fee amortization	—	15,046	185,113
Note payable interest accretion	2,278,411	587,948	1,961,069
Senior convertible debt interest settled with common stock issuance	—	73,037	671,548
Share-based compensation	2,697,365	2,227,235	2,451,565
Depreciation and amortization	1,419,295	5,510,909	1,937,641
Reversal of bad debt provision	—	(522,500)	—
Investment in consolidated entity	—	—	(301,093)
Deferred revenue settled with zero basis stock of unconsolidated entity	—	—	(440,054)
Change in derivatives liabilities fair value	1,175,971	(1,001,679)	(4,385,380)
Loss in unconsolidated entity	—	522,500	—
Settlement of vendor payable with subsidiary stock	—	—	625,000
Loss on sale of property	29,404	—	—
Gain on transfer of assets and settlement of debt	(5,611,907)	—	—
Inventory mark down	151,922	—	—
Common stock issued for subsidiary stock option settlement	2,520,000	—	—
Noncash interest expense incurred from debt settlement	67,422	—	—
(Increase) decrease in:			
Accounts receivable	(615,991)	(6,269,044)	1,792,266
Inventory	1,189,123	(264,904)	472,715
Other assets	265,077	2,003,546	(2,042,713)
Increase (decrease) in:			
Accounts payable	(3,503,353)	(242,041)	1,515,694
Accrued expenses and other	2,024,299	(2,532,143)	(8,684,797)
Deferred income and revenue participation rights	—	—	(555,064)
NET CASH (USED) IN OPERATING ACTIVITIES	(17,164,207)	(28,554,578)	(19,657,799)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from sale of real estate	850,000	—	—
Acquisition of subsidiary	(2,000)	—	—
Purchase of property and equipment	(48,411)	(2,968,197)	(4,504,779)
NET CASH PROVIDED BY (USED) IN INVESTING ACTIVITIES	799,589	(2,968,197)	(4,504,779)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from issuance of common stock	—	—	10,361,336
Proceeds from issuance of loan payable	16,750,001	17,684,514	10,000,000
Restricted cash held as collateral on loans payable	520,728	10,165,004	(10,408,826)
Purchase of subsidiary stock	—	—	(1,250,000)
Proceeds from sale of subsidiary stock	—	—	27,500,000
Repayment of mortgage and loans payable	(1,808,344)	(14,505,450)	(814,089)
NET CASH PROVIDED BY FINANCING ACTIVITIES	15,462,385	13,344,068	35,388,421
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(902,233)	(18,178,707)	11,225,843
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	3,143,550	21,322,257	10,096,414
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 2,241,317	$ 3,143,550	$ 21,322,257
SUPPLEMENTARY INFORMATION:			
Interest paid	$ 1,419,224	$ 989,601	$ 623,160
Income taxes paid	$ —	$ 15,000	$ —
NON-CASH TRANSACTIONS:			
Accrued compensation paid by equity instruments	$ —	$ 113,126	$ 165,748
Equipment purchased with financing	$ —	$ —	$ 756,795
Debt and interest payments with common shares	$ —	$ 2,347,826	$ 8,608,694
Investment in unconsolidated entity per debt conversion into entity shares (See NOTE I)	$ —	$ 522,500	$ —

The accompanying notes are an integral part of these financial statements.

Summary of Significant Non-Cash Transactions

During 2013 we transferred 500,000 shares of Oceanica Resources, S.R.L. held by our wholly owned subsidiary Odyssey Marine Enterprises, Ltd. for $625,000 of marine services. The shares were valued based on the two most recent transactions in Oceanica shares at $1.25 per share.

In 2014 we reclassified our $1,840,404 service obligation from Deferred income and revenue participation rights to Accounts Payable.

On December 10, 2015 we entered into an acquisition agreement with Monaco Financial, LLC in which assets with a carrying value of $13.5 million were consideration for the termination and or settlement of debt totaling $20.1 million. See NOTE S for further information.

The accompanying notes are an integral part of these financial statements.

ODYSSEY MARINE EXPLORATION, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE A – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Odyssey Marine Exploration, Inc. and subsidiaries (the "Company," "Odyssey," "us," "we" or "our") is engaged in deep-ocean exploration. Our innovative techniques are currently applied to mineral exploration, shipwreck cargo recovery, and other marine survey and exploration charter services. Our corporate headquarters are located in Tampa, Florida.

Summary of Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist in understanding our financial statements. The financial statements and notes are representations of the Company's management who are responsible for their integrity and objectivity and have prepared them in accordance with our customary accounting practices.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its direct and indirect wholly owned subsidiaries, Odyssey Marine Services, Inc., OVH, Inc., Odyssey Retriever, Inc., Odyssey Marine Entertainment, Inc., Odyssey Marine Enterprises, Ltd., Marine Exploration Holdings, LLC, Odyssey Marine Management, Ltd., Oceanica Marine Operations, S.R.L., Aldama Mining Company, S. De R.L. De C.V., Telemachus Minerals, S. De R.L. De C.V. and majority interest in Oceanica Resources, S.R.L. and Exploraciones Oceanicas, S. De R.L. De C.V. Equity investments in which we exercise significant influence but do not control and of which we are not the primary beneficiary are accounted for using the equity method. All significant inter-company and intra-company transactions and balances have been eliminated. The results of operations attributable to the non-controlling interest are presented within equity and net income, and are shown separately from the Company's equity and net income attributable to the Company. Some of the existing inter-company balances, which are eliminated upon consolidation, include features allowing the liability to be converted into equity, which if exercised, could increase the direct or indirect interest of the Company in the non-wholly owned subsidiaries.

Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Revenue Recognition and Accounts Receivable

In accordance with Topic A.1. in SAB 13: Revenue Recognition, exhibit and expedition charter revenue is recognized ratably when realized and earned as time passes throughout the contract period as defined by the terms of the agreement. Expenses related to the exhibit and expedition charter revenue (also referred to as "marine services" revenue) are recorded as incurred and presented under the caption "Operations and research" on our Consolidated Statements of Income.

In 2014, we were contracted by the Receiver of Recovery Limited Partnership (RLP) to recover gold and other cargo from the shipwreck SS *Central America* . RLP is the salvor in possession of the shipwreck SS *Central America* . Our agreement allowed for the reimbursement of Priority Recoupment costs, which were based on pre-defined and quantifiable contractual amounts. Priority Recoupment related to recoupment of operating and recovery expenses associated with this project. Operating and recovery expenses consist of mobilization costs and vessel-related expenses such as ships' crew, provisions, fuel and specialized off-shore equipment. These expenses are charged to the Consolidated Statements of Operations as incurred, and the priority recoupment was recorded as a benefit (credit to expense) in the period we become assured of recoupment. These costs were to be recouped out of first cash proceeds from the monetization of recovered cargo items that are split 80% to us and 20% to RLP. After the Priority Recoupment was to be paid in full, subsequent cash proceeds were to be split 45% to us and 55% to RLP, at which point in time these proceeds would have been recorded as revenue. Staff Accounting Bulletin 13 requires four criteria to be present before recognizing revenue. These criteria are: collection is probable, delivery of goods or services are complete, persuasive evidence of an arrangement exists and the price

or amount can be determined. Priority cost recoupment is not revenue, but the same criteria are applied when determining to recognize or not. We recovered a significant amount of gold and other valuable cargo, and based on an independent expert review of the recovered cargo, our Priority Recoupment was reasonably assured of being collected when the gold and other valuable cargo was to be monetized. To the extent the appraised value exceeded our priority recoupment and we would have been able to accurately measure or quantify a dollar amount for our 45% interest in these additional cash proceeds, we would have recorded record revenue at that time. The value of future monetization was based on what the market will bear, which is undeterminable at this time and, therefore, there is no revenue recognition related to our 45% portion of proceeds in excess of the Priority Recoupment. We recorded the Priority Recoupment amounts as a receivable in 2014 and carried them on our consolidated balance sheets until December 10, 2015. On December 10, 2015, we sold the Priority Recoupment receivable and all other eventual financial interests in the eventual monetization of the cargo recovered from the SS *Central America* shipwreck to Monaco Financial, LLC and its affiliates, see NOTE D regarding the SS *Central America* .

Bad debts are recorded as identified and, from time to time, a specific reserve allowance will be established when required. A return allowance is established for sales that have a right of return. Accounts receivable is stated net of any recorded allowances.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and cash in banks. We also consider all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Inventory

Prior to December 10, 2015, Odyssey held two main types of inventory: (i) artifacts and coins held for re-sale and exhibits, and (ii) merchandise inventory for re-sale. On December 10, 2015, we sold all of the existing inventory items to Monaco Financial, LLC and its affiliates (See NOTE S).

Our inventory principally consisted of cargo recovered from the SS *Republic* shipwreck, other artifacts, general branded merchandise and related packaging material. Inventoried costs of recovered cargo include the costs of recovery, conservation and administrative costs to obtain legal title to the cargo. Administrative costs are generally legal fees or insurance settlements required in order to obtain clear title. The capitalized recovery costs include direct costs such as vessel and related equipment operations and maintenance, crew and technical labor, fuel, provisions, supplies, port fees and depreciation. Conservation costs include fees paid to conservators for cleaning and preserving the cargo and the artifacts. We continually monitor the recorded aggregate costs of the recovered cargo in inventory to ensure these costs do not exceed the net realizable value. Historical sales, publications or available public market data are used to assess market value.

Packaging materials and merchandise were recorded at average cost. We recorded our inventory at the lower of cost or market.

Costs associated with the above noted items are the costs included in our costs of goods. Vessel costs associated with expedition revenue as well as exhibit costs are not included in cost of goods sold. Vessel costs include, but are not limited to, charter costs, fuel, crew and port fees. Vessel and exhibit costs are included in Operations and research in the Consolidated Statements of Income.

Long-Lived Assets

Our policy is to recognize impairment losses relating to long-lived assets in accordance with the Accounting Standards Codification (“ASC”) topic for Property, Plant and Equipment. Decisions are based on several factors, including, but not limited to, management’s plans for future operations, recent operating results and projected cash flows.

Property and Equipment and Depreciation

Property and equipment is stated at historical cost. Depreciation is calculated using the straight-line method at rates based on the assets’ estimated useful lives which are normally between three and thirty years. Leasehold improvements are amortized over their estimated useful lives or lease term, if shorter. Major overhaul items (such as engines or generators) that enhance or extend the useful life of vessel related assets qualify to be capitalized and depreciated over the useful life or remaining life of that asset, whichever is shorter. Certain major repair items required by industry standards to ensure a vessel’s seaworthiness also qualify to be capitalized and depreciated over the period of time until the next scheduled planned major maintenance for that item. All other repairs and maintenance are accounted for under the direct-expensing method and are expensed when incurred.

Earnings Per Share

See NOTE O regarding our 1-for-12 reverse stock split. Share related amounts have been retroactively adjusted in this report to reflect this reverse stock-split.

Basic earnings per share (EPS) is computed by dividing income available to common stockholders by the weighted-average number of common shares outstanding for the period. In past periods when the Company generated income, the Company calculated basic earnings per share ("EPS") using the two-class method pursuant to ASC 260 *Earnings Per Share.* The two-class method was required effective with the issuance of the Senior Convertible Note we issued in the past because the note qualified as a participating security, giving the holder the right to receive dividends should dividends be declared on common stock. Under the two-class method, earnings for the period are allocated on a pro-rata basis to the common stockholders and to the holders of Convertible Notes based on the weighted average number of common shares outstanding and number of shares that could be converted. These notes have since been terminated. The Company does not use the two-class method in periods when it generates a loss as the holders of the Convertible Notes do not participate in losses.

Diluted EPS reflects the potential dilution that would occur if dilutive securities and other contracts to issue Common Stock were exercised or converted into Common Stock or resulted in the issuance of Common Stock that then shared in our earnings. We use the treasury stock method to compute potential common shares from stock options and warrants and the if-converted method to compute potential common shares from Preferred Stock, Convertible Notes or other convertible securities. As it relates solely to the Senior Convertible Note, for diluted earnings per share, the Company uses the more dilutive of the if-converted method or two-class method. When a net loss occurs, potential common shares have an anti-dilutive effect on earnings per share and such shares are excluded from the Diluted EPS calculation.

At December 31, 2015, 2014 and 2013 the weighted average common shares outstanding were 7,413,602, 7,072,553 and 6,677,402, respectively. For the periods ending December 31, 2015, 2014 and 2013 in which net losses occurred; all potential common shares were excluded from Diluted EPS because the effect of including such shares would be anti-dilutive.

The potential common shares, in the table following, represent potential common shares calculated using the treasury stock method from outstanding options and warrants that were excluded from the calculation of Diluted EPS:

	2015	2014	2013
Average market price during the period	$6.36	$18.36	$ 35.52
In the money potential common shares from options excluded	—	—	12,180
In the money potential common shares from warrants excluded	—	—	7,697

Potential common shares from out-of-the-money options and warrants were also excluded from the computation of diluted earnings per share because calculation of the associated potential common shares has an anti-dilutive effect. The following table lists options and warrants that were excluded from diluted EPS.

	2015	2014	2013
Out of the money options and warrants excluded:			
Stock Options with an exercise price of $12.48 per share	137,667	—	—
Stock Options with an exercise price of $12.84 per share	4,167	—	—
Stock Options with an exercise price of $20.88 per share	—	4,313	—
Stock Options with an exercise price of $26.40 per share	79,370	80,801	—
Stock Options with an exercise price of $32.76 per share	53,706	53,706	—
Stock Options with an exercise price of $32.88 per share	—	52,820	—
Stock Options with an exercise price of $34.68 per share	78,707	81,985	—
Stock Options with an exercise price of $39.00 per share	8,333	8,333	8,333
Stock Options with an exercise price of $40.80 per share	—	8,333	8,333
Stock Options with an exercise price of $41.16 per share	3,333	3,333	3,333
Stock Options with an exercise price of $42.00 per share	8,333	8,333	28,750
Stock Options with an exercise price of $46.80 per share	1,667	1,667	1,667
Stock Options with an exercise price of $48.00 per share	—	—	4,375
Warrants with an exercise price of $43.20 per share	130,208	130,208	130,208
Total anti-dilutive warrants and options excluded from EPS	505,491	433,832	185,000

Potential common shares from outstanding Convertible Preferred Stock calculated per the if-converted basis having an anti-dilutive effect on diluted earnings per share were excluded from potential common shares as follows:

	2015	2014	2013
Excluded Convertible Preferred Stock	—	2,700	2,700

The weighted average equivalent common shares relating to our unvested restricted stock awards that were excluded from potential common shares used in the earning per share calculation due to having an anti-dilutive effect are:

	2015	2014	2013
Excluded unvested restricted stock awards	92,587	44,138	12,669

The following is a reconciliation of the numerators and denominators used in computing basic and diluted net income per share:

	12 Month Period Ended December 31, 2015	12 Month Period Ended December 31, 2014	12 Month Period Ended December 31, 2013
Net loss	$(18,207,163)	$(26,473,114)	$(10,741,272)
Cumulative dividends on Series G Preferred Stock	—	—	—
Numerator, basic and diluted net loss available to stockholders	$(18,207,163)	$(26,473,114)	$(10,741,272)
Denominator:			
Shares used in computation – basic:			
Weighted average common shares outstanding	7,413,602	7,702,553	6,677,402
Shares used in computation – diluted:			
Weighted average common shares outstanding	7,413,602	7,702,553	6,677,402
Net loss per share – basic and diluted	$ (2.46)	$ (3.74)	$ (1.61)

Income Taxes

Income taxes are accounted for using an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases. A valuation allowance is provided when it is more likely than not that some portion or the entire deferred tax asset will not be realized.

Stock-based Compensation

Our stock-based compensation is recorded in accordance with the guidance in the ASC topic for *Stock-Based Compensation* (See NOTE O).

Fair Value of Financial Instruments

Financial instruments consist of cash, evidence of ownership in an entity, and contracts that both (i) impose on one entity a contractual obligation to deliver cash or another financial instrument to a second entity, or to exchange other financial instruments on potentially unfavorable terms with the second entity, and (ii) conveys to that second entity a contractual right (a) to receive cash or another financial instrument from the first entity, or (b) to exchange other financial instruments on potentially favorable terms with the first entity. Accordingly, our financial instruments consist of cash and cash equivalents, accounts receivable, accounts payable, accrued liabilities, derivative financial instruments and mortgage and loans payable. We carry cash and cash equivalents, accounts payable and accrued liabilities, and mortgage and loans payable at the approximate fair market value, and, accordingly, these estimates are not necessarily indicative of the amounts that we could realize in a current market exchange. We carry derivative financial instruments at fair value as is required under current accounting standards. Redeemable preferred stock has been carried at historical cost and accreted carrying values to estimated redemption values over the term of the financial instrument.

Derivative financial instruments consist of financial instruments or other contracts that contain a notional amount and one or more underlying variables (e.g., interest rate, security price or other variable), require no initial net investment and permit net settlement. Derivative financial instruments may be free-standing or embedded in other financial instruments. Further, derivative financial instruments are initially, and subsequently, measured at fair value and recorded as liabilities or, in rare instances, assets. See NOTE J for additional information. We generally do not use derivative financial instruments to hedge exposures to cash-flow, market or foreign-currency risks. However, we have entered into certain other financial instruments and contracts with features that are either (i) not afforded equity classification, (ii) embody risks not clearly and closely related to host contracts, or (iii) may be net-cash settled by the counterparty. As required by ASC 815 – *Derivatives and Hedging* , these instruments are required to be carried as derivative liabilities, at fair value, in our financial statements with changes in fair value reflected in our income.

Fair Value Hierarchy

The three levels of inputs that may be used to measure fair value are as follows:

Level 1. Quoted prices in active markets for identical assets or liabilities.

Level 2. Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets with insufficient volume or infrequent transactions (less active markets), or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated with observable market data for substantially the full term of the assets or liabilities. Level 2 inputs also include non-binding market consensus prices that can be corroborated with observable market data, as well as quoted prices that were adjusted for security-specific restrictions.

Level 3. Unobservable inputs to the valuation methodology are significant to the measurement of the fair value of assets or liabilities. Level 3 inputs also include non-binding market consensus prices or non-binding broker quotes that we were unable to corroborate with observable market data.

Redeemable Preferred Stock

If we issue redeemable preferred stock instruments (or any other redeemable financial instrument) they are initially evaluated for possible classification as a liability in instances where redemption is certain to occur pursuant to ASC 480– *Distinguishing Liabilities from Equity* . Redeemable preferred stock classified as a liability is recorded and carried at fair value. Redeemable preferred stock that does not, in its entirety, require liability classification is evaluated for embedded features that may require bifurcation and separate classification as derivative liabilities. In all instances, the classification of the redeemable preferred stock host contract that does not require liability classification is evaluated for equity classification or mezzanine classification based upon the nature of the redemption features. Generally, mandatory redemption requirements or any feature that could require cash redemption for matters not within our control, irrespective of probability of the event occurring, requires classification outside of stockholders' equity. Redeemable preferred stock that is recorded in the mezzanine section is accreted to its redemption value through charges to stockholders' equity when redemption is probable using the effective interest method.

Subsequent Events

We have evaluated subsequent events for recognition or disclosure through the date this Form 10-K is filed with the Securities and Exchange Commission.

NOTE B – CONCENTRATION OF CREDIT RISK

We maintain the majority of our cash at one financial institution. At December 31, 2015, our uninsured cash balance was approximately $2.0 million.

We do not have any outstanding loans that bear variable interest rates thus we do not have any corresponding interest rate risk.

NOTE C – RESTRICTED CASH

As required by the original mortgage loan entered into with Fifth Third Bank (the "Bank") on July 11, 2008, $500,000 was deposited into an interest-bearing account from which principal and interest payments are made. This mortgage loan has since been extended to July 2016. As extended, the new loan called for a restricted cash balance of $400,000 to be funded annually for principal and interest payments (see NOTE K). The balance in the restricted cash account was held as additional collateral by the Bank and was not available for operations. This loan was settled in full in December 2015 and the balance of restricted cash at December 31, 2015, is zero.

During May 2014, we entered into a $10.0 million project loan facility with the Bank (see NOTE K). Per the agreement, we deposited, from the loan proceeds, $500,000 into a restricted bank account to cover principal and interest payments. This account balance was also pledged as additional security for the loan. This loan was amended in 2015 to have a maturity date of December 17, 2015. This loan was satisfied in full before the maturity date in December 2015 and the balance in this account at December 31, 2015, is zero.

NOTE D – ACCOUNTS RECEIVABLE

Our accounts receivable consisted of the following:

	December 31, 2015	December 31, 2014
Trade	$ 2,371,304	$11,053,118
Related party	629,400	—
Other	116,668	54,524
Reserve allowance	(2,315,797)	(4,631,593)
Accounts receivable, net	$ 801,575	$ 6,476,049

The trade receivable balance at December 31, 2015 and December 31, 2014 consists primarily of (i) a trade receivable from Neptune Minerals, Inc. for which a reserve allowance for the full amount, $2,315,797 and $4,631,593 for 2015 and 2014, respectively, has been made, and (ii) in 2014 a trade receivable on our right to a priority cost recoupment on the SS *Central America* shipwreck project. In 2014, we recorded a priority recoupment of costs in the amount $6,290,465 as a reduction to our Operations and research costs. These amounts were based on set and determinable contractual amounts for the recovery of the cargo from the SS *Central America* shipwreck. These determinable amounts defined the fixed obligation due to us for our services rendered as it related to Priority Recoupment. See revenue recognition and accounts receivable in NOTE A. In December 2015 as part of the acquisition agreement with a related party we sold 50% of the Neptune Minerals, Inc. receivable as well as 100% of the priority recoupment receivable of $6,290,465 recognized in 2014. It is this same related party that owes us $629,400 at December 31, 2015 for SS *Republic* coins purchased. See NOTE S for further explanation of the asset purchase agreement.

NOTE E – INVENTORY

Our inventory consists of the following:

	December 31, 2015	December 31, 2014
Recovered cargo	$ —	$ 5,681,264
Packaging	—	70,560
Merchandise	—	405,467
Merchandise reserve	—	(371,332)
Total Inventory (current and non-current)	$ —	$ 5,785,959

Based on our estimates of the timing of future sales, $0 and $5,110,967 of artifact inventory for the fiscal years ended 2015 and 2014 were classified as non-current. In December 2015, we sold our inventory as part of an acquisition agreement executed with a related party. For further information on this, see NOTE S. We do not include the recovered cargo from the SS *Central America* shipwreck in inventory since this recovered cargo is the property of the receiver pursuant to the master services agreement between us and the receiver.

NOTE F – OTHER CURRENT ASSETS

Our other current assets consist of the following:

	December 31, 2015	December 31, 2014
Prepaid expenses	$ 497,118	$ 650,157
Deposits	5,580	5,505
Total other current assets	$ 502,698	$ 655,662

For the period ended December 31, 2015, prepaid expenses consisted of $292,674 of prepaid insurance premiums, $105,707 for vessel fuel not consumed from a terminated charter for which we are due a credit and $98,737 for other operating prepaid costs. For the period ended December 31, 2014, prepaid expenses consisted of $360,962 of prepaid insurance premiums, $168,731 for vessel fuel not yet consumed, $29,180 of deferred financing fees, and $91,284 of other operating prepaid costs. All prepaid expenses, except fuel, are amortized on a straight-line basis over the term of the underlying agreements. Fuel is expensed based on actual usage. Deposits are held by various entities for equipment, services, and in accordance with agreements in the normal course of business.

NOTE G – PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	December 31, 2015	December 31, 2014
Building, improvements and land	$ —	$ 3,758,686
Building and land held for sale	—	1,024,999
Computers and peripherals	1,332,767	1,613,744
Furniture and office equipment	2,003,731	2,376,650
Vessel and equipment	19,123,758	19,123,758
Exhibits and related	—	1,781,193
	22,460,256	29,679,030
Less: Accumulated depreciation	(19,633,420)	(22,443,492)
Property and equipment, net	$ 2,826,836	$ 7,235,538

In December 2014, we put one of our two buildings in Tampa up for sale. This sale was completed in March 2015. In 2014, we ceased our long-term charter of the *Dorado Discovery* vessel resulting in an impairment charge related to the equipment we maintained on this vessel. In the second half of 2014, we recorded accelerated depreciation on this equipment for an additional depreciation charge of $3.0 million. In December 2015, our headquarter building and exhibit assets were sold as part of an asset purchase agreement with a related party. See NOTE S for further explanation on this item.

NOTE H – OTHER LONG-TERM ASSETS

Other long-term assets consist of the following:

	December 31, 2015	December 31, 2014
Recovered cargo	$ —	$ 730,463
Deposits	540,590	541,590
Total other long-term assets	$ 540,590	$ 1,272,053

The 2014 recovered cargo balance consists primarily of SS *Republic* coins and silver bullion bars from the SS *Gairsoppa* silver recovery and other artifacts. Deposits for both years include $432,500 on account with the United Kingdom's Ministry of Defense relating to the expense deposits for HMS *Sussex* and $100,000 deposit to fund conservation and documentation of any artifacts recovered. Theses HMS *Sussex* deposits are refundable in their entirety, net of approved Ministry of Defense related expenses. Other deposits are held by various vendors for services, and in accordance with agreements in the normal course of business. The recovered cargo was sold as part of the acquisition agreement executed in December 2015 with a related party. See NOTE S for further explanation.

NOTE I – INVESTMENT IN UNCONSOLIDATED ENTITY

Neptune Minerals, Inc.

At December 31, 2014 and prior to December 10, 2015, we owned 6,190,201 shares of non-voting stock in Neptune Minerals, Inc. ("NMI"). These non-voting shares were comprised of 6,184,976 of Class B Common non-voting shares and 5,225 Series A Preferred non-voting shares. This represented approximately a 28% ownership interest in NMI. On December 10, 2015, we sold 50% of these shares as part of an asset purchase agreement with a related party. See NOTE S for further information. The 50% of NMI shares sold amounted to 3,092,488 Class B Common non-voting shares and 2,613 Series A Preferred non-voting shares. Our NMI shares remaining at December 31, 2015 are 3,092,488 Class B Common non-voting shares and 2,612 Series A Preferred non-voting shares. Our holdings now constitute an approximate 14% ownership in NMI.

At December 31, 2015, our estimated share of unrecognized DOR (NMI) equity-method losses are approximately $20.7 million. We have not recognized the accumulated $20.7 million in our income statement because these losses exceeded our investment in DOR (NMI). Our investment has a carrying value of zero as a result of the recognition of our share of prior losses incurred by NMI under the equity method of accounting. We believe it is appropriate to allocate this loss carryforward of $20.7 million to any incremental NMI investment that may be recognized on our balance sheet in excess of zero. The aforementioned loss carryforward is based on NMI's last unaudited financial statements as of December 31, 2014. We do reasonably believe NMI's for 2015 are minimal. We do not have any guaranteed obligations to NMI, nor are we otherwise committed to provide financial support. Even though we were not obligated, during July 2013, we, along with a second creditor, loaned funds to NMI of which our share was $500,000, and this indebtedness was evidenced by a convertible note. This funding was not for the purpose of funding NMI's prior losses but for current requirements. Per ASC 323-10-35-29: *Additional Investment After Suspension of Loss Recognition* , we concluded this loan did not increase our ownership nor was it to be considered in-substance stock. Based on the financial position of NMI at December 31, 2013, we reserved for this note in its entirety. This note carried an interest rate of 6% per annum and matured on April 26, 2014. The note contained a mandatory conversion clause if the note remained unpaid at maturity. In April 2014, the note was converted into 5,225 shares of Series A Preferred non-voting stock. These shares are convertible into 522,500 shares of Class B non-voting common stock and require no further exchange of consideration for conversion. As a result of this conversion of the loan into equity, we recognized $522,500 of additional investment in NMI and appropriately wrote it down to the loss in unconsolidated entity in 2014.

Although we are a shareholder of NMI, we have no representation on the board of directors or in management of NMI and do not hold any Class A voting shares. We are not involved in the management of NMI nor do we participate in their policy-making. At December 31, 2015, the net carrying value of our investment in NMI was zero in our consolidated financial statements.

Chatham Rock Phosphate, Ltd.

During the period ended June 30, 2012, we performed deep-sea mining exploratory services for Chatham Rock Phosphate, Ltd. ("CRP") valued at $1,680,000. As payment for these services, CRP issued 9,320,348 of ordinary shares to us. The shares currently represent an approximate 3% equity stake in CRP. With CRP being a thinly traded stock on the New Zealand Stock Exchange and guidance per ASC 320: *Debt and Equity Securities* regarding readily determinable fair value, we believe it was appropriate to not recognize this amount as an asset nor as revenue during that period. At December 31, 2015, the net carrying value of our investment in CRP was zero in our consolidated financial statements.

NOTE J - DERIVATIVE FINANCIAL INSTRUMENTS

The following tables summarize the components of our derivative liabilities and linked common shares as of December 31, 2015 and December 31, 2014 and the amounts that were reflected in our income related to our derivatives for the periods then ended:

	December 31, 2015	December 31, 2014
Derivative liabilities:		
Embedded derivatives derived from:		
2014 Convertible Promissory Notes	$ 3,396,191	$ 2,115,318
	3,396,191	2,115,318
Warrant derivatives		
Senior Convertible Notes	6,225	111,127
Warrant derivatives	6,225	111,127
Total derivative liabilities	$ 3,402,416	$ 2,226,445

	December 31, 2015	December 31, 2014
Common shares linked to derivative liabilities:		
Embedded derivatives:		
2014 Convertible Promissory Notes*	3,174,604	3,174,604
	3,174,604	3,174,604
Warrant derivatives		
Senior Convertible Notes	130,208	130,208
	130,208	130,208
Total common shares linked to derivative liabilities	3,304,812	3,304,812

* The common shares indexed to the 2014 Convertible Promissory Notes are shares indexed to Oceanica.

	Years ended December 31, 2015	2014
Derivative income (expense):		
Unrealized gains (losses) from fair value changes:		
Senior Convertible Notes	$ —	$ 47,243
2014 Convertible Promissory Notes	(1,280,873)	141,983
Warrant derivatives	104,902	812,453
Total derivative income (expense)	$(1,175,971)	$1,001,679

Current accounting principles that are provided in ASC 815 - *Derivatives and Hedging* require derivative financial instruments to be classified in liabilities and carried at fair value with changes recorded in income. In addition, the standards do not permit an issuer to account separately for individual derivative terms and features embedded in hybrid financial instruments that require bifurcation and liability classification as derivative financial instruments. Rather, such terms and features must be bundled together and fair valued as a single, compound embedded derivative. We have selected the Monte Carlo Simulations valuation technique to fair value the compound embedded derivative because we believe that this technique is reflective of all significant assumption types, and ranges of assumption inputs, that market participants would likely consider in transactions involving compound embedded derivatives. Such assumptions include, among other inputs, interest risk assumptions, credit risk assumptions and redemption behaviors in addition to traditional inputs for option models such as market trading volatility and risk free rates. We have selected Binomial Lattice to fair value our warrant derivatives because we believe this technique is reflective of all significant assumption types market participants would likely consider in transactions involving freestanding warrants derivatives. The Monte Carlo Simulations technique is a level three valuation technique because it requires the development of significant internal assumptions in addition to observable market indicators.

Significant inputs and results arising from the Monte Carlo Simulations process are as follows for the share purchase options that have been bifurcated from our Monaco Notes and classified in liabilities as of December 31, 2015, December 31, 2014 and the inception dates (Tranche 1 – August 14, 2014, Tranche 2 – October 1, 2014, Tranche 3 – December 1, 2014):

Tranche 1 – August 14, 2014:	December 31, 2015	December 31, 2014	August 14, 2014
Underlying price on valuation date*	$2.50	$2.50	$2.50
Contractual conversion rate	$3.15	$3.15	$3.15
Contractual term to maturity**	2.00 Years	1.62 Years	2.00 Years
Implied expected term to maturity	1.82 Years	1.51 Years	1.85 Years
Market volatility:			
Range of volatilities	85.2% - 109.8%	58.5% - 78.1%	37.0% - 62.2%
Equivalent volatilities	98.1%	69.7%	51.2%
Contractual interest rate	11.00%	8.0% - 11.0%	8.0% - 11.0%
Equivalent market risk adjusted interest rates	11.00%	9.50%	9.50%
Range of credit risk adjusted yields	3.29% - 4.22%	4.66% - 5.27%	3.94% - 4.45%
Equivalent credit risk adjusted yield	3.76%	4.86%	4.15%

Tranche 2 – October 1, 2014:	December 31, 2015	December 31, 2014	October 1, 2014
Underlying price on valuation date*	$2.50	$2.50	$2.50
Contractual conversion rate	$3.15	$3.15	$3.15
Contractual term to maturity**	2.00 Years	1.75 Years	2.00 Years
Implied expected term to maturity	1.82 Years	1.60 Years	1.79 Years
Market volatility:			
Range of volatilities	85.2% - 109.8%	60.1% - 80.5%	58.6% - 75.3%
Equivalent volatilities	98.1%	70.4%	68.00%
Contractual interest rate	11.00%	8.0% - 11.0%	8.0% - 11.0%
Equivalent market risk adjusted interest rates	11.00%	9.50%	9.25%
Range of credit risk adjusted yields	3.29% - 4.22%	4.66% - 5.27%	3.97% - 4.61%
Equivalent credit risk adjusted yield	3.76%	4.91%	4.24%

Tranche 3 – December 1, 2014:	December 31, 2015	December 31, 2014	December 1, 2014
Underlying price on valuation date*	$2.50	$2.50	$2.50
Contractual conversion rate	$3.15	$3.15	$3.15
Contractual term to maturity**	2.00 Years	1.92 Years	2.00 Years
Implied expected term to maturity	1.82 Years	1.72 Years	1.76 Years
Market volatility:			
Range of volatilities	85.2% - 109.8%	59.8% - 78.1%	61.8% - 79.8%
Equivalent volatilities	98.1%	69.5%	72.2%
Contractual interest rate	11.00%	8.0% - 11.0%	8.0% - 11.0%
Equivalent market risk adjusted interest rates	11.00%	9.25%	9.25%
Range of credit risk adjusted yields	3.29% - 4.22%	4.66% - 5.27%	4.29% - 4.84%
Equivalent credit risk adjusted yield	3.76%	4.91%	4.52%

* The instrument is convertible into shares of the Company's subsidiary, Oceanica, which is not a publicly-traded entity. Therefore its shares do not trade on a public exchange. As a result, the underlying value must be based on private sales of the subsidiary's shares because that is the best indicator of the value of the shares. There has been a sale of Oceanica's shares in which a private investor accumulated 24% of the shares of which their last purchase price was for $2.50 per share in December 2013. Accordingly the underlying price used in the MCS calculations for the inception dates and years ended December 31, 2015 and 2014 was $2.50.

** On December 10, 2015 the term was extended to December 31, 2017.

The following table reflects the issuances of compound embedded derivatives, redemptions and changes in fair value inputs and assumptions related to the compound embedded derivatives during the years ended December 31, 2015 and 2014.

	For the years ended December 31,	
	2015	2014
Balances at January 1	$ —	$ 47,243
Issuances	—	—
Expirations from redemptions of host contracts reflected in income	—	(47,243)
Changes in fair value inputs and assumptions reflected in income	—	—
Balances at December 31	$ —	$ —

The fair value of the compound embedded derivative is significantly influenced by our trading market price, the price volatility in trading and the interest components of the Monte Carlo Simulation technique.

The following table reflects the issuances of the Share Purchase Option derivatives and changes in fair value inputs and assumptions for these derivatives during the years ended December 31, 2015 and 2014.

	For the years ended December 31,	
	2015	2014
Balances at January 1	$2,115,318	$ —
Issuances	—	1,985,079
Changes in fair value inputs and assumptions reflected in income	1,280,873	130,239
Balances at December 31	$3,396,191	$2,115,318

The fair value of all Share Purchase Option derivatives is significantly influenced by our trading market price, the price volatility in trading and the risk free interest components of the Binomial Lattice technique.

On October 11, 2010, we also issued warrants to acquire 1,800,000 of our common shares in connection with the Series G Convertible Preferred Stock Financing. During April 4-8, 2011, we issued warrants to acquire 525,000 of our common shares in connection the Series G Convertible Preferred Stock and Warrant Settlement Transaction. Finally, on November 8, 2011, we issued warrants to acquire 1,302,083 of our common shares in connection with the Senior Convertible Note Financing Transaction. These warrants required liability classification as derivative financial instruments because certain down-round anti-dilution protection or price protection features included in the warrant agreements are not consistent with the concept of equity. We applied the Binomial Lattice valuation technique in estimating the fair value of the warrants because we believe that this technique is most appropriate and reflects all of the assumptions that market participants would likely consider in transactions involving the warrants, including the potential incremental value associated with the down-round anti-dilution protections.

The Binomial Lattice technique is a level three valuation technique because it requires the development of significant internal assumptions in addition to observable market indicators. All remaining warrants linked to 1,725,000 shares of common stock were exercised on October 11, 2013.

All remaining warrants linked to 525,000 shares of common stock expired unexercised on April 13, 2014. Therefore, the warrants linked to 525,000 shares of common stock were not outstanding as of December 31, 2015 or December 31, 2014.

Significant assumptions and utilized in the Binomial Lattice process are as follows for the warrants linked to 130,208 shares of common stock as of December 31, 2015 and December 31, 2014:

	December 31	
	2015	2014
Linked common shares	130,208	130,208
Quoted market price on valuation date	$3.24	$11.16
Contractual exercise rate	$43.20	$43.20
Term (years)	1.35	2.40
Range of market volatilities	92.9% - 113.2%	59.9% - 73.9%
Risk free rates using zero coupon US Treasury Security rates	0.16% - 0.65%	0.04% - 0.67%

Of the 108,507 common shares for which the warrant issued on November 8, 2011 could be exercised, 36,169 of those common shares were accessible only based upon the Company’s election to require the lender to provide the additional financing. When the lender provided additional financing of $8,000,000 on May 10, 2012, the additional 36,169 of common shares became accessible. Warrants indexed to an additional 260,417 were issued in conjunction with the additional financing.

The following table reflects the issuances of derivative warrants and changes in fair value inputs and assumptions related to the derivative warrants during the years ended December 31, 2015 and 2014.

	Years ended December 31, 2015	2014
Balances at January 1	$ 111,127	$ 923,580
Changes in fair value inputs and assumptions reflected in income	(104,902)	(812,453)
Balances at December 31	$ 6,225	$ 111,127

The fair value of all warrant derivatives is significantly influenced by our trading market price, the price volatility in trading and the risk free interest components of the Binomial Lattice technique.

NOTE K – MORTGAGE AND LOANS PAYABLE

The Company's consolidated mortgages and notes payable consisted of the following at December 31, 2015 and 2014:

	December 31, 2015	December 31, 2014
Term loan	$ —	$ 4,000,000
Project term loans	3,449,631	15,502,422
Promissory note	14,750,001	—
Mortgages payable	—	1,662,459
	$18,199,632	$21,164,881

Term Loan

Our term loan with Fifth Third Bank, which was a result of amending its predecessor during July 2013 and September 2015, had a maturity date of December 17, 2015. This facility bore floating interest at the one-month LIBOR rate as reported in the *Wall Street Journal* plus 500 basis points. Beginning January 2014, we were required to make semi-annual payments of $500,000. Any prepayments made in full or in part were without premium or penalty. No restricted cash payments were required to be kept on deposit. This facility had substantially the same terms as its predecessors as disclosed in our previous Securities and Exchange Commission's filings.

This term loan was secured by our remaining numismatic coins recovered from the SS *Republic* shipwreck, which balance was reduced over the term by the amount of coins sold by us. The coins that were used as collateral were held by a custodian for the security of the Bank. The carrying value of the borrowing base was not to exceed forty percent (40%) of the eligible coin inventory valued on a rolling twelve-month wholesale average value. All three of the Bank loans were cross-collateralized. The Company was required to comply with a number of customary covenants. The significant covenants included: maintaining insurance on the inventory; ensuring the collateral is free from encumbrances without the consent of the Bank, the Company cannot merge or consolidate with or into any other corporation or entity nor can the Company enter into a material debt agreement with a third party without approval. In December 2015, we entered into an acquisition agreement with Monaco Financial, LLC., a related party, which resulted in the full settlement of this loan prior to its maturity date of December 17, 2015. See NOTE S for further information. At December 31, 2015, the outstanding loan balance for this term loan was zero.

Project Term Loans

Loan one

On August 14, 2014, we entered into a Loan Agreement with Monaco Financial, LLC ("Monaco"), a strategic marketing partner, pursuant to which Monaco agreed to lend us up to $10.0 million, the first $5.0 million of which (the "First Tranche") was advanced upon execution of the Loan Agreement. Subject to the satisfaction of conditions set forth in the Loan Agreement, we had the right to borrow up to an additional $5.0 million in two separate advances of $2.5 million each, which we refer to as the "Second Tranche" and the "Third Tranche." Each of the three advances is evidenced by separate promissory notes (the "Notes"). The Second Tranche was advanced on October 1, 2014, and the Third Tranche was advanced on December 1, 2014. On December 10, 2015, these promissory notes were amended as part of the asset acquisition agreement with Monaco (See NOTE S). The amendment included the following material changes: (i) $2.2 million of the notes was extinguished, (ii) $5.0 million of the notes ceased to bear interest and were only repayable under

certain circumstances from certain sources of cash, and (iii) the maturity date on the notes was extended to December 31, 2017. The outstanding interest-bearing balance of these Notes at December 31, 2015 was $2.8 million. The book carrying value of these notes was $3,449,632 of which $308,844 is classified as short term and $3,140,788 as long term. See "Loan Modification" below. The difference between the outstanding and carrying values, if any, is due to the fair value of derivatives discussed further in NOTE J.

The indebtedness evidenced by the Notes bears interest at 8.0% percent per year until the first anniversary of the note and 11% per annum from the first anniversary through the maturity date. Principal is payable at the maturity date while interest is payable monthly. As consideration for the Notes, the Company (i) entered into a multi-year exclusive agreement in which we granted Monaco an exclusive right to market valuable trade cargo through a marketing joint venture, (ii) assigned to Monaco 100,000 shares of Oceanica Resources S. de. R.L ("Oceanica") and (iii) granted Monaco an option whereby Monaco may purchase shares of Oceanica held by Odyssey at a purchase price which is the lower of (a) $3.15 per share or (b) the price per share of a contemplated equity offering of Oceanica which totals $1,000,000 or more in the aggregate. The option may be exercised (i) by conversion of the outstanding principal, (ii) in cash for up to 50% of the initial principal amount of the Note (exercisable until the end of the term of the note) if the Note has been repaid early at the request of Monaco, or (iii) in cash for up to 100% of the initial principal amount of the Note (exercisable until the end of the term of the note) if the Note has been repaid early at the request of the Company. For collateral, we granted the lender a security interest in the proceeds from the sale of valuable trade cargo whenever held, in excess of the proceeds previously pledged under other arrangements, a certain quantity of our Oceanica shares based on the loan balance and certain marine equipment and technology as evidenced by equity in two of our wholly owned subsidiaries.

Accounting considerations

We have accounted for the three Tranches as a financing transaction, wherein the net proceeds that we received were allocated to the financial instruments issued. Prior to making the accounting allocation, we evaluated the First Tranche for proper classification under ASC 480 *Distinguishing Liabilities from Equity* ("ASC 480") and ASC 815 *Derivatives and Hedging* ("ASC 815").

ASC 815 generally requires the analysis of embedded terms and features that have characteristics of derivatives to be evaluated for bifurcation and separate accounting in instances where their economic risks and characteristics are not clearly and closely related to the risks of the host contract. The material embedded derivative feature consisted of the share purchase option. The share purchase option was not clearly and closely related to the host debt agreement and required bifurcation.

Based on the previous conclusions, we allocated the cash proceeds first to the derivative components at their fair values with the residual allocated to the host debt contract, as follows:

	T1 Allocation	T2 Allocation	T3 Allocation
Promissory Note	$ 3,918,254	$ 1,937,540	$ 1,909,127
Embedded derivative (share purchase option)	831,746	562,460	590,873
Common shares of Oceanica	250,000	—	—
	$ 5,000,000	$ 2,500,000	$ 2,500,000

No value was assigned to the multi-year exclusive marketing agreement (entered into with Monaco at the same time as the Loan Agreement) because the value attributable to the multi-year exclusive marketing agreement is compensatory in nature. The value of the compensation will be determined when i) the valuable trade cargo is recovered, and ii) the marketing and sales activities are successful. Accordingly, the compensation related to the 5% fee will be a period expense in the period incurred, or when a sale takes place. The assignment to Monaco of 100,000 shares of Oceanica was valued at $250,000 and was included as part of the allocation of proceeds. The financing basis allocated to the Notes is subject to amortization with periodic charges to interest expense using the effective interest method. Amortization of these components included in interest expense during the year ended December 31, 2015 amounted to $1,895,263. The derivative components are subject to re-measurement to fair value at the end of each reporting period with the change reflected in income.

Loan modification

In connection with the Acquisition Agreement entered into with Monaco on December 10, 2015, Monaco agreed to restructure the loans as partial consideration for the purchase of assets. For the first tranche ($5,000,000 issued on August 14, 2014), Monaco agreed to cease interest as of December 10, 2015 and reduce the loan balance by (i) the cash or other

value received by Monaco from the SS *Central America* shipwreck project ("SSCA") or (ii) if the proceeds received by Monaco from the SSCA project are insufficient to pay off the loan balance by December 31, 2017, then Monaco can seek repayment of the remaining outstanding balance on the loan by withholding Odyssey's 21.25% "additional consideration" in new shipwreck projects performed for Monaco in the future. For the second tranche ($2,500,000 issued on October 1, 2014), Monaco agreed to reduce the principal amount by $2,200,000 leaving a new principal balance of $300,000 and extension of maturity to December 31, 2017. Finally for tranche 3 ($2,500,000 issued on December 1, 2014), Monaco agreed to the extension of maturity to December 31, 2017.

On December 10, 2015, the Monaco call option on $10 million of Oceanica shares held by Odyssey was maintained for the full amount of the original loan amount and was extended until December 31, 2017.

As further described in Note S, the Acquisition Agreement was accounted for as a troubled debt restructuring in accordance with ASC 470-60. As a result of the troubled debt restructuring, the carrying values of the remaining Monaco loans were required to be recorded at their undiscounted future cash flow values, which amounted to $3,449,632. No interest expense is recorded going forward. All future interest payments reduce the carrying value.

Loan two

On May 7, 2014, we entered into a new $10.0 million credit facility with Fifth Third Bank similar to the loans obtained in 2012 and 2013 for the *Gairsoppa* project. The facility called for the advancement of funds based upon our recovery of valuable cargo from shipwrecks over the subsequent 12 months. The advances were set at pre-defined amounts or percentages of the value of a project's recovered cargo. The proceeds from our shipwreck recovery contracts or from our sales of recovered cargo were to be used to repay the new loan, as was done for the previous *Gairsoppa* loans. Collateral for this loan was in the form of our financial rights to proceeds from the monetization of the recovered cargo on the SS *Central America* shipwreck. All three of the Bank loans were cross-collateralized. The interest rate on the new loan was a floating rate equal to the one-month LIBOR rate plus 500 basis points. An origination fee of $50,000 was paid at closing. This facility was amended in May and September 2015 and had a maturity date of December 17, 2015. An origination fee of $20,000 was paid at closing. A restricted cash deposit of $500,000 was initially required to cover interest payments when the term loan was funded, or portion thereof. We were required to comply with a number of customary affirmative and negative covenants. The proceeds were used to fund various project recovery costs. In December 2015, we entered into an asset acquisition agreement with Monaco Financial, LLC., a related party, which resulted in the satisfaction of this loan in full. See NOTE S for further information. At December 31, 2015, the outstanding loan balance for this term loan was zero.

Promissory Note

On March 11, 2015, in connection with a Stock Purchase Agreement (See NOTE O), Minera del Norte, S.A. de C.V. ("MINOSA") agreed to lend us up to $14.75 million. The entire $14.75 million was loaned in five advances from March 11 through June 30, 2015. The outstanding indebtedness bears interest at 8.0% percent per annum. The Promissory Note was amended on April 10, 2015 and on October 1, 2015 so that, unless otherwise converted as provided in the Note, the adjusted principal balance shall be due and payable in full upon written demand by MINOSA; provided that MINOSA agrees that it shall not demand payment of the adjusted principal balance earlier than the first to occur of: (i) 30 days after the date on which (x) SEMARNAT makes a determination with respect to the current application for the Manifestacion de Impacto Ambiental relating to the Don Diego Project, which determination is other than an approval or (y) Odyssey Marine Enterprises or any of its affiliates withdraws such application without MINOSA's prior written consent; (ii) termination by Odyssey of the Stock Purchase Agreement, dated March 11, 2015 (the "Purchase Agreement"), among Odyssey, MINOSA, and Penelope Mining, LLC (the "Investor"); (iii) the occurrence of an event of default under the Promissory Note; (iv) December 31, 2015; or (v) if and only if the Investor shall have terminated the Purchase Agreement pursuant to Section 8.1(d)(iii) thereof, March 30, 2016. In connection with the loans, we granted MINOSA an option to purchase our 54% interest in Oceanica for $40.0 million (the "Oceanica Call Option. As of March 11, 2016, the Oceanica Call has expired. Completion of the transaction requires amending the Company's articles of incorporation to (a) effect a reverse stock split, which was done on February 19, 2016, (b) adjusting the Company's authorized capitalization, which was also done on February 19, 2016, and (c) establishing a classified board of directors (collectively, the "Amendments"). The Amendments have been or will be set forth in certificates of amendment to the Company's articles of incorporation filed or to be filed with the Nevada Secretary of State. As collateral for the loan, we granted MINOSA a security interest in the Company's 54% interest in Oceanica. The outstanding principal balance of this debt at December 31, 2015 was $14.75 million. The maturity date of this note has been amended and is now March 18, 2017.

Accounting considerations

We have accounted for this transaction as a financing transaction, wherein the net proceeds received were allocated to the financial instruments issued. Prior to making the accounting allocation, we evaluated for proper classification under ASC 480 *Distinguishing Liabilities from Equity* ("ASC 480"), ASC 815 *Derivatives and Hedging* ("ASC 815") and ASC 320 *Property, Plant and Equipment* ("ASC 320").

This debt agreement did not contain any embedded terms or features that have characteristics of derivatives. The Oceanica Call Option is considered a freestanding financial instrument because it is both (i) legally detachable and (ii) separately exercisable. The Oceanica Call Option did not fall under the guidance of ASC 480. Additionally it did not meet the definition of a derivative under ASC 815 because the option has a fixed value of $40 million and does not contain an underlying variable which is indicative of a derivative. This instrument is considered an option contract for a sale of an asset. The guidance applied in this case is ASC 360.20, which provides that in situations when a party lends funds to a seller and is given an option to buy the property at a certain date in the future, the loan shall be recorded at its present value using market interest rates and any excess of the proceeds over that amount credited to an option deposit account. If the option is exercised, the deposit shall be included as part of the sales proceeds; if not exercised, it shall be credited to income in the period in which the option lapses.

Based on the previous conclusions, we allocated the cash proceeds first to the debt at its present value using a market rate of 15%, which is management's estimate of a market rate loan for the Company, with the residual allocated to the Oceanica Call Option, as follows:

	Tranche 1	Tranche 2	Tranche 3	Tranche 4	Tranche 5	Total
Promissory Note	$1,932,759	$5,826,341	$2,924,172	$1,960,089	$1,723,491	$14,366,852
Deferred Income (Oceanica Call Option)	67,241	173,659	75,828	39,911	26,509	383,148
Proceeds	$2,000,000	$6,000,000	$3,000,000	$2,000,000	$1,750,000	$14,750,000

The option amount of $383,148 represents a debt discount. This discount will be accreted up to face value using the effective interest method. Amortization for the year ended December 31, 2015 amounted to $383,148. Accrued interest recorded on the note for the year ended December 31, 2015 amounted to $508,055.

Mortgages Payable

On July 11, 2008, we entered into a mortgage loan with Fifth Third Bank. Pursuant to the Loan Agreement, we borrowed $2,580,000. The loan bore interest at a variable rate equal to the prime rate plus three-fourths of one percent (0.75%) per annum. The loan matured on July 11, 2013, and required monthly principal payments in the amount of $10,750 plus accrued interest. This loan was secured by a restricted cash balance as well as a first mortgage on our corporate office building. This loan contained customary representations and warranties, affirmative and negative covenants, conditions, and other provisions.

During July 2013, when the above noted mortgage matured, we extended it under substantially the same terms that previously existed. In September 2015, we amended the loan so that the new maturity date was December 17, 2015. The loan bore interest at a variable rate equal to the prime rate plus three-fourths of one percent (0.75%) per annum. Monthly principal payments in the amount of $10,750 plus accrued interest were required. This loan was secured by a restricted cash balance (See NOTE C) as well as a first mortgage on our corporate office building. All three of the Bank loans were cross-collateralized. This loan contained customary representations and warranties, affirmative and negative covenants, conditions, and other provisions. In December 2015, we entered into an asset acquisition agreement with Monaco Financial, LLC., a related party, which resulted in the satisfaction of this loan in full. This building was included in the executed asset purchase agreement. See NOTE S for further information. At December 31, 2015, the outstanding loan balance for this term loan was zero.

During May 2008, we entered into a mortgage loan in the principal amount of $679,000 with The Bank of Tampa to purchase our conservation lab and storage facility. This obligation had a monthly payment of $5,080 with a maturity date of May 14, 2015. Principal and interest payments were payable monthly. Interest was at a fixed annual rate of 6.45%. This debt was secured by the related mortgaged real property. This property was sold in sold in March 2015 and all related mortgages have been paid in full. There is no outstanding balance on this note.

Long-Term Obligation Maturities :

	Total	2016	2017	2018	2019	2020	More than 5 years
Long term obligations	$2,800,000	$ —	$2,800,000	$ —	$—	$—	$ —
Operating lease	722,880	240,960	240,960	240,960	—	—	—
Interest on obligations	616,843	308,843	308,000	—	—	—	—
Total obligations	$4,139,723	$549,803	$3,348,960	$240,960	$—	$—	$ —

Long-term obligations represent the amounts due on our existing loans as described above. We entered into a three year operating lease for our corporate headquarters with Monaco Financial, LLC, a related party. This is pursuant to the acquisition agreement we entered into with them on December 10, 2015. The operating lease is cancellable with a nine month notice. See NOTE K and NOTE S.

NOTE L – ACCRUED EXPENSES

Accrued expenses consist of the following:

	2015	2014
Compensation and bonuses	$ 866,551	$ 1,451
Vessel operations	1,528,478	1,525,513
Professional services	942,604	465,000
Interest	828,888	—
Accrued insurance payable	—	304,584
Other operating	98,935	91,414
Total accrued expenses	$4,265,456	$2,387,962

Vessel operations relates to expenditures required to operate our ships such as fuel, repair and maintenance, port fees and charter related. Professional fees are mainly attributable to legal fees and related and other professional services in support of operations. Included in Professional fees are $716,009 of fees earned by Greg Stemm, former chief executive office and current chairman of the board, in accordance to his consulting service agreement executed in 2015. These fees are to be paid out monthly over 2016, 2017 and 2018. Compensation and bonus includes $0.8 million accrued incentive awards for the company employees. However, the Board of Directors will only approve bonuses to be paid when and if there is sufficient excess cash above and beyond normal operating means. Other operating expenses contain general items related to, but not limited to marketing and insurance. Accrued interest is due to MINOSA per the promissory note described in NOTE K.

NOTE M – RELATED PARTY TRANSACTIONS

On December 9, 2002, a Georgia limited liability company acquired rights from an unrelated third party through a foreclosure sale to receive 5% of post-finance cost proceeds, if any, from shipwrecks that we may recover within a predefined search area of the Mediterranean Sea. The shipwreck we believe to be HMS *Sussex* is located within this search area. Two of our officers and directors at the time owned a 58% interest in the limited liability company until they sold their interests to an unrelated third party in 2005. If, at any time, Odyssey is forced to cancel or abandon the project due to political interference, the officers may be required to buy back their interests.

In December 2015, we entered into an asset acquisition agreement with Monaco Financial, LLC. (Monaco). Monaco has purchased a substantial amount of our SS *Republic* coins over the years. In years 2015, 2014 and 2013, we had coin sales with Monaco of $1,605,676, $304,674 and $0, respectively. We had accounts receivable with them at December 31, 2015 and 2014 of $629,400 and $87,399, respectively. In 2014, they loaned us $10.0 million to assist us with our cash flow obligations (See NOTE K). Based on the substance of these business transactions, we consider Monaco Financial, LLC. to be an affiliated company, thus a related party. We do not own any financial interest in Monaco Financial, LLC. See NOTE S for further information on the asset purchase agreement and the related party.

NOTE N – DEFERRED INCOME AND REVENUE PARTICIPATION RIGHTS

The Company's participating revenue rights and deferred revenue consisted of the following at December 31, 2015 and December 31, 2014:

	December 31, 2015	December 31, 2014
" *Cambridge* " project	$ 825,000	$ 825,000
" *Seattle* " project	62,500	62,500
Galt Resources, LLC (HMS *Victory*)	3,756,250	3,756,250
Oceanica call option	383,148	—
Total deferred income and participating revenue rights	$ 5,026,898	$ 4,643,750

" *Cambridge* " project

We previously sold Revenue Participation Certificates ("RPCs") that represent the right to share in our future revenues derived from the " *Cambridge* " project, which is also referred to as the HMS *Sussex* shipwreck project. The " *Cambridge"* RPC units constitute restricted securities.

Each $50,000 convertible " *Cambridge"* RPC entitles the holder to receive a percentage of the gross revenue received by us from the " *Cambridge* " project, which is defined as all cash proceeds payable to us as a result of the " *Cambridge* " project, less any amounts paid to the British Government or their designee(s); provided, however, that all funds received by us to finance the project are excluded from gross revenue. The " *Cambridge* " project holders are entitled to 100% of the first $825,000 of gross revenue, 24.75% of gross revenue from $4 - 35 million, and 12.375% of gross revenue above $35 million generated by the project.

" *Seattle* " project

In a private placement that closed in September 2000, we sold "units" consisting of " *Republic"* Revenue Participation Certificates and Common Stock. Each $50,000 "unit" entitled the holder to 1% of the gross revenue generated by the now named " *Seattle* " project (formerly referred to as the " *Republic* " project), and 100,000 shares of Common Stock. Gross revenue is defined as all cash proceeds payable to us as a result of the " *Seattle* " project, excluding funds received by us to finance the project.

The participating rights balance will be amortized under the units of revenue method once management can reasonably estimate potential revenue for each of these projects. The RPCs for the " *Cambridge* " and " *Seattle"* projects do not have a termination date, therefore these liabilities will be carried on the books until revenue is recognized from these projects or we permanently abandon either project.

Galt Resources, LLC

In February 2011, we entered into a project syndication deal with Galt Resources LLC ("Galt") for which they invested $7,512,500 representing rights to future revenues of any one project Galt selected prior to December 31, 2011. If the project is successful and generates sufficient proceeds, Galt will recoup their investment plus three times the investment. Galt's investment return will be paid out of project proceeds. Galt will receive 50% of project proceeds until this amount is recouped. Thereafter, they will share in additional net proceeds of the project at the rate of 1% for every million invested. Subsequent to the original syndication deal, we reached an agreement permitting Galt to bifurcate their selection between two projects, the SS *Gairsoppa* and HMS *Victory* with the residual 1% on additional net proceeds assigned to the HMS *Victory* project only. The bifurcation resulted in $3,756,250 being allocated to each of the two projects. Therefore, Galt will receive 7.5125% of net proceeds from the HMS *Victory* project after they recoup their investment of $3,756,250 plus three times the investment. Galt has been paid in full for their share of the *Gairsoppa* project investment. There are no future payments remaining due to Galt for the *Gairsoppa* project. Based on the timing of the proceeds earmarked for Galt, the relative corresponding amount of Galt's revenue participation right of $3,756,250 was amortized into revenue in 2012 based upon the percent of Galt-related proceeds from the sale of silver as a percentage of total proceeds that Galt earned under the revenue participation agreement ($15.0 million). There is no expiration date on the Galt deal for the HMS Victory project. If the archaeological excavation of the shipwreck is performed and insufficient proceeds are obtained, then the deferred income balance will be recognized as other income. If the archaeological excavation of the shipwreck is performed and sufficient proceeds are obtained, then the deferred income balance will be recognized as revenue.

Oceanica Call Option

On March 11, 2015, we agreed to issue and sell up to $14.75 million in Promissory Notes (See NOTE K) to Minera del Norte, S.A. de C.V. ("MINOSA") In connection with the loans, we granted MINOSA an option to purchase our 54% interest in Oceanica for $40.0 million (the "Oceanica Call Option"). The guidance applied in this case is ASC 360.20, which provides that in situations when a party lends funds to a seller and is given an option to buy the property at a certain date in the future, the loan shall be recorded at its present value using market interest rates and any excess of the proceeds over that amount credited to an option deposit account. If the option is exercised, the deposit shall be included as part of the sales proceeds; if not exercised, it shall be credited to income in the period in which the option lapses. The option deposit account in this case is deferred income. This Oceanica Call Option expired on March 11, 2016.

NOTE O – STOCKHOLDERS' EQUITY/(DEFICIT)

At our Annual Meeting of Stockholders on June 9, 2015, our stockholders approved a 1-for-6 reverse stock split. On February 9, 2016, our Board of Directors authorized an additional 1-for-2 reverse stock split, to be effective immediately after the stockholder-approved 1-for-6 reverse stock split is implemented. The reverse stock splits were effective on February 19, 2016. The two reverse stock splits have the combined effect of a 1-for-12 reverse stock split. At the effective time of the reverse stock splits, every 12 shares of issued and outstanding common stock were converted into one share of issued and outstanding common stock, and the authorized shares of common stock were reduced from 150,000,000 to 75,000,000 shares. The par value remains at $0.0001. All shares and related financial information in this Form 10-K have been retroactively adjusted to reflect this 1-for-12 reverse stock split.

Common Stock

In March 2015, we issued 333,333 shares of our common stock to Mako Resources, LLC, an Oceanica shareholder, valued in total at $2,520,000 based on our closing stock price on March 11, 2015. These shares were issued as consideration for termination of Mako's option to acquire up to 6.0 million of the shares we hold in Oceanica. See Preferred Stock below and NOTE K.

In 2014, we issued 107,513 shares of common stock, valued at $2,420,863, representing payment for principal and interest on the Additional Note as described in NOTE K.

Warrants

Warrants to purchase 130,209 shares of common stock were attached to our formerly outstanding Senior Convertible debt. The exercise price on these warrants is $43.20, and they expire on November 9, 2016. See NOTE J for further information on these warrants.

Convertible Preferred Stock

On March 11, 2015, we entered into a Stock Purchase Agreement (the "Purchase Agreement") with Penelope Mining LLC (the "Investor"), and, solely with respect to certain provisions of the Purchase Agreement, Minera del Norte, S.A. de C.V. (the "Lender"). The Purchase Agreement provides for the Company to issue and sell to the Investor, upon stockholder approval which was received on June 9, 2015, shares of the Company's preferred stock in the amounts and at the eventual pre-split prices set forth in the following table:

Convertible Preferred Stock	Shares	Price Per Share	Total Investment
Series AA-1	8,427,004	$ 12.00	$101,124,042
Series AA-2	7,223,145	$ 6.00	43,338,870
	15,650,149		$144,462,912

The Investor's option to purchase the Series AA-2 shares is subject to the closing price of the Common Stock on the NASDAQ having been greater than or equal to $15.12 per share for a period of twenty (20) consecutive Business Days on which the NASDAQ is open.

The closing of the sale and issuance of shares of the Company's preferred stock to the Investor is subject to certain conditions, including the Company's receipt of required approvals from the Company's stockholders, the receipt of regulatory approval, performance by the Company of its obligations under the Stock Purchase Agreement, the listing of the underlying common stock on the NASDAQ Stock Market and the Investor's satisfaction, in its sole discretion, with the viability of certain undersea mining projects of the Company. This transaction received stockholders approval on June 9, 2015. Completion of the transaction requires amending the Company's articles of incorporation to (a) effect a reverse stock split, which was done on February 19, 2016, (b) adjusting the Company's authorized capitalization, which was also done on February 19, 2016, and (c) establishing a classified board of directors (collectively, the "Amendments"). The Amendments have been or will be set forth in certificates of amendment to the Company's articles of incorporation filed or to be filed with the Nevada Secretary of State.

Series AA Convertible Preferred Stock Designation

The Purchase Agreement provides for the issuance of up to 8,427,004 shares of Series AA-1 Convertible Preferred Stock, par value $0.0001 per share (the "Series AA-1 Preferred") and 7,223,145 shares of Series AA-2 Convertible Preferred Stock, par value $0.0001 per share (the "Series AA-2 Preferred"), subject to stockholder approval which was received on June 9, 2015 and satisfaction of other conditions. Significant terms and conditions of the Series AA Preferred are as follows:

Dividends . If and when the Company declares a dividend and any other distribution (including, without limitation, in cash, in capital stock (which shall include, without limitation, any options, warrants or other rights to acquire capital stock) of the Company, then the holders of each share of Series AA Preferred Stock are entitled to receive, a dividend or distribution in an amount equal to the amount of dividend or distribution received by the holders of common stock for which such share of Series AA Preferred Stock is convertible.

Liquidation Preference . The Liquidation Preference on each share of Series AA Preferred Stock is its Stated Value plus accretion at the rate of 8% per annum compounded on each December 31 from the date of issue of such share until the date such share is converted. For any accretion period which is less than a full year, the Liquidation Preference shall accrete in an amount to be computed on the basis of a 360-day year of twelve 30-day months and the actual number of days elapsed.

Voting Rights . The holders of Series AA Preferred will be entitled to one vote for each share of common stock into which the Series AA Preferred is convertible and will be entitled to notice of meetings of stockholders.

Conversion Rights . At any time after the Preferred Shares have been issued, any holder of shares of Series AA Preferred may convert any or all of the shares of preferred stock into one fully paid and non-assessable share of Common Stock.

Adjustments to Conversion Rights . If Odyssey pays a dividend or makes a distribution on its common stock in shares of common stock, subdivides its outstanding common stock into a greater number of shares, or combines its outstanding common stock into a smaller number of shares, or if there is a reorganization, or a merger or consolidation of Odyssey with or into any other entity which results in a conversion, exchange, or cancellation of the common stock, or a sale of all or substantially all of Odyssey's assets, then the conversion rights described above will be adjusted appropriately so that each holder of Series AA Preferred will receive the securities or other consideration the holder would have received if the holder's Series AA Preferred had been converted before the happening of the event. The conversion price in effect from time to time is also subject to downward adjustment if we issue or sell shares of common stock for a purchase price less than the conversion price or if we issue or sell shares convertible into or exercisable for shares of common stock with a conversion price or exercise price less than the conversion price for the Series AA Preferred.

Accounting considerations

As stated above the issuance of the Series AA Convertible Preferred Stock is based on certain contingencies. No accounting treatment determination is required until these contingencies are met and the Series AA Convertible Preferred Stock has been issued. However, we have analyzed the instrument to determine the proper accounting treatment that will be necessary once the instruments have been issued.

ASC 480 generally requires liability classification for financial instruments that are certain to be redeemed, represent obligations to purchase shares of stock or represent obligations to issue a variable number of common shares. We concluded that the Series AA Preferred was not within the scope of ASC 480 because none of the three conditions for liability classification was present.

ASC 815 generally requires the analysis of embedded terms and features that have characteristics of derivatives to be evaluated for bifurcation and separate accounting in instances where their economic risks and characteristics are not clearly and closely related to the risks of the host contract. However, in order to perform this analysis we were first required to evaluate the economic risks and characteristics of the Series AA Convertible Preferred Stock in its entirety as being either akin to equity or akin to debt. Our evaluation concluded that the Series AA Convertible Preferred Stock was more akin to an equity-like contract largely due to the fact that most of its features were participatory in nature. As a result we concluded that the embedded conversion feature is clearly and closely related to the host equity contract and will not require bifurcation and liability classification.

The option to purchase the Series AA-2 Convertible Preferred Stock was analyzed as a freestanding financial instruments and has terms and features of derivative financial instruments. However, in analyzing this instrument under applicable guidance it was determined that it is both (i) indexed to the Company's stock and (ii) meet the conditions for equity classification.

Stock-Based Compensation

We have two stock incentive plans. The first is the 2005 Stock Incentive Plan that expired in August 2015. After the expiration of this plan, equity instruments cannot be granted but this plan shall continue in effect until all outstanding awards have been exercised in full or are no longer exercisable and all equity instruments have vested or been forfeited.

On June 9, 2015, our shareholders approved our 2015 Stock Incentive Plan (the "Plan") that was adopted by our Board of Directors (the "Board") on January 2, 2015, which is the effective date. The plan expires on the tenth anniversary of the effective date. The Plan provides for the grant of incentive stock options, non-qualified stock options, restricted stock awards, restricted stock units and stock appreciation rights. This plan was initially capitalized with 450,000 shares that may be granted. The Plan is intended to comply with Section 162(m) of the Internal Revenue Code, which stipulates that the maximum aggregate number of Shares with respect to one or more Awards that may be granted to any one person during any calendar year shall be 83,333, and the maximum aggregate amount of cash that may be paid in cash to any person during any calendar year with respect to one or more Awards payable in cash shall be $2,000,000. The maximum number of shares that may be used for Incentive Stock Options ("ISO") under the Plan shall be 450,000. With respect to each grant of an ISO to a Participant who is not a Ten Percent Stockholder, the Exercise Price shall not be less than the Fair Market Value of a Share on the date the ISO is granted. With respect to each grant of an ISO to a Participant who is a Ten Percent Stockholder, the Exercise Price shall not be less than one hundred ten percent (110%) of the Fair Market Value of a Share on the date the ISO is granted. If an Award is a Non-Qualifying Stock Option ("NQSO"), the Exercise Price for each Share shall be no less than (1) the minimum price required by applicable state law, or (2) the Fair Market Value of a Share on the date the NQSO is granted, whichever price is greatest. Any Award intended to meet the Performance Based Exception must be granted with an Exercise Price not less than the Fair Market Value of a Share determined as of the date of such grant.

Share-based compensation expense recognized during the period is based on the value of the portion of share-based payment awards that is ultimately expected to vest. As share-based compensation expense recognized in the statement of operations is based on awards ultimately expected to vest, it can be reduced for estimated forfeitures. The ASC topic Stock Compensation requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The share based compensation charged against income for the periods ended December 31, 2015, 2014 and 2013 was $2,348,744, $2,081,482and $2,582,009, respectively.

The weighted average estimated fair value of stock options granted during the fiscal years ended December 31, 2015, 2014 and 2013 were $8.52, $14.88 and $17.04, respectively. These amounts were determined using the Black-Scholes option-pricing model, which values options based on the stock price at the grant date, the expected life of the option, the estimated volatility of the stock, the expected dividend payments, and the risk-free interest rate over the life of the option. The assumptions used in the Black-Scholes model were as follows for stock options granted in the years ended December 31, 2015, 2014 and 2013:

	2015	2014	2013
Risk-free interest rate	1.78 - 2.00%	2.1-2.7%	.41-1.28%
Expected volatility of common stock	64.47 - 65.95%	63.5-65.0%	59.2-68.2%
Dividend yield	0%	0%	0%
Expected life of options	6.1 - 8.2 years	6.1-8.2 years	3.0-4.1 years

The Black-Scholes option valuation model was developed for estimating the fair value of traded options that have no vesting restrictions and are fully transferable. Because option valuation models require the use of subjective assumptions, changes in these assumptions can materially affect the fair value of the options. Our options do not have the characteristics of traded options; therefore, the option valuation models do not necessarily provide a reliable measure of the fair value of our options.

Additional information with respect to both plans stock option activity is as follows:

	Number of Shares	Weighted Average Exercise Price
Outstanding at December 31, 2012	285,013	$ 39.72
Granted	102,819	$ 35.88
Exercised	(17,042)	$ 26.88
Cancelled	(121,133)	$ 43.32
Outstanding at December 31, 2013	249,656	$ 39.72
Granted	85,524	$ 25.68
Exercised	—	$ —
Cancelled	(27,390)	$ 41.76
Outstanding at December 31, 2014	307,791	$ 32.04
Granted	137,667	$ 12.48
Exercised	—	$ —
Cancelled	(70,174)	$ 32.88
Outstanding at December 31, 2015	375,283	$ 32.04
Options exercisable at December 31, 2013	176,575	$ 35.28
Options exercisable at December 31, 2014	221,109	$ 33.24
Options exercisable at December 31, 2015	275,735	$ 27.48

The aggregate intrinsic values of options exercisable for the fiscal years ended December 31, 2015, 2014 and 2013 were $0, $0 and $16,450, respectively. The aggregate intrinsic values of options outstanding for the fiscal years ended December 31, 2015, 2014 and 2013 were $0, $0 and $16,450, respectively. The aggregate intrinsic values of options exercised during the fiscal years ended December 31, 2015, 2014 and 2013 are $0, $0 and $183,000, respectively, determined as of the date of the option exercise. Aggregate intrinsic value represents the positive difference between our closing stock price at the end of a respective period and the exercise price multiplied by the number of relative options. The total fair value of shares vested during the fiscal years ended December 31, 2015, 2014 and 2013 was $1,449,216, $1,154,984 and $832,177, respectively.

As of December 31, 2015, there was $1,019,120 of total unrecognized compensation cost related to unvested share-based compensation awards granted to employees under the option plans. That cost is expected to be recognized over a weighted-average period of 1.17 years.

The following table summarizes information about stock options outstanding at December 31, 2015:

Stock Options Outstanding

Range of Exercise Prices	Number of Shares Outstanding	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price
$12.48 - $12.48	141,833	9.00	$ 12.48
$26.40 - $26.40	79,370	8.01	$ 26.40
$32.76 -$34.68	132,413	1.59	$ 33.96
$39.00 -$46.80	21,667	2.24	$ 41.04
	375,283	5.79	$ 24.60

The estimated fair value of each restricted stock award is calculated using the share price at the date of the grant. A summary of the status of the restricted stock awards as of December 31, 2015 and changes during the year ended December 31, 2015 is presented as follows:

	Number of Shares	Weighted Average Grant Date Fair Value
Unvested at December 31, 2014	69,851	$ 16.56
Granted	105,824	$ 12.48
Vested	(75,467)	$ 12.60
Cancelled	(7,513)	$ 14.40
Unvested at December 31, 2015	92,696	$ 13.20

The fair value of restricted stock awards vested during the years ended December 31 2015, 2014 and 2013 was $318,000, $911,641 and $854,861, respectively. The fair value of unvested restricted stock awards remaining at the periods ended December 31, 2015, 2014 and 2013 is $300,334, $1,158,684 and $380,013, respectively. The weighted-average grant date fair value of restricted stock awards granted during the periods ended December 31, 2015, 2014 and 2013 were $12.48, $17.16 and $34.68, respectively. The weighted-average remaining contractual term of these restricted stock awards at the periods ended December 31, 2015, 2014 and 2013 are 2.6, 3.6 and 1.2 years, respectively. As of December 31, 2015, there was a total of $1,142,573 unrecognized compensation cost related to unvested restricted stock awards.

The following table summarizes our common stock warrants outstanding at December 31, 2015:

Common Stock Warrants	Exercise Price	Termination Date
130,208	$ 43.20	11/9/2016

NOTE P – INCOME TAXES

As of December 31, 2015, the Company had consolidated income tax net operating loss ("NOL") carryforwards for federal tax purposes of approximately $143,723,339 and net operating loss carryforwards for foreign income tax purposes of approximately $19,620,883. The federal NOL carryforwards from 2005 forward will expire in various years beginning 2025 and ending through the year 2035. From 2025 through 2027, approximately $43 million of the NOL will expire, and from 2028 through 2035, approximately $101 million of the NOL will expire.

The components of the provision for income tax (benefits) are attributable to continuing operations as follows:

	December 31, 2015	December 31, 2014	December 31, 2013
Current			
Federal	$ —	$ (481,055)	$ 481,055
State	—	—	15,000
	$ —	$ (481,055)	$ 496,055
Deferred			
Federal	$ —	$ —	$ —
State	—	—	—
	$ —	$ —	$ —

Deferred income taxes reflect the net tax effects of the temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows:

Deferred tax assets:	
Net operating loss and tax credit carryforwards	$ 56,241,535
Capital loss carryforward	86,971
Accrued expenses	349,770
Reserve for accounts receivable	1,062,222
Start-up costs	107,153
Excess of book over tax depreciation	2,773,114
Stock option and restricted stock award expense	1,897,193
Investment in unconsolidated entity	2,229,210
Less: valuation allowance	(64,553,394)
	$ 193,774
Deferred tax liability:	
Property and equipment basis	$ 69,311
Prepaid expenses	124,463
	$ 193,774
Net deferred tax asset	$ —

As reflected above, we have recorded a net deferred tax asset of $0 at December 31, 2015. As required by the Accounting for Income Taxes topic in the ASC, we have evaluated whether it is more likely than not that the deferred tax assets will be realized. Based on the available evidence, we have concluded that it is more likely than not that those assets would not be realized without the recovery and rights of ownership or salvage rights of high-value shipwrecks or other forms of taxable income, thus a valuation allowance has been recorded as of December 31, 2015.

The change in the valuation allowance is as follows:

December 31, 2015	$64,553,394
December 31, 2014	60,312,726
Change in valuation allowance	$ 4,240,668

Income taxes for the twelve month periods ended December 31, 2015, 2014 and 2013 differ from the amounts computed by applying the effective federal income tax rate of 34.0% to income (loss) before income taxes as a result of the following:

	December 31, 2015	December 31, 2014	December 31, 2013
Expected (benefit)	$ (6,190,436)	$ (9,908,804)	$ (3,483,374)
Effects of:			
U.S. income tax expense at the AMT 20% rate	—	—	(176,839)
State income taxes net of federal benefits	(184,257)	(294,933)	509,495
Nondeductible expense	1,854,717	(126,601)	31,640
Stock options and restricted stock awards	—	—	790,011
Derivatives	—	—	(783,994)
Change in valuation allowance	4,900,061	10,469,108	(6,276,369)
CFC Dividend Income	—	—	9,190,723
Change in rate estimate	—	—	15,767
Foreign Rate Differential	(380,085)	(138,770)	662,745
Reversal of Prior Year AMT Accrual	—	(481,055)	—
Other, net	—	—	16,250
	$ —	$ (481,055)	$ 496,055

We have not recognized a material adjustment in the liability for unrecognized tax benefits and have not recorded any provisions for accrued interest and penalties related to uncertain tax positions.

The earliest tax year still subject to examination by a major taxing jurisdiction is 2012.

NOTE Q – MAJOR CUSTOMERS

For the fiscal year ended December 31, 2015, we had two customers who accounted for 54.4% and 30.1% of our total revenue. During the fiscal year ended December 31, 2014, we had one customer who accounted for 87.2% of our total revenue.

NOTE R – COMMITMENTS AND CONTINGENCIES

Rights to Future Revenues, If Any

We have sold the rights to share in future revenues, if any, with respect to the " *Seattle* " and the " *Cambridge* " ("HMS *Sussex* ") projects and have recorded $887,500 as Deferred Income from Revenue Participation Rights (See NOTE N). We are contingently liable to share the future revenue of these projects only if revenue is derived from these specific projects.

To date, the only income derived from these projects resulted in a one-time revenue distribution payment of $12,986 to the holders of the " *Cambridge"* RPC's.

In addition, on May 26, 1998, we signed an agreement with a subcontractor that entitled it to receive 5% of the post finance cost proceeds from any shipwrecks in a predefined search area of the Mediterranean Sea. A shipwreck we have found, which we believe to be HMS *Sussex* , is located within the specified search area and we will be responsible to share future revenues, if any, from this shipwreck. On December 9, 2002, a Georgia limited liability company acquired the 5% interest from the subcontractor through a foreclosure sale (see NOTE M).

In February 2011, we entered into a project syndication deal with Galt Resources LLC ("Galt") for which they invested $7,512,500 representing rights to future revenues of any project of Galt's choosing. This amount has been bifurcated equally between the SS *Gairsoppa* and HMS *Victory* projects. The SS *Gairsoppa* has been paid in full. See NOTE N for further detail.

Legal Proceedings

The Company may be subject to a variety of other claims and suits that arise from time to time in the ordinary course of business. We are currently not a party to any pending litigation.

Contingency

During March, 2016, our Board of Directors approved the grant and issuance of 3 million new equity shares of Oceanica Resources, S.R.L. to two attorneys for their future services. This equity is only issuable upon the Mexican's government approval of the Environmental Impact Assessment ("EIA") for its Mexican subsidiary. The EIA has not been approved as of the date of this report. This grant of new shares was also approved by the Administrators of Oceanica Resources, S.R.L.

Going Concern Consideration

We have experienced several years of net losses and may continue to do so. Our ability to generate net income or positive cash flows in 2016 or the following twelve months is dependent upon our success in developing and monetizing our interests in mineral exploration entities, generating income from exploration charters, collecting on amounts owed to us, and completing the MINOSA/Penelope equity financing transaction approved by our stockholders on June 9, 2015. During 2015 we received notices from NASDAQ of a possible de-listing for not being compliant with their continued listing requirements. In the first quarter of 2016, we regained compliance with these continued listing requirements. Our 2016 business plan requires us to generate new cash inflows during 2016 to effectively allow us to perform our planned projects. We plan to generate new cash inflows through the monetization of our receivables and equity stakes in seabed mineral companies,

financings, syndications or other partnership opportunities. One or more of the planned opportunities for raising cash may not be realized to the extent needed which may require us to curtail our desired business plan until we generate additional cash. On March 11, 2015, we entered into a Stock Purchase Agreement with Minera del Norte S.A. de c.v. ("MINOSA") and Penelope Mining LLC ("Penelope"), an affiliate of MINOSA, pursuant to which (a) MINOSA agreed to extend short-term, debt financing to Odyssey of up to $14.75 million, and (b) Penelope agreed to invest up to $101 million over three years in convertible preferred stock of Odyssey. The equity financing is subject to the satisfaction of certain conditions, including the approval of our stockholders which occurred on June 9, 2015, and MINOSA and Penelope are currently under no obligation to make the preferred share equity investments. (See Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations—General Discussion 2015—Financings.) If cash inflow is not sufficient to meet our desired projected business plan requirements, we will be required to follow our contingency business plan which is based on curtailed expenses and requires less cash inflows. Our consolidated non-restricted cash balance at December 31, 2015 was $2.2 million which is insufficient to support operations through the end of 2016. We have a working capital deficit at December 31, 2015 of $21.1 million. Are largest loan of $14.75 million from MINOSA has a maturity date of March 18, 2017. We sold a substantial part of our assets to Monaco and its affiliates on December 10, 2015 and we have pledged the majority of our remaining assets to MINOSA, and its affiliates, and to Monaco, leaving us with few opportunities to raise additional funds from our balance sheet. The total consolidated book value of our assets was $6.9 million at December 31, 2015 and the fair market value of these assets may differ from their net carrying book value. Even though we executed the above noted financing arrangements, Penelope must purchase the shares for us to be able to complete the equity component of the transaction. The Penelope equity transaction is heavily dependent on the outcome of our subsidiary's application approval process for an environmental permit to commercially develop a mineralized phosphate deposit in Mexico. Therefore, the factors noted above raise doubt about our ability to continue as a going concern. These consolidated financial statements do not include any adjustments to the amounts and classification of assets and liabilities that may be necessary should we be unable to continue as a going concern.

NOTE S – ASSET SALE AND LOAN RESTRUCTURING

Acquisition Agreement

On December 10, 2015, we entered into an acquisition agreement (the "Acquisition Agreement") with Monaco Financial, LLC ("Monaco"), and certain affiliates of Monaco pursuant to which, among other things, we sold certain assets to Monaco and its affiliates, and Monaco (a) repaid our indebtedness for borrowed money owed to a bank, (b) reduced the amount of indebtedness owed by us to Monaco and agreed to certain modifications regarding the remaining indebtedness, and (c) applied the amount of advances previously made by Monaco to us, as well as additional cash, to the consideration paid to us for the transaction.

In conjunction with the transactions contemplated by the Acquisition Agreement, one of Monaco's affiliates, Magellan Offshore Services Ltd ("Magellan") agreed to pay us an amount equal to 21.25% of the difference between (x) the monetized proceeds to Magellan or its affiliates from sales of valuable trade cargo from covered shipwrecks, minus (y) the recovery costs incurred by Magellan or its affiliates related to such covered shipwreck. The covered shipwrecks consist of the shipwrecks included in the proprietary shipwreck database and research library referenced in the paragraph immediately below and any other shipwrecks discovered or identified by or presented to us or Magellan and its affiliates during the five-year period after the date of the Acquisition Agreement.

The assets sold by us pursuant to the Acquisition Agreement include (i) our rights to receive proceeds from a specified shipwreck project, (ii) gold and silver coins and bullion (primarily recovered from the SS *Republic* shipwreck), (iii) the land and building in Tampa, Florida used as our headquarters, (iv) subject to specified exclusions, our proprietary shipwreck database and research library, and our rights to any shipwreck projects derived therefrom, (v) artifacts recovered from shipwrecks, (vi) an artifact database, (vii) the SHIPWRECK! Pirates and Treasure traveling exhibit and all other shipwreck exhibits owned by us, (viii) various photographs, video, and graphics owned by us, (ix) side scan data, re-navigation analyses and search data from previous shipwreck searches, (x) internet and social media content and software platforms, and communities related to shipwrecks, (xi) shipwreck publications, (xii) certain merchandise in inventory, (xiii) one-half of the shares of Neptune Minerals, Inc. ("Neptune") held by us, and (xiv) one-half of the receivables owed to us by Neptune. The fair values of the assets given up amounted to $19,195,131. Assets of ours excluded from the transaction include (x) our research vessel, equipment related thereto, and other operational assets, (y) HMS *Victory* and three other specified shipwreck projects (the "Excluded Projects"), and (z) assets, properties, and rights primarily used by us in our businesses other than the shipwreck business. Our indebtedness for borrowed money repaid by Monaco consisted of $11.7 million owed by us to Fifth Third Bank.

Accounting considerations

We analyzed the transaction under the guidance of ASC 470-60 *Troubled Debt Restructuring* to determine if the transaction qualified as a troubled debt restructuring. For a debt restructuring to be considered troubled, the debtor must be experiencing financial difficulty and the creditor must have granted a concession. We analyzed the Monaco Transaction under ASC 470-60 and determined that we met one or more of the definitions of a company experiencing financial difficulty, such as being under threat of being delisted from an exchange. Furthermore, we determined that the borrowing rate on the restructured debt is significantly less than the effective borrowing rate on the old debt and as such Monaco granted a concession on the debt. As a result, the debt restructuring falls into the troubled debt restructuring guidance.

This transaction is a combination of types including full satisfaction, partial satisfaction and modification of terms. In accordance with the guidance in ASC 470-60, the following steps are taken to determine the proper accounting treatment: (i) step 1: the carrying amount of the loans is reduced by the fair value of the assets transferred, (ii) step 2: a gain or loss resulting from any disposition of assets (based on the difference between the fair value of assets disposed and their respective carrying amount) is recognized and (iii) step 3: a gain on restructuring is recorded if the future undiscounted cash flows are less than the revised carrying value (carrying value less fair value of assets). If the future undiscounted cash flows are greater than the revised carrying value, no gain is recorded.

Prior to implementing step 1 (the carrying amount of the loans is reduced by the fair value of the assets transferred), we had to determine the fair value of the assets transferred. The fair value of the assets transferred was determined on a market based approach and using discounted cash flow models. We used historical transaction data, external valuations where available, and other relevant data to estimate the fair value of the assets which were sold. The group of assets consisted of both financial and non-financial assets. The net carrying book value of the assets sold was $13.5 million, comprised mainly of $6.3 million of accounts receivable, $2.1 million of building and land, and $5.1 million of short and long term inventory. The fair value assigned to these assets and the other items sold that had no net carrying book value was $19.1 million. The estimated fair market value of the sold assets exceeded the carrying book value of the assets due to the use of US generally accepted accounting principles that did not allow us to write-up the carrying value of some assets or capitalize items that were not fully measurable or collectible at the balance sheet date.

The approach used in calculating the fair value of financial assets was the discounted cash flow approach. Inputs used in the modeling consisted of carrying value, expected term, discount rate based on effective rate of new debt and adjustments for various risk factors. These inputs consisted of a combination of level 2 and level 3 inputs as defined in ASC 820 and detailed in our Note A.

The approach used in calculating the fair value of non-financial assets was the market approach. This approach consisting of observable market prices of same or similar nature as well as discounts based on condition of the asset and expected term to convert to cash. This asset category and these inputs are deemed to be level 3 inputs as defined in ASC 820 and detailed in our Note A.

Step 1 : We reduced the carrying amount of the loans by the fair value of the assets given up as follows:

The combined carrying value of the all loans (associated with the transaction) on December 10, 2015 prior to the transaction taking effect:

Loan Description	Reduction in Carrying Amount*
Monaco advance/loan	$ 2,000,000
Monaco Loan (Tranche 1 - August 14, 2014)**	5,000,000
Fifth Third term	3,000,000
Fifth Third SSCA project loan	7,684,514
Fifth Third Laurel mortgage	1,001,000
Term loan interest paid by Monaco	12,559
Mortgage interest paid by Monaco	3,182
SSCA project loan interest paid by Monaco	36,614
Monaco Loan (Tranche 2 – October 1, 2014)	387,262
Fair value of assets given up and assigned to debt extinguished	$ 19,125,131

* Represents the reduction in carrying amount of each of the loans by the fair value of the assets. The reduction is to equate to the fair value of the assets.

** In accordance with the asset purchase agreement, the $5,000,000 loan balance is reduced by (i) the cash or other value received by Monaco from the SSCA, or (ii) If the proceeds received by Monaco from the SSCA project are insufficient to have paid off the loan balance of $5,000,000 by December 31, 2017, then Monaco can seek repayment of the remaining outstanding balance on the loan by withholding our 21.25% "additional consideration" in new shipwreck projects done with Monaco. Management believes that there is a 100% chance that the cash or other value will be received by Monaco from the SSCA. Because there is a 100% likelihood that cash or other value will be received by Monaco from the SSCA, there is also 100% likelihood of the $5,000,000 Note being extinguished. As such this analysis includes the $5,000,000 as debt being extinguished.

Step 2: We recognized a gain resulting from the disposition of assets (based on the difference between the fair value of assets disposed and their respective carrying amount).

The fair value of the assets given up ($19,125,131) was compared to the carrying value of the assets given up ($13,513,223). The excess of the fair value over the carrying value amounted to $5,611,908. Accordingly, we recorded a $5,611,908 gain on the exchange of assets (extinguishment). While the guidance in ASC 470-580-40-2 states that extinguishment transactions between related parties may be in essence capital transactions, there is no guidance that suggests a gain on the sale of assets between related parties is treated as capital transactions. As such, this gain is recorded in the statement of operations.

Step 3: We determined if the future undiscounted cash flows are greater or less than the revised carrying value.

	Amount
Future Cash Flows:	
Monaco Loan (Tranche 2 – October 1, 2014)	$ 300,000
Tranche 2 accrued interest	7,534
Tranche 2 future interest	67,989
Total Tranche 2 debt	375,523
Monaco Loan (Tranche 3 – December 1, 2014)	2,500,000
Tranche 3 accrued interest	7,534
T3 future interest	566,575
Total Tranche 3 debt	3,074,109
Undiscounted future cash flows	$ 3,449,632
Revised Carrying Value	
Carrying value of all combined loans	23,466,108
Reduced by fair value of assets	(19,125,131)
Revised carrying value*	$ 4,340,977
Gain on restructure (difference between revised carrying amount and undiscounted future cash flows)	$ 891,345

* ***Calculation of revised carrying value***

Combined loans	Note carrying values
Monaco advance/loan	$ 2,000,000
Monaco Loan (Tranche 1 - August 14, 2014)	5,000,000
Monaco Loan (Tranche 2 – October 1, 2014)	2,470,703
Tranche 2 accrued interest	7,534
Monaco Loan (Tranche 3 – December 1, 2014)	2,242,468
Tranche 3 accrued interest	7,534
Fifth Third term	3,000,000
Fifth Third SSCA project loan	7,684,514
Fifth Third Laurel mortgage	1,001,000
Term loan interest paid by Monaco	12,559
Mortgage interest paid by Monaco	3,182
SSCA project loan interest paid by Monaco*	36,614
Total carrying value of all notes combined	$ 23,466,108
Fair value of assets transferred	(19,125,131)
Excess debt carrying value of fair asset value	$ 4,340,977

Since the future undiscounted cash flows are less than the revised carrying value, a gain on restructuring for the difference is recorded. However, the guidance in ASC 470-580-40-2 suggests that if the debt holders are considered a related party, the debt restructuring typically would be considered a capital transaction. Since Monaco is considered a related party, the gain on restructuring has been recorded in equity. See NOTE M for further discussion on related parties. The gain of $891,345 adjusted the carrying value of the remaining notes to the undiscounted future cash flow amount of $3,449,632. No interest expense is recorded going forward. All future interest payments reduce the carrying value.

NOTE T – QUARTERLY FINANCIAL DATA – UNAUDITED

The following tables present certain unaudited consolidated quarterly financial information for each of the past eight quarters ended December 31, 2015 and 2014. This quarterly information has been prepared on the same basis as the Consolidated Financial Statements and includes all adjustments necessary to state fairly the information for the periods presented.

	Fiscal Year Ended December 31, 2015 Quarter Ending			
	March 31	June 30	September 30	December 31
Revenue - net	$ 115,292	$ 443,543	$ 1,458,653	$ 3,312,763
Gross profit	(97,584)	278,957	585,136	3,116,411
Net income (loss)	(9,714,471)	(6,126,218)	(4,580,255)	2,213,781
Basic and diluted net income per share	$ (1.33)	$ (0.85)	$ (0.61)	$ 0.33

	Fiscal Year Ended December 31, 2014 Quarter Ending			
	March 31	June 30	September 30	December 31
Revenue - net	$ 566,086	$ 348,264	$ 120,046	$ 288,486
Gross profit	446,481	290,379	93,020	245,915
Net income (loss)	(9,798,757)	(4,015,881)	(7,415,124)	(5,243,352)
Basic and diluted net income per share	$ (1.44)	$ (0.60)	$ (1.08)	$ (0.72)

NOTE U – SUBSEQUENT EVENTS (UNAUDITED)

Note Purchase Agreement

On March 18, 2015 we entered into a Note Purchase Agreement (“Note”) with Epsilon Acquisitions, LLC (“Epsilon”). Pursuant to the Note, Epsilon will loan us $3.0 million in two installments of $1.5 million due on March 31, 2016 and April 30, 2016. The Note bears interest at a rate of 10% per annum and matures on March 18, 2017. In Pledge agreements related to the Note, we granted security interests to Epsilon in (a) the 54 million cuotas (at unit of ownership under Panamanian law) of Oceanica Resources S. de R.L. (“Oceanica”) held by our wholly owned subsidiary, Odyssey Marine Enterprises, Ltd. (“OME”), (b) all notes and other receivables from Oceanica and its subsidiary owed to us, and (c) all of the outstanding equity in OME. At any time after Epsilon has advanced the full $3.0 million to us, Epsilon has the right to convert all amounts outstanding under the Note into shares of our common stock upon 75 days’ notice to us or upon a merger, consolidation, third party tender offer, or similar transaction relating to us at the conversion price of $5.00 per share, which represents the five-day volume-weighted average price of Odyssey’s common stock for the five trading day period ending on March 17, 2016. Upon the occurrence and during the continuance of an event of default, the conversion price will be reduced to $2.50 per share. Following any conversion of the indebtedness, Penelope Mining LLC, (an affiliate of Epsilon) (“Penelope”), may elect to reduce its commitment to purchase preferred stock of Odyssey under the Stock Purchase Agreement, dated as of March 11, 2015 (as amended, the “Stock Purchase Agreement”), among Odyssey, Penelope, and Minera del Norte, S.A. de C.V. (“Minosa”) by the amount of indebtedness converted.

Pursuant to the Note Purchase Agreement (a) we agreed to waive our rights to terminate the Stock Purchase Agreement in accordance with the terms thereof until December 31, 2016, and (b) Minosa agreed to extend, until December 31, 2016, the maturity date of the $14.75 million loan extended by Minosa to OME pursuant to the Stock Purchase Agreement. The obligations under the Note may be accelerated upon the occurrence of specified events of default including (t) OME's failure to pay any amount payable under the Note on the date due and payable; (u) OME or we fail to perform or observe any term, covenant, or agreement in the Note or the related documents, subject to a five-day cure period; (v) an event of default or material breach by OME, us or any of our affiliates under any of the other loan documents shall have occurred and all grace periods, if any, applicable thereto shall have expired; (w) the Stock Purchase Agreement shall have been terminated; (x) specified dissolution, liquidation, insolvency, bankruptcy, reorganization, or similar cases or actions are commenced by or against OME or any of its subsidiaries, in specified circumstances unless dismissed or stayed within 60 days; (y) the entry of judgment or award against OME or any of its subsidiaries in excess or $100,000; and (z) a change in control (as defined in the Note) occurs.

In connection with the execution and delivery of the Note Purchase Agreement, we and Epsilon entered into a registration rights agreement pursuant to which we agreed to register new shares of our common stock with a formal registration statement with the Securities and Exchange Commission upon the conversion of the indebtedness evidenced by the Note.

SCHEDULE II – VALUATION and QUALIFYING ACCOUNTS
For the Fiscal Years of 2013, 2014 and 2015

ODYSSEY MARINE EXPLORATION, INC. AND SUBSIDIARIES

	Balance at Beginning of Year	Charged (Credited) to Expenses	Charged (Credited) to Other Accounts	Deductions	Balance at End of Year
Inventory reserve					
2013	367,558	3,774	—	—	371,332
2014	371,332	—	—	—	371,332
2015	371,332	—	(251,023)	(120,309)	—
Accounts receivable reserve					
2013	4,820,593	500,000	—	189,000	5,131,593
2014	5,131,593	—	—	500,000	4,631,593
2015	4,631,593	—	(2,315,796)	—	2,315,797

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 thereunder duly authorized.

ODYSSEY MARINE EXPLORATION, INC.

Dated: March 30, 2016

By: /S/ Mark D. Gordon
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

SIGNATURE	TITLE	DATE
/S/ MARK D. GORDON **Mark D. Gordon**	President and Chief Executive Officer (Principal Executive Officer)	March 30, 2016
/S/ Philip S. Devine **Philip S. Devine**	Chief Financial Officer (Principal Financial Officer)	March 30, 2016
/S/ John D. Longley **John D. Longley**	Chief Operating Officer	March 30, 2016
/S/ JAY A. NUDI **Jay A. Nudi**	Treasurer (Principal Accounting Officer)	March 30, 2016
/S/ Gregory P. Stemm **Gregory P. Stemm**	Chairman of the Board	March 30, 2016
/S/ John C. Abbott **John C. Abbott**	Director	March 30, 2016
/S/ DAVID J. SAUL **David J. Saul**	Director	March 30, 2016
/S/ James S. Pignatelli **James S. Pignatelli**	Director	March 30, 2016
/S/ JON D. SAWYER **Jon D. Sawyer**	Director	March 30, 2016
/S/ Mark B. Justh **Mark B. Justh**	Lead Director	March 30, 2016

EX HIBITS INDEX

Exhibit Number	Description
3.1	Articles of Incorporation, as amended (incorporated by reference to Exhibit 3.1 to the Company's Annual Report on Form 10-KSB for the year ended February 28, 2001)
3.2	Bylaws (incorporated by reference to Exhibit 3.1 to the Company's Report on Form 8-K dated February 28, 2006)
3.3	Certificate of Amendment filed with the Nevada Secretary of State on June 6, 2011 (incorporated by reference to Exhibit 3.1 to the Company's Report on Form 8-K filed June 7, 2011)
10.1	Partnering Agreement Memorandum Concerning the Shipwreck of HMS Sussex, dated September 27, 2002 (incorporated by reference to Exhibit 10.9 to the Company's Quarterly Report on Form 10-QSB For the quarter ended August 31, 2002)
10.2*	2005 Equity Incentive Plan (incorporated by reference to Exhibit 10.14 to the Company's Report on Form 8-K dated August 3, 2005)
10.3	Shipwreck Project Agreement with Gault Resources LLC dated February 11, 2011 (incorporated by reference to Exhibit 10.26 to the Company's Annual Report on Form 10-K For the year ended December 31, 2010)
10.4	Securities Purchase Agreement dated November 8, 2011 (incorporated by reference to Exhibit 10.1 to the Company's Report on Form 8-K filed November 9, 2011)
10.5	Warrant to Purchase Common Stock dated November 8, 2011 (incorporated by reference to Exhibit 10.3 to the Company's Report on Form 8-K filed November 9, 2011)
10.6	Registration Rights Agreement dated November 8, 2011 (incorporated by reference to Exhibit 10.4 to the Company's Report on Form 8-K filed November 9, 2011)
10.7	Amendment Agreement dated April 25, 2012, to the Securities Purchase Agreement dated November 8, 2011 (incorporated by reference to Exhibit 10.5 to the Company's Report on Form 8-K dated April 26, 2012)
10.8*	Employment Agreement dated August 7, 2014, between the Company and Mark D. Gordon (incorporated by reference to Exhibit 10.36 to the Company's Annual Report on Form 10-K for the year ended December 31, 2014)
10.9**	Loan Agreement dated August 14, 2014 (incorporated by reference to Exhibit 10.1 to the Company's Amendment No. 1 to Quarterly Report on Form 10-Q filed February 27, 2015)
10.10**	Promissory Note dated August 14, 2014 (incorporated by reference to Exhibit 10.2 to the Company's Amendment No. 1 to Quarterly Report on Form 10-Q filed February 27, 2015)
10.11*	2015 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Company's Report on Form 8-K dated January 2, 2015)
10.12	Stock Purchase Agreement dated March 11, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Report on Form 8-K dated March 13, 2015)
10.13	Promissory Note dated March 11, 2015 (incorporated by reference to Exhibit 10.2 to the Company's Report on Form 8-K dated March 13, 2015)
10.14	Pledge Agreement dated March 11, 2015 (incorporated by reference to Exhibit 10.3 to the Company's Report on Form 8-K dated March 13, 2015)
10.15	Amendment No. 1 to Stock Purchase Agreement dated April 10, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Report on Form 8-K dated April 15, 2015)
10.16	Amendment No. 1 to Promissory Note dated April 10, 2015 (incorporated by reference to Exhibit 10.2 to the Company's Report on Form 8-K dated April 15, 2015)
10.17	Amendment No. 1 to Pledge Agreement dated April 10, 2015 (incorporated by reference to Exhibit 10.3 to the Company's Report on Form 8-K dated April 15, 2015)
10.18	Transition Agreement dated June 9, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed August 7, 2015)
10.19	Amendment No. 2 to Promissory Note dated October 1, 2015 (incorporated by reference to Exhibit 10.1 to the Company's Report on Form 8-K dated October 5, 2015)
10.20	Promissory Note dated October 30, 2015(incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed November 5, 2015)

10.21	Acquisition Agreement dated December 10, 2015 (filed herewith electronically)
10.22	Amendment to Promissory Notes dated December 10, 2015 (filed herewith electronically)
10.23	Amendment No. 3 to Promissory Note dated December 15, 2015 (incorporated by reference to Exhibit 10.4 to the Company's Report on Form 8-K dated March 18, 2016)
10.24	Consulting Agreement dated December 10, 2015, between the Company and Gregory P. Stemm (filed herewith electronically)
10.25	Convertible Promissory Note dated March 18, 2016 (incorporated by reference to Exhibit 10.2 to the Company's Report on Form 8-K dated March 18, 2016)
10.26	Note Purchase Agreement dated March 18, 2016 (incorporated by reference to Exhibit 10.1 to the Company's Report on Form 8-K dated March 18, 2016)
10.27	Amendment No. 4 to Promissory Note dated March 18, 2016 (incorporated by reference to Exhibit 10.5 to the Company's Report on Form 8-K dated March 18, 2016)
10.28	Waiver to SPA regarding Bridge Loan dated March 18, 2016 (incorporated by reference to Exhibit 10.3 to the Company's Report on Form 8-K dated March 18, 2016)
21.1	Subsidiaries of the Registrant
23.1	Consent of Ferlita, Walsh, Gonzalez & Rodriguez, P.A., Independent Accountants (filed herewith electronically)
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith electronically)
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith electronically)
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350 (filed herewith electronically)
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350 (filed herewith electronically)
101.1	XBRL Interactive Data File

* Management contract or compensatory plan.

** Portions of these exhibits have been omitted pursuant to a confidential treatment request. The omitted information has been filed separately with the Securities and Exchange Commission.

Exhibit 10.21

ACQUISITION AGREEMENT

BETWEEN

ODYSSEY MARINE EXPLORATION, INC.

AND

MONACO FINANCIAL, LLC,

MAGELLAN OFFSHORE SERVICES LTD,

FREEPORT OCEAN MINERALS LTD,

AND

SEASCAPE ARTIFACT EXHIBITS, INC.

DATED AS OF

NOVEMBER 10, 2015

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INDEX OF EXHIBITS

Exhibit A	—	Form of Bill of Sale
Exhibit B	—	Form of Assignment
Exhibit C	—	Deed
Exhibit D	—	Assignment and Assumption of Lease
Exhibit E	—	Amendment to Notes
Exhibit F	—	MMS Agreement
Exhibit G	—	Services Agreement
Exhibit H	—	VTC Agreement
Exhibit I	—	Odyssey Lease-Back Lease
Exhibit J	—	Marketing Amendment

Execution Version

A CQUISITION A GREEMENT

THIS ACQUISITION AGREEMENT (this " **Agreement** "), dated as of December 10, 2015, is made and entered into between **ODYSSEY MARINE EXPLORATION, INC.** , a Nevada corporation (" **Seller** "), on the one hand, and **MONACO FINANCIAL, LLC** , a California limited liability company (" **Monaco** "), **MAGELLAN OFFSHORE SERVICES LTD,** a Bahamian company (" **Magellan** "), **FREEPORT OCEAN MINERALS LTD,** a Bahamian company (" **Freeport** "), **SEASCAPE ARTIFACT EXHIBITS, INC.** , a Nevada corporation (" **Seascape** "). Monaco, Magellan, Freeport, and Seascape are sometimes individually referred to as a " **Buyer Party** " and collectively referred to as the " **Buyer Parties** . "

RECITALS

WHEREAS, Seller is a world leader in deep-ocean exploration, and one of its businesses consists of researching, exploring for, excavating, and recovering shipwrecks and their cargoes and thereafter marketing and selling the items recovered (the " **Shipwreck Business** "); and

WHEREAS, Seller wishes to sell and assign to the Buyer Parties, and the Buyer Parties wish to purchase and assume from Seller, certain assets related to the Shipwreck Business, as well as certain other assets, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article 1
Definitions

The following terms have the meanings specified or referred to in this Article 1:

" Affiliate " of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

" Agreement " has the meaning set forth in the preamble.

" Assigned Contracts " has the meaning set forth in Section 2.01(a).

" Amendment to Notes " has the meaning set forth in Section 3.02(a)(v).

" Assignment and Assumption of Lease " has the meaning set forth in Section 3.02(a)(iv).

" Assignments " has the meaning set forth in Section 3.02(a)(ii).

" Assumed Liabilities " has the meaning set forth in Section 2.03.

" Bills of Sale " has the meaning set forth in Section 3.02(a)(i).

" Books and Records " has the meaning set forth in Section 2.01(g).

" Business Day " means any day except Saturday, Sunday or any other day on which commercial banks located in Tampa, Florida or Newport Beach, California are authorized or required by Law to be closed for business.

" Buyer Party " and " Buyer Parties " have the meanings set forth in the preamble.

" Buyer Closing Certificate " has the meaning set forth in Section 7.03(d).

" Closing " has the meaning set forth in Section 3.01.

" Closing Date " has the meaning set forth in Section 3.01.

" Code " means the Internal Revenue Code of 1986, as amended.

" Contracts " means all legally binding written contracts, leases, mortgages, licenses, instruments, notes, commitments, undertakings, indentures and other agreements.

" Covered Shipwrecks " means (a) the shipwrecks included in the proprietary shipwreck database and research library that constitute a portion of the Purchased Assets, *excluding* any shipwrecks the rights to which constitute Excluded Assets, and (b) any other shipwrecks discovered or identified by or presented to Seller or Magellan or any of its Affiliates during the five-year period after the date of this Agreement.

" Deductible " has the meaning set forth in.

" Deed " has the meaning set forth in Section 3.02(a)(iii).

" Direct Claim " has the meaning set forth in Section 8.05(c).

" Disclosure Schedules " means the Disclosure Schedules delivered by Seller and the Buyer Parties concurrently with the execution and delivery of this Agreement.

" Dollars or $ " means the lawful currency of the United States.

" Drop Dead Date " has the meaning set forth in Section 9.01(b)(i).

" Encumbrance " means any lien, pledge, mortgage, deed of trust, security interest, charge, claim, easement, encroachment or other similar encumbrance.

" Excluded Assets " has the meaning set forth in Section 2.02.

" Excluded Liabilities " has the meaning set forth in Section 2.04.

" Existing Monaco Indebtedness " means all principal and accrued interest owed by Odyssey to Monaco pursuant to the Loan Agreement dated as of August 14, 2014, between Monaco and Odyssey, as evidenced by the Promissory Notes dated August 14, October 1, and December 1, 2014, respectively, by Odyssey in favor of Monaco.

" FIRPTA Certificate " has the meaning set forth Section 7.02(g).

" Freeport " has the meaning set forth in the preamble.

" Governmental Authority " means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

" Governmental Order " means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

" Indemnified Party " has the meaning set forth in Section 8.04.

" Indemnifying Party " has the meaning set forth in Section 8.04.

" Knowledge of Seller or Seller's Knowledge " or any other similar knowledge qualification, means the actual knowledge of those persons listed on Section 1.01(a) of the Disclosure Schedules.

" Laurel Lease " has the meaning set forth in Section 4.06(b).

" Leased Real Property " has the meaning set forth in Section 4.06(b).

" Law " means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

" Losses " means actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees.

" Magellan " has the meaning set forth in the preamble.

"Marketing Amendment" has the meaning set forth in Section 3.02(a)(x).

" Master Services Agreement " means the Master Services Agreement, effective as of March 7, 2014, between Seller and Ira O. Kane, solely in his capacity as receiver.

" Material Adverse Effect " means any event, occurrence, fact, condition or change that is materially adverse to (a) the business, results of operations, financial condition or assets of the Business, taken as a whole, or (b) the ability of Seller to consummate the transactions contemplated hereby; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Monaco; (vi) any matter of which Monaco is aware on the date hereof; (vii) any changes in applicable Laws or the enforcement, implementation or interpretation thereof; (viii) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Seller and the Business; (ix) any natural or man-made disaster or acts of God; or (x) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

" MMS Agreement " has the meaning set forth in Section 3.02(a)(vi).

" Material Contracts " has the meaning set forth in Section 4.04(a).

" Monaco " has the meaning set forth in the preamble.

" Monaco Advances " means one or more advances made by Monaco to Odyssey pursuant to Part IV of the Confidential Term Sheet executed and delivered on October 20, 2015, but dated October 16, 2015, between Odyssey and Monaco, including all principal and accrued interest owed by Odyssey to Monaco thereunder.

" Odyssey Lease-Back Lease " has the meaning set forth in Section 3.02(a)(ix).

" Permits " means all permits, licenses, franchises, approvals, authorizations and consents required to be obtained from Governmental Authorities.

" Permitted Encumbrances " means (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business; (c) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property; (d) other than with respect to Owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (e) other imperfections of title or Encumbrances, if any, that have not had, and would not have, a Material Adverse Effect.

" Person " means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

" Purchased Assets " has the meaning set forth in Section 2.01.

" Purchased Coins and Bullion " has the meaning set forth in Section 1.01(b) of the Disclosure Schedules.

" Purchased Neptune Assets " has the meaning set forth in Section 1.01(c) of the Disclosure Schedules.

" Recovery Costs " means (a) all reasonable and direct costs and expenses for offshore archaeological operations with respect to a Covered Shipwreck, plus any costs of conservation, documentation, certification, legal fees, transportation and any other costs that are reasonably necessary to complete a project related to such Covered Shipwreck, in each case incurred by Magellan or any of its Affiliates; (b) any payments or percentages to owners, governments or other entities as may be negotiated or determined by a court of competent jurisdiction; (c) any percentages up to 5.0% paid or incurred as marketing fees; and (d) any percentages paid to investors, provided that those obligations were disclosed in advance and Odyssey has been provided with a right of refusal to participate proportionally in any investment that may be required to fund the project for such Covered Shipwreck to prevent any dilution to Odyssey's economic interest in Covered Shipwreck.

" Representative " means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

" Seascape " has the meaning set forth in the preamble.

" Seller " has the meaning set forth in the preamble.

" Seller Closing Certificate " has the meaning set forth in Section 7.02(d).

" Services Agreement " has the meaning set forth in Section 3.02(a)(vii).

" Shipwreck Assets " has the meaning set forth in Section 1.01(d) of the Disclosure Schedules.

" Shipwreck Business " has the meaning set forth in the recitals.

" Taxes " means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

" Tax Return " means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

" Third Party Claim " has the meaning set forth in Section 8.05(a).

" Transaction Documents " means this Agreement, the Bills of Sale, the Assignments, the Deed, the Assignment and Assumption of Lease, the Amendment to Notes, the MMS Agreement, the Services Agreement, the VTC Agreement, the Odyssey Lease-Back Lease, the Marketing Amendment, and the other agreements, instruments, and documents required to be delivered at the Closing.

" Valuable Trade Cargo " means numismatic coins, collectible coins, bullion coins, bullion, ingots, pottery and other valuable trade goods that are recovered from any Covered Shipwreck that will be available for sale by any of the Magellan or any of its Affiliates.

" VTC Agreement " has the meaning set forth in Section 3.02(a)(viii).

Article 2
Purchase and Sale

Section 2.01. Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and, at a time to be mutually agreed by the parties, deliver to the Buyer Parties, and the Buyer Parties shall purchase from Seller, all of Seller's right, title and interest in, to and under the following assets, properties and rights of Seller (collectively, the " **Purchased Assets** "):

(a) the Shipwreck Assets, to the extent they primarily relate to the Shipwreck Business, including all Contracts included within the Shipwreck Assets (the " **Assigned Contracts** ");

(b) the Purchased Coins and Bullion;

(c) the Purchased Neptune Assets;

(d) the Owned Real Property;

(e) any other assets of Seller to the extent such assets exist as of the Closing Date and primarily relate to the Shipwreck Business;

(f) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(g) originals, or where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, records and data, sales material and records, material and research, that exclusively relate to the Purchased Assets, other than books and records set forth in Section 2.02(c) (" **Books and Records** ").

Section 2.02. Excluded Assets . Other than the Purchased Assets subject to Section 2.01, the Buyer Parties expressly understand and agree that they are not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (the " **Excluded Assets** "). Excluded Assets include the following assets and properties of Seller:

(a) all cash and cash equivalents, bank accounts and securities of Seller;

(b) all Contracts that are not Assigned Contracts;

(c) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller, and any other books and records which Seller is prohibited from disclosing or transferring to any Buyer Party under applicable Law and is required by applicable Law to retain;

(d) all insurance policies of Seller and all rights to applicable claims and proceeds thereunder;

(e) all Tax assets (including duty and Tax refunds and prepayments) of Seller or any of its Affiliates;

(f) all rights to any action, suit or claim of any nature available to or being pursued by Seller, whether arising by way of counterclaim or otherwise;

(g) all assets, properties and rights primarily used by Seller in its businesses other than the Shipwreck Business;

(h) the rights which accrue or will accrue to Seller under the Transaction Documents; and

(i) the assets, properties and rights specifically set forth in Section 2.02(i) of the Disclosure Schedules.

Section 2.03. Assumption of Liabilities. Subject to the terms and conditions set forth herein, the Buyer Parties shall assume and agree to pay, perform and discharge the liabilities and obligations of Seller set forth in Section 2.03 of the Disclosure Schedules (collectively, the " **Assumed Liabilities** "). Other than the Assumed Liabilities, the Buyer Parties shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 2.04. Excluded Liabilities. The Buyer Parties shall not assume and shall not be responsible to pay, perform or discharge any of the following liabilities or obligations of Seller (collectively, the " **Excluded Liabilities** "):

(a) any liabilities or obligations arising out of or relating to Seller's ownership or operation of the Shipwreck Business and the Purchased Assets prior to the Closing Date;

(b) any liabilities or obligations relating to or arising out of the Excluded Assets;

(c) any liabilities or obligations of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(d) any liabilities and obligations of Seller set forth in Section 2.04(d) of the Disclosure Schedules.

Section 2.05. Consideration. The aggregate consideration of the Buyer Parties for the Purchased Assets shall be (a) the repayment of the Assumed Liabilities, (b) the reduction or modification of the Existing Monaco Indebtedness, as contemplated by the Amendment to Notes, and (c) the satisfaction of the Monaco Advances.

Section 2.06. Additional Consideration.

(a) As additional consideration for the transactions contemplated by this Agreement, one or more of the Buyer Parties shall pay to Seller, with respect to each Covered Shipwreck, an aggregate amount equal to the product of (i) 0.2125, multiplied by (ii) the difference between (x) the proceeds to Magellan or any of its Affiliates from sales of the portion of Valuable Trade Cargo from such Covered Shipwreck that is monetized by Magellan or any of its Affiliates, minus (y) the Recovery Costs incurred by Magellan or any of its Affiliates related to such Covered Shipwreck.

(b) Magellan shall pay all amounts owed to Seller pursuant to Section 2.06(a) as soon as reasonably practicable after any Valuable Trade Cargo from a Covered Shipwreck is monetized by Magellan or any of its Affiliates and the amount payable to Seller can be reasonably calculated pursuant to Section 2.06(a).

(c) If Seller disputes in good faith, in whole or in part, any amount Magellan determines to be owed to Seller pursuant to this Section 2.06, Magellan shall pay such amount that is not in dispute and shall be entitled to withhold the balance pending resolution of the dispute.

Section 2.07. Non-Assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.07, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to any Buyer Party of any Purchased Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Authority), and such consent, authorization, approval or waiver shall not have been

obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof; provided, however, that, subject to the satisfaction or waiver of the conditions contained in Article 7, the Closing shall occur notwithstanding the foregoing without any adjustment to the consideration delivered by the Buyer Parties on account thereof. Following the Closing, Seller and the Buyer Parties shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to novate all liabilities and obligations under any and all Assigned Contracts or other liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, one or more of the Buyer Parties shall be solely responsible for such liabilities and obligations from and after the Closing Date; provided, however, that neither Seller nor any Buyer Party shall be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, assign, transfer, convey and deliver to the Buyer Party designated by Monaco the relevant Purchased Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration.

(b) To the extent that any Purchased Asset and/or Assumed Liability cannot be transferred to a Buyer Party following the Closing pursuant to this Section 2.07, the Buyer Parties and Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to the Buyer Party designated by Monaco as of the Closing and the performance by such Buyer Party of its obligations with respect thereto. Such Buyer Party shall, as agent or subcontractor for Seller pay, perform and discharge fully the liabilities and obligations of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall, at such Buyer Party's expense, hold in trust for and pay to such Buyer Party promptly upon receipt thereof, such Purchased Asset and all income, proceeds and other monies received by Seller to the extent related to such Purchased Asset in connection with the arrangements under this Section 2.07. Seller shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

Article 3
Closing

Section 3.01. Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Akerman LLP, 401 East Jackson Street, Suite 1700, Tampa, Florida, at 9:00 a.m. (Eastern Time), on the second Business Day after all of the conditions to Closing set forth in Article 7 are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Monaco may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

Section 3.02. Closing Deliverables.

(a) At the Closing, Seller shall deliver to the Buyer Parties the following:

(i) one or more bills of sale in substantially the form of Exhibit A hereto (the "**Bills of Sale**"), duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to the Buyer Party or the Buyer Parties designated by Monaco;

(ii) one or more assignments in substantially the form of Exhibit B hereto (the " **Assignments** "), duly executed by Seller, transferring the intangible personal property included in the Purchased Assets to the Buyer Party or the Buyer Parties designated by Monaco;

(iii) with respect to the Owned Real Property, a special warranty deed in substantially the form of Exhibit C hereto (the " **Deed** "), duly executed and notarized by Seller;

(iv) with respect to the Lease, an Assignment and Assumption of Lease substantially in the form of Exhibit D (the " **Assignment and Assumption of Lease** "), duly executed by Seller and, if necessary, Seller's signature shall be witnessed and/or notarized;

(v) the Amendment to Promissory Notes in substantially the form of Exhibit E hereto (the " **Amendment to Notes** "), duly executed by Seller;

(vi) a Master Marine Services Agreement in substantially the form of Exhibit F hereto (the " **MMS Agreement** "), duly executed by Seller;

(vii) a Services Agreement in substantially the form of Exhibit G hereto (the " **Services Agreement** "), duly executed by Seller;

(viii) a VTC Agreement in substantially the form of Exhibit H hereto (the " **VTC Agreement** "), duly executed by Seller;

(ix) a lease in substantially in the form of Exhibit I (the " **Odyssey Lease-Back Lease** "), duly executed by Seller;

(x) a First Amendment to Exclusive Marketing and Sales Agreement in substantially the form of Exhibit J hereto (the " **Marketing Amendment** "), duly executed by Seller;

(xi) the Seller Closing Certificate;

(xii) the FIRPTA Certificate;

(xiii) the certificates of the Secretary or Assistant Secretary of Seller required by Section 7.02(e) and Section 7.02(f); and

(xiv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Monaco, as may be required to give effect to this Agreement.

(b) At the Closing, the Buyer Parties shall deliver to Seller the following:

(i) written evidence, in form and substance reasonably acceptable to Seller, that the Assumed Liabilities have been repaid or otherwise satisfied in full;

(ii) the Assignments, duly executed by the appropriate Buyer Party or Buyer Parties;

(iii) the Assignment and Assumption of Lease, duly executed by appropriate Buyer Party;

(iv) the Amendment to Notes, duly executed by Monaco;

(v) the MMS Agreement, duly executed by Magellan;

(vi) the Services Agreement, duly executed by Seascape;

(vii) the VTC Agreement, duly executed by Magellan;

(viii) all promissory notes evidencing the Monaco Advances, marked "CANCELLED" by Buyer;

(ix) the Odyssey Lease-Back Lease, duly executed by Magellan;

(x) the Marketing Amendment, duly executed by Monaco;

(xi) the Buyer Closing Certificate;

(xii) the certificates of the Secretary or Assistant Secretary of Buyer required by Section 7.03(e) and Section 7.03(f); and

(xiii) such other customary instruments of assumption, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.

Article 4
Representation and Warranties of Seller

Except as set forth in the Disclosure Schedules, Seller represents and warrants to the Buyer Parties that the statements contained in this Article 4 are true and correct as of the date hereof.

Section 4.01. Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the state of Nevada and has all necessary corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Shipwreck Business as currently conducted.

Section 4.02. Authority of Seller. Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by the Buyer Parties) this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Seller enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.03. No Conflicts; Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the articles of incorporation or bylaws of Seller; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Shipwreck Business or the Purchased Assets; or (c) except as set forth in Section 4.03 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any Material Contract; except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a Material Adverse Effect. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which, in the aggregate, would not have a Material Adverse Effect.

Section 4.04. Material Contracts.

(a) Section 4.04(a) of the Disclosure Schedules lists each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Shipwreck Business or the Purchased Assets (" **Material Contracts** "):

(i) all Contracts involving aggregate consideration in excess of $100,000 or requiring performance by any party more than one year from the date hereof, which, in each case, cannot be cancelled without penalty or without more than 180 days' notice;

(ii) all Contracts that relate to the sale of any of the Purchased Assets, other than in the ordinary course of Shipwreck Business, for consideration in excess of $100,000; and

(iii) except for agreements relating to trade receivables, all Contracts relating to indebtedness (including, without limitation, guarantees), in each case having an outstanding principal amount in excess of $100,000.

(b) Except as set forth on Section 4.06(b) of the Disclosure Schedules, Seller is not in breach of, or default under, (i) the Master Services Agreement or (ii) any Material Contract, except in each case for such breaches or defaults that would not have a Material Adverse Effect.

Section 4.05. Title to Tangible Personal Property . Except as set forth in Section 4.05 of the Disclosure Schedules, Seller has good and valid title to, or a valid leasehold interest in, all tangible personal property included in the Purchased Assets, free and clear of Encumbrances except for Permitted Encumbrances.

Section 4.06. Real Property.

(a) Section 4.06(a) of the Disclosure Schedules sets forth all material real property owned by Seller (the " **Owned Real Property** "). Seller has good and marketable fee simple title to the Owned Real Property, free and clear of all Encumbrances, except (i) Permitted Encumbrances and (ii) those Encumbrances set forth on Section 4.06(a) of the Disclosure Schedules].

(b) Section 4.06(b) of the Disclosure Schedules sets forth Owned Real Property leased by Seller to a tenant (the " **Leased Real Property** "), and a list, as of the date of this Agreement, of the lease for such Leased Real Property (the " **Laurel Lease** ").

(c) Seller has not received any written notice of existing, pending or threatened (i) condemnation proceedings affecting the Owned Real Property, or (ii) zoning, building code or other moratorium proceedings, or similar matters which would reasonably be expected to materially and adversely affect the ability to operate the Owned Real Property. Neither the whole nor any material portion of any Owned Real Property has been damaged or destroyed by fire or other casualty.

Section 4.07. Legal Proceedings; Governmental Orders .

(a) Except as set forth in Section 4.07(a) of the Disclosure Schedules, there are no actions, suits, claims, investigations or other legal proceedings pending or, to Seller's Knowledge, threatened against or by Seller relating to or affecting the Shipwreck Business or the Purchased Assets, which if determined adversely to Seller would result in a Material Adverse Effect.

(b) Except as set forth in Section 4.07(b) of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Shipwreck Business or the Purchased Assets which would have a Material Adverse Effect.

Section 4.08. Compliance With Laws; Permits .

(a) Except as set forth in Section 4.08(a) of the Disclosure Schedules, Seller is in compliance with all Laws applicable to the conduct of the Shipwreck Business as currently conducted or the ownership and use of the Purchased Assets, except where the failure to be in compliance would not have a Material Adverse Effect.

(b) All Permits required for Seller to conduct the Shipwreck Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect, except where the failure to obtain such Permits would not have a Material Adverse Effect.

Section 4.09. Restrictive Covenants. The individuals listed in Section 4.09 of the Disclosure Schedules are bound by restrictive covenants in favor of Seller in the applicable forms previously provided to the Buyer Parties.

Section 4.10. Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller for which any Buyer Party would be liable.

Section 4.11. No Other Representations and Warranties . Except for the representations and warranties contained in this Article 4 (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Shipwreck Business and the Purchased Assets or as to the future revenue, profitability or success of the Shipwreck Business, or any representation or warranty arising from statute or otherwise in law.

Article 5
Representations and Warranties of the Buyer Parties

The Buyer Parties represent and warrant to Seller that the statements contained in this Article 5 are true and correct as of the date hereof.

Section 5.01. Organization and Authority of the Buyer Parties. Each of the Buyer Parties has been duly organized and is validly existing and in good standing under the Laws of its jurisdiction of organization.

Section 5.02. Authority of the Buyer Parties. Each of the Buyer Parties has all necessary power and authority to enter into this Agreement and the other Transaction Documents to which such Buyer Party is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Buyer Parties of this Agreement and any other Transaction Document to which such Buyer Party is a party, the performance by each Buyer Party of its respective obligations hereunder and thereunder and the consummation by the Buyer Parties of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of the Buyer Parties. This Agreement has been duly executed and delivered by each Buyer Party, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of the Buyer Parties enforceable against the Buyer Parties in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). When each other Transaction Document to which a Buyer Party is or will be a party has been duly executed and delivered by such Buyer Party (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of such Buyer Party enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.03. No Conflicts; Consents. The execution, delivery and performance by the Buyer Parties of this Agreement and the other Transaction Documents to which a Buyer Party is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any provision of the certificate of incorporation or bylaws (or comparable organizational document) of such Buyer Party; (b) result in a violation or breach of any provision of any Law or Governmental Order applicable to such Buyer Party; or (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which any Buyer Party is a party, except in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on the Buyer Party's ability to consummate the transactions contemplated hereby. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to any Buyer Party in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, except for such consents, approvals, Permits, Governmental Orders, declarations, filings or notices which would not have a material adverse effect on the Buyer Parties' ability to consummate the transactions contemplated hereby and thereby.

Section 5.04. Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of any Buyer Party for which Seller would be liable.

Section 5.05. Sufficiency of Funds. The Buyer Parties have sufficient cash on hand or other sources of immediately available funds to enable it to deliver the consideration owed to Seller and consummate the transactions contemplated by this Agreement.

Section 5.06. Independent Investigation. The Buyer Parties have conducted their own limited independent investigation, review and analysis of the Shipwreck Business and the Purchased Assets, and acknowledge that they have been provided access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. The Buyer Parties acknowledge and agree that: (a) in making their decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Buyer Parties have relied solely upon the express representations and warranties of Seller set forth in Article 4 of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Shipwreck Business, the Purchased Assets or this Agreement, except as expressly set forth in Article 4 of this Agreement (including the related portions of the Disclosure Schedules).

Article 6
Covenants

Section 6.01. Access to Information. From the date hereof until the Closing, Seller shall (a) afford Monaco and its Representatives reasonable access to and the right to inspect all of the Owned Real Property, properties, assets, premises, Books and Records, Assigned Contracts and other documents and data related to the Shipwreck Business; (b) furnish Monaco and its Representatives with such financial, operating and other data and information related to the Shipwreck Business as Monaco or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller to cooperate with Monaco in its investigation of the Shipwreck Business; *provided, however,* that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller, under the supervision of Seller's personnel and in such a manner as not to interfere with the conduct of the business of Seller. All requests by Monaco for access pursuant to this Section 6.01 shall be submitted or directed exclusively to Laura L. Barton or such other individuals as Seller may designate in writing from time to time.

Section 6.02. Supplement to Disclosure Schedules . From time to time prior to the Closing, Seller shall have the right (but not the obligation) to supplement or amend the Disclosure Schedules hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a " **Schedule Supplement** "). Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 7.02(a) have been satisfied; provided, however, that if Monaco has the right to, but does not elect to, terminate this Agreement within three Business Days of its receipt of such Schedule Supplement, then the Buyer Parties shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter and, further, shall have irrevocably waived its right to indemnification under Section 8.02 with respect to such matter.

Section 6.03. Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of five years after the Closing, the Buyer Parties shall:

(i) retain the Books and Records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by any Buyer Party after the Closing, or for any other reasonable purpose, for a period of five years after the Closing, Seller shall:

(i) retain the books and records (including personnel files) of Seller which relate to the Shipwreck Business and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Buyer Parties' Representatives reasonable access (including the right to make, at the Buyer Parties' expense, photocopies), during normal business hours, to such books and records.

(c) Neither Monaco nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 6.03 where such access would violate any Law.

Section 6.04. Closing Conditions. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7 hereof.

Section 6.05. Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 6.06. Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents. Without limiting the generality of the foregoing, Seller agrees to enforce, for itself and on behalf of the Buyer Parties, the restrictive covenants referenced in Section 4.09 against any of the individuals listed in Section 4.09 of the Disclosure Schedules who may be in breach or violation thereof.

Article 7
Conditions to Closing

Section 7.01. Conditions to Obligations of All Parties . The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Seller shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 4.03, in each case, in form and substance reasonably satisfactory to Monaco, and no such consent, authorization, order and approval shall have been revoked.

Section 7.02. Conditions to Obligations of the Buyer Parties . The obligations of the Buyer Parties to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Monaco's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller contained in Article 4 shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect.

(b) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) Seller shall have delivered to the Buyer Parties duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(a).

(d) Monaco shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.02(a) and Section 7.02(b) have been satisfied (the " **Seller Closing Certificate** ").

(e) Monaco shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(f) Monaco shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

(g) Monaco shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the " **FIRPTA Certificate** ") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller.

Section 7.03. Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of the Buyer Parties contained in Article 5 shall be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on the Buyer Parties' ability to consummate the transactions contemplated hereby.

(b) The Buyer Parties shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it prior to or on the Closing Date.

(c) The Buyer Parties shall have delivered to Seller duly executed counterparts to the Transaction Documents (other than this Agreement) and such other documents and deliveries set forth in Section 3.02(b).

(d) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Monaco, that each of the conditions set forth in Section 7.03(a) and Section 7.03(b) have been satisfied (the " **Buyer Closing Certificate** ").

(e) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Monaco certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors (or equivalent group) of each of the Buyer Parties authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(f) Seller shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Monaco certifying the names and signatures of the officers of the Buyer Parties authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder.

Article 8
Indemnification

Section 8.01. Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is one year from the Closing Date. None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

Section 8.02. Indemnification by Seller. Subject to the other terms and conditions of this Article 8, Seller shall indemnify the Buyer Parties against, and shall hold the Buyer Parties harmless from and against, any and all Losses incurred or sustained by, or imposed upon, any Buyer Party based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; or

(c) any Excluded Asset or any Excluded Liability.

Section 8.03. Indemnification by the Buyer Parties. Subject to the other terms and conditions of this Article 8, the Buyer Parties shall jointly and severally indemnify Seller against, and shall hold Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Seller based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer Parties contained in this Agreement;

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by any Buyer Party pursuant to this Agreement; or

(c) any Assumed Liability.

Section 8.04. Certain Limitations. The party making a claim under this Article 8 is referred to as the " **Indemnified Party** ", and the party against whom such claims are asserted under this Article 8 is referred to as the " **Indemnifying Party** ." The indemnification provided for in Section 8.02 and Section 8.03 shall be subject to the following limitations:

(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 8.02(a) or Section 8.03(a), as the case may be, until the aggregate amount of all Losses in respect of indemnification under Section 8.02(a) or Section 8.03(a) exceeds $350,000, in which event the Indemnifying Party shall be required to pay or be liable for all such Losses back to the first dollar.

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 8.02(a) or Section 8.03(a), as the case may be, shall not exceed $3.0 million.

(c) Payments by an Indemnifying Party pursuant to Section 8.02 or Section 8.03 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(d) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of Shipwreck Business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(e) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(f) Seller shall not be liable under this Article 8 for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if any Buyer Party had knowledge of such inaccuracy or breach prior to the Closing.

Section 8.05. Indemnification Procedures.

(a) Third Party Claims . If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a " **Third Party Claim** ") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.05(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 8.05(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller, on the one hand, and the Buyer Parties, on the other hand, shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims . Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 8.05(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and

provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 8.05(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims . Any claim by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a " **Direct Claim** ") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. During such 30-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

Section 8.06. Exclusive Remedies. The parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from intentional fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement)] for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article 8. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article 8. Nothing in this Section 8.06 shall limit any Person's right to seek any remedy on account of any intentional fraud by any party hereto.

Article 9
Termination

Section 9.01. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Monaco;

(b) by Monaco by written notice to Seller if:

(i) No Buyer Party is then in material breach of any provision of this Agreement, and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure cannot be cured by Seller by December 17, 2015 (the " **Drop Dead Date** "); or

(ii) any of the conditions set forth in Section 7.02 or Section 7.02 shall not have been by the Drop Dead Date, unless such failure shall be due to the failure of any Buyer Party to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(c) by Seller by written notice to Monaco if:

(i) Seller is not then in material breach of any provision of this Agreement, and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by any Buyer Party pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7 and such breach, inaccuracy or failure cannot be cured by such Buyer Party by the Drop Dead Date; or

(ii) any of the conditions set forth in Section 7.02 or Section 7.03 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(d) by Monaco or Seller in the event that:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.02. Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this Article 9 and Article 10 hereof; and

(b) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

Article 10
Miscellaneous

Section 10.01. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants,

incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred. Notwithstanding the foregoing, if the Closing occurs, Seller shall be responsible for the payment (not accrual) of one-half of all fees and disbursements of counsel incurred in connection with the preparation and negotiation of this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby; and the Buyer Parties, collectively, shall be responsible for the payment (not accrual) of the other one-half of such fees and disbursements.

Section 10.02. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

If to Seller:	Odyssey Marine Exploration, Inc. 5215 West Laurel Street Tampa, Florida 33607 Attention: President and CFO Email: mark@odysseymarine.com
With a copy to:	Akerman LLP 401 East Jackson Street Suite 1700 Tampa, Florida 33602 Attention: David M. Doney Email: david.doney@akerman.com
If to the Buyer Parties:	c/o Borchard & Callahan, APC 25909 Pala Suite 300 Mission Viejo, California 92691 Attention: Thomas Borchard Email: tborchard@borchardlaw.com

Section 10.03. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.04. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.05. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 10.06. Entire Agreement . This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.07. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that any Buyer Party may, without Seller's prior written consent, (a) assign any or all of its rights and interests hereunder to one or more Affiliate of Monaco and (b) designate one or more of Affiliate of Monaco to perform its obligations hereunder. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.08. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.10. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF FLORIDA IN EACH CASE LOCATED IN THE CITY OF TAMPA AND COUNTY OF HILLSBOROUGH, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 10.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.12. Non-Recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ODYSSEY MARINE EXPLORATION, INC.

By: 

Mark D. Gordon
President and Chief Executive Officer

MONACO FINANCIAL, LLC

By: _____

Michael A. Carabini
President

MAGELLAN OFFSHORE SERVICES LTD

By: _____

Michael A. Carabini
President

FREEPORT OCEAN MINERALS LTD

By: _____

Michael A. Carabini
President

SEASCAPE ARTIFACT EXHIBITS, INC.

By: _____

Michael A. Carabini
President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ODYSSEY MARINE EXPLORATION, INC.

By: _____
Mark D. Gordon
President and Chief Executive Officer

MONACO FINANCIAL, LLC

By: 
Michael A. Carabini
President

MAGELLAN OFFSHORE SERVICES LTD

By: 
Michael A. Carabini
President

FREEPORT OCEAN MINERALS LTD

By: 
Michael A. Carabini
President

SEASCAPE ARTIFACT EXHIBITS, INC.

By: 
Michael A. Carabini
President

Exhibit 10.22

Execution Version

A MENDMENT TO P ROMISSORY N OTES

THIS AMENDMENT TO PROMISSORY NOTES (this " **Amendment** ") is made and entered into effective as of December 10,2015 (" **Effective Date** "), by and between **ODYSSEY MARINE EXPLORATION, INC.** , a Nevada corporation (the " **Borrower** "), and **MONACO FINANCIAL, LLC** , a California limited liability company (the " **Lender** "). The Borrower and the Lender are sometimes hereinafter referred to as the " **Parties** ." All capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings given to such terms in the Acquisition Agreement (as defined below).

Background Information

The Lender and the Borrower are parties to a Loan Agreement, dated as of August 14,2014 (the " **Loan Agreement** "). Pursuant to the Loan Agreement, the Lender has loaned an aggregate of $10.0 million, as evidenced by (a) the Promissory Note, dated August 14, 2014 (the " **August Note** "), in the principal amount of $5.0 million, (b) the Promissory Note, dated October 1, 2014 (the " **October Note** "), in the principal amount of $2.5 million, and (c) the Promissory Note, dated December 1, 2014 (the " **December Note** " and, together with the August Note and the October Note, the " **Notes** "), in the principal amount of $2.5 million. The Borrower, the Lender, and certain affiliates of the Lender are parties to an Acquisition Agreement, dated as of December 10, 2015 (the " **Acquisition Agreement** "), pursuant to which the parties thereto agreed to (x) amend and otherwise modify certain provisions of the Notes and (y) provide for the satisfaction of the Monaco Advances (as defined in the Acquisition Agreement). The purpose of this Amendment is to set forth the Parties mutual agreements and understandings with respect to the amendments and modifications to the Notes and the satisfaction of the Monaco Advances.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Notwithstanding any provision of the August Note to the contrary, no interest shall accrue on the unpaid principal balance of the August Note on or after the Effective Date.

B. Section 1.4 of the August Note is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

"1.4. [Removed and Reserved]"

C. Section 1.5 of the August Note is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

"1.5. [Removed and Reserved]"

D. Section 1.6 of the August Note is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

"1.6. Manner of Payment. Except as otherwise set forth in Section 1.7, all payments of principal and interest on this Note shall be made by check at such place in the United States of America as the Investor shall designate to the Company in writing or by such other manner as the Company and the Investor may agree."

E. Section 1.7 of the August Note is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

> 1.7. Payment. The outstanding balance due under this Note shall be *reduced* by (a) the amount of cash and the value of assets other than cash received by any of the Buyer Parties from the SS *Central America* project, as contemplated by the second bullet point set forth in Section 1.01(d) of the Disclosure Schedules, and (b) if the amounts described in the foregoing clause (a) is insufficient to satisfy in full the Company's obligations under this Note on or before December 31, 2017, then the amounts otherwise payable to the Company pursuant to Section 2.06 of the Acquisition Agreement, which shall be paid to the Investor instead of the Company until the outstanding principal amount and accrued interest, if any, under this Note is reduced to zero. Any reductions pursuant to the foregoing provisions of this Section 1.7 shall be first applied to any accrued interest and then to the outstanding principal balance.

F. The principal balance outstanding under the October Note is hereby reduced by $2.2 million, to $300,000, as of the Effective Date. Interest shall continue to accrue on the unpaid principal balance in accordance with the terms of the October Note.

G. Section 1.4 of the October Note is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

> "1.4 Principal and Interest Repayment. The entire unpaid principal amount of this Note as well as all accrued and unpaid interest and all other sums due under this Note that remain unpaid shall be due and payable on or before December 31, 2017 (the "Maturity Date)."

H. Section 1.4 of the December Note is hereby amended by deleting it in its entirety and inserting in lieu thereof the following:

> "1.4 Principal and Interest Repayment. The entire unpaid principal amount of this Note as well as all accrued and unpaid interest and all other sums due under this Note that remain unpaid shall be due and payable on or before December 31, 2017 (the "Maturity Date)."

I. The obligations of the Borrower with respect to the Monaco Advances (as defined in the Acquisition Agreement) shall be deemed paid in full as of the Effective Date, and the Borrower shall have no further obligations to the Lender thereunder.

J. In furtherance of the foregoing, at the Closing (as defined in the Acquisition Agreement), the Lender shall deliver the promissory notes evidencing the Advances to the Borrower marked "CANCELLED."

K. The Parties acknowledge that (i) the number of shares of Oceanica Resources S. de R.L. that may be purchased by Monaco under the option granted to Monaco pursuant to Paragraph (C)(3) of the Loan Agreement (the " **Option** ") shall be based upon the full $10.0 million funded by Monaco and (ii) subject to the other terms of the Loan Agreement, the Option shall be exercisable until December 31, 2017.

L. This Amendment may be executed in any number of counterparts and by different parties to this Amendment in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment.

M. Except as modified and amended hereby, the Notes and the Loan Agreement shall remain in full force and effect.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ODYSSEY MARINE EXPLORATION, INC.

By: 

Mark D. Gordon
President and Chief Executive Officer

MONACO FINANCIAL, LLC

By: 

Michael A. Carabini
President

Exhibit 10.24

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT , made and entered into as of the 10th day of December, 2015 (the **"Effective Date"**), by and between **ODYSSEY MARINE EXPLORATION, INC.** , a Nevada corporation (**"Odyssey"**), and **GREGORY P. STEMM** (**"Consultant"**),

W I T N E S S E T H :

WHEREAS, Consultant is a co-founder of Odyssey and has served as its Chairman of the Board and Chief Executive Officer;

WHEREAS , Odyssey desires to continue to benefit from Consultant's industry experience, expertise, and relationships; and

WHEREAS , Consultant is willing to provide consulting services to Odyssey on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Consulting Services .

(a) Engagement . Odyssey hereby engages Consultant as an independent contractor to provide certain consulting services on the terms and conditions set forth in this Agreement, and Consultant hereby accepts such engagement. Consultant shall provide the services set forth below. Odyssey will not have the right to control the manner or means by which such services are provided by Consultant. Consultant may assign the right to payments hereunder to any entity controlled by Consultant pursuant to an agreement whereby such entity agrees to perform the duties of Consultant hereunder; provided that (i) such assignment and assumption of duties shall be effective only so long as Consultant personally carries out such duties as an employee of, or otherwise on behalf of, such entity, (ii) Consultant remains personally subject to the provisions of **Sections 6, 7, 8, 9, and 16** hereof and responsible and liable for such entity's performance hereunder, and (iii) such assignment and assumption is approved in advance in writing by Odyssey, such approval not to be unreasonably withheld.

(b) Exclusive Services . Consultant shall devote the majority of his business time and attention to Odyssey affairs. His duties will include (i) actively seeking out and presenting to Odyssey new business opportunities, projects, and relationships which are expected to result in strategic value or revenue streams in Odyssey's core business of

shipwreck and mineral exploration (" **Business Opportunities** " **),** (ii) providing strategic planning and advice, (iii) providing project management (as requested by the Chief Executive Officer), and (iv) such other services as Odyssey's Board of Directors or Chief Executive Officer may request from time to time (the **"Exclusive Services")** .

(c) Rejected Projects . If Odyssey determines not to pursue a Business Opportunity presented by Consultant, Consultant may personally invest or otherwise participate in such Business Opportunity, but may not undertake any material management involvement in the Business Opportunity which would prevent the Consultant from reasonably providing Exclusive Services to Odyssey nor hold a full-time executive position in an operating company relating to such Business Opportunity during the Exclusive Services Period (as defined below) without Odyssey's express permission, not to be unreasonably withheld. Consultant may have managerial involvement in any such project so long as it does not materially interfere with his duties hereunder.

(d) Affiliate Companies . At the request of Odyssey, Consultant may act as a director, consultant, or manager of affiliates of Odyssey. Odyssey may replace Consultant in such positions for Cause without any compensation, but shall continue to indemnify Consultant commensurate in period and to the same extent indemnity is provided for any other individuals who hold the same position. If Odyssey requests Consultant to transfer his position to another designee of Odyssey for Cause, the Consultant agrees to assist Odyssey in the process.

2. Compensation .

(a) Exclusive Services Period Fees . During the period commencing on the Effective Date and ending on the date that this Agreement expires or is terminated in accordance with its terms (the **"Exclusive Services Period"),** Odyssey shall pay to Consultant (i) $21,905 per month (the **"Base Consulting Fee")** and (ii) any amounts due under subparagraphs (b),(c), (d), and (e) below. The Base Consulting Fee shall be payable in arrears on the tenth day of each month with respect to the immediately preceding month during the Exclusive Services Period, with the Base Consulting Fee being prorated for each month during the Exclusive Services Period that is less than a full calendar month. For the avoidance of doubt, the first Base Consulting Fee payment shall be made on January 10, 2016, in the amount of $14,838.87 (which represents $21,905 x (21/31)).

(b) Charlesworth Marine/Enigma II . With respect to the month beginning on December 1, 2015, Odyssey will pay to Consultant a total of $150,000 as compensation for his successful efforts in developing the concept, negotiating, executing and overseeing the agreement and relationship with Charlesworth Marine Limited for the marine services on the sites associated with the Enigma II project through the completion of Addendum #1 of the project, which will entail total investment of approximately US $3,006,755 underwritten by Charlesworth. This $150,000 amount will be paid as follows: (i) $75,000 on January 10, 2016, (ii) $14,500 per month from February 10, 2016 through June 10, 2016, inclusive, and (iii) $2,500 on July 10, 2016. If the Charlesworth

contracts pursuant to the completion of Addendum #1 result in additional investments by Charlesworth for the Enigma or any other Business Opportunity, Consultant will receive an amount equal to 5% of those contract amounts, plus 5% of any equity or other participation which Odyssey receives as a result of those contracts, to be paid to Consultant under terms to be reasonably agreed upon between Odyssey and the Consultant.

(c) Monaco Financial, LLC . With respect to the transaction outlined in the Letter of Intent dated October 16, 2015 for transferring certain assets of Odyssey to Monaco in exchange for cash and the assumption of certain liabilities and for the operating and services agreement which will provide for Odyssey to provide certain marine services for Monaco (the "Monaco Transaction") with Monaco Financial LLC ("Monaco"), Odyssey will pay to Consultant a total of $500,000 as compensation for his successful efforts developing the concept, negotiating, executing and overseeing the closing of the Monaco Transaction. This amount will be payable by an initial payment of $12,000 on July 10, 2016, with monthly payments of $14,500 continuing thereafter beginning on August 10, 2016, until May 10, 2019, when Consultant shall be entitled to a final payment of $9,500.00.

(d) Equity Compensation . In addition to the fees prescribed above, Consultant will receive (i) an equity interest of 5% based on fair market value in any Business Opportunity located or created by Consultant pursuant to this Agreement or an interest between 2.5% and 5% on any Business Opportunity which Consultant is pursuing on behalf of Odyssey at the date hereof, or which Odyssey requests that Consultant manage or (ii) cash compensation, based on the Consultant and Odyssey's Compensation Committee's agreement on a reasonable determination of the economic benefit to Odyssey of the transaction and/or Business Opportunity. At the time Odyssey determines to pursue any Business Opportunity presented by Consultant or requests Consultant's management of, or participation in, a Business Opportunity, the parties will collectively determine the form of Consultant's participation, the percentage of his equity interest, cash or other form of compensation (which is expected to be from 2.5% to 5%). The factors to be used to establish Consultant's percentage interest are set forth on **Exhibit "A"** attached hereto.

(e) Additional Compensation . Accordingly, with respect to two of the business opportunities Consultant is currently working on, in addition to the compensation which Consultant is to receive under 2(c) above, Odyssey agrees to pay Consultant (i) 5% of the amount Odyssey receives from the sale of any artifacts from the Enigma II project, net of conservation, marketing and selling expenses and (ii) a 5% interest in Odyssey's economic benefit of any shipwreck search and recovery project which Monaco undertakes pursuant to their agreement with Odyssey. For any shipwreck projects which are not undertaken pursuant to the Monaco Transaction Consultant shall receive a 5% interest in any income or other value generated for Odyssey by said projects, net of conservation, marketing and sales costs. These amounts shall be paid within 30 days after Odyssey receives the cash or other valuable consideration which is the basis of this compensation. For the avoidance of doubt, these payments are separate from, and in addition to, the $14,500 monthly payments referenced in 2(b) and 2(c) above.

(f) Office Facility . Odyssey shall provide at no cost to Consultant an office at Odyssey headquarters and reasonable access to support and administrative services necessary or appropriate for Consultant to fulfill his consulting duties hereunder.

(g) Fees . Odyssey shall pay attorneys' fees incurred by Consultant in connection with the negotiation and preparation of this Agreement and prior drafts of similar agreements not to exceed $15,000. Consultant acknowledges that he has been encouraged by Odyssey to seek, and has obtained, his own independent legal and other other advice in connection with this Agreement.

(h) Title . If Consultant is no longer Chairman of the Board of Odyssey, he will be recognized as Chairman Emeritus.

(i) Directors Fees . Consultant will not be paid any directors fees as compensation for being a board member of Odyssey Marine Exploration so long as he is receiving the compensation in paragraphs 2(a) or 2(b), above.

3. Expenses . Odyssey shall reimburse Consultant for travel and similar out-of-pocket expenses incurred in rendering services hereunder in accordance with company policy and subject to approval by the Chief Executive Officer. Consultant will directly pay for his own internet, phone, and equipment and maintain such service contracts in his own name. Consultant may re-bill the professional part linked to Odyssey of such service contracts to Odyssey once per month. In addition, while Consultant is on an Exclusive basis, Odyssey shall reimburse Consultant for membership dues in business or industry organizations and travel to conferences which may reasonably accrue strategic value or produce Business Opportunities, such reimbursements not to exceed $10,000 per year.

4. Term .

(a) Initial Term . Consultant's engagement pursuant to this Agreement will continue for five years from the date hereof (the **"Initial Term")** .

(b) Renewal . Upon expiration of the Initial Term and each renewal term, this Agreement will be automatically renewed for successive terms of one year, unless either party gives notice of non-renewal at least ninety days prior to the end of the then current term (the entire period during which Consultant is employed under this Agreement being herein referred to as the **"Term")** .

5 . **Termination .**

(a) Notice of Termination . Either party may terminate this Agreement upon ninety days' written notice to the other party.

(b) Effect of Termination by Odyssey . If this Agreement is terminated by Odyssey without Cause or by Consultant for Good Reason, then (i) Odyssey shall pay to Consultant a monthly amount equal to $21,905 per month for eighteen months, and (ii) the balance of any payments due under the provisions of paragraphs 2(b),(c), (d), and (e) above shall be paid at the rate and the time provided in those paragraphs; (iii) the non-compete and non-solicitation provisions of **Section 8** and the non-recruitment provisions of **Section 9** will apply during the period of eighteen months when such amount is being paid, provided that is being paid on time pursuant to this Agreement and (iv) Consultant shall make himself reasonably available during such period to provide strategic advice and such other assistance as Odyssey's Chief Executive Officer may reasonably request. " **Cause** " means a material breach of this Agreement by Consultant which causes material economic damage to Odyssey, if subject to cure, is not cured within 15 days of written notice of such breach by Odyssey to Consultant. " **Good Reason** " means the failure of Odyssey to make any payment to Consultant due hereunder or to otherwise breach any material provision of this Agreement, which in any such case if subject to cure is not cured within 15 days of notice thereof.

(c) Effect of Termination by Consultant . If Consultant terminates this Agreement without Good Reason, then the provisions of **Section 8** and the non-recruitment provisions of **Section 9** will apply for a period of not less than three nor more than twelve months, the applicable period to be selected by Odyssey which shall provide written notice of the same to Consultant within ten days of the date of notification of termination. During such period, Odyssey shall make payments to Consultant at the rate of $21,905 per month and the balance of any payments due under the provisions of paragraphs 2(b),(c)(d), and (e) above shall be paid at the rate and the time provided in those paragraphs.

(d) Effect of Termination for Cause , If Odyssey terminates this Agreement for Cause, then the provisions of Section 8 and the non-recruitment provisions of Section 9 will apply for a period of not more than twelve months, the applicable period to be selected by Odyssey which shall provide written notice of the same to Consultant within ten days of the date of notice of termination. During such period, Odyssey shall make payments to consultant at the rate of $10,953.50 per month and the balance of any payments due under the provisions of paragraphs 2(b),(c), (d) and (e) above shall be paid at the rate and time provided in those paragraphs.

6. Confidentiality . Consultant recognizes that he has and will have information regarding the following: proposed projects and business opportunities, locations of shipwrecks and mining opportunities, recovery methods, prices, costs, discounts, future plans, business affairs, processes, trade secrets, technical matters, customer lists, research, projects, product design, copyrights and other vital information which are valuable, special, and unique assets of Odyssey (collectively, **"Information")** . **"Information"** will not include information that (i) is publicly available, (ii) is, or was previously, developed by Consultant without the use of Odyssey confidential information, (iii) is available from a third party whose disclosure does not violate confidentiality obligations to Odyssey, or (iv) was available to Consultant prior to the

incorporation of Odyssey. Consultant agrees that he will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any Information to any third party except for the purpose of fulfilling his obligations as Consultant hereunder. If Consultant deems it necessary to disclose Information to a third party in furtherance of his duties hereunder, he shall first obtain the approval of Odyssey and, if required, obtain an appropriate nondisclosure agreement from any party to whom the Information is to be disclosed. Consultant acknowledges and understands that a violation of this paragraph may constitute a material violation of this Agreement and if does constitute a material violation, it will justify legal and/or equitable relief.

7. Material Non-Public Information–Insider Trading . Consultant acknowledges that during the course of the work conducted prior to and pursuant to this Agreement he may have or may come into possession of "material non-public information" as defined by the state and federal securities laws. Consultant agrees to keep all such information confidential and understands that the release of such information or the trading in the Company's securities while in possession of such information may constitute a federal crime. Consultant acknowledges that he has been furnished a copy of Odyssey's INSIDER TRADING POLICY and that he understands and will comply with the provisions of the policy.

8. Non-Compete Agreement . Consultant agrees and covenants that during the Term and during any period thereafter specified in **Section 5,** so long as Odyssey (i) is actively engaged in such activity (or has transferred all or any portion of its business related to such activity and is under an obligation to the transferee not to compete with respect to such business) and (ii) has timely made when due all payments due to Consultant under **Section 2, Section 5** or otherwise due hereunder (or has cured any failure to make a payment when due within 20 days of notice of such failure), he will not directly or indirectly engage in any competitive business activity related to offshore mineral and resource exploration and mining, shipwreck search and recovery, shipwreck financing (including the sale, marketing or collateralization of shipwreck artifacts or the promotion of investment products related to shipwreck artifacts or coins), or shipwreck attraction business, in each such case on his own behalf or on behalf of any entity not associated with Odyssey, unless in the case of a non-affiliate Odyssey holds a material financial interest in such non-affiliated entity and Consultant informs Odyssey at all times of any activities he is conducting for or on behalf of such non-affiliated entity. This covenant shall apply to such businesses worldwide. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming a consultant to any third party that is engaged in such business, or (iii) soliciting any customer of Odyssey for the benefit of a third party that is engaged in such business.

9. Non-Interference . Consultant agrees and covenants that during the Term and during any period thereafter specified in **Section 5** (but only if Odyssey has timely made when due all payments due to Consultant under **Section 5** or otherwise due hereunder or has cured any failure to make a payment when due within 20 days of notice

of such failure), he will not actively recruit employees or consultants of Odyssey for employment or for contract with any competitive business, including businesses in which he may now have or may subsequent to this Agreement obtain an interest, or for or on behalf of any other individual or business including those unrelated to this Agreement, unless specifically approved in advance by Odyssey.

10. Inability to Contract for Odyssey . Consultant will not have the right to make any contracts or commitments for or on behalf of Odyssey or its affiliates without first obtaining the express written consent of Odyssey, unless Consultant is otherwise explicitly allowed to make commitments or contracts pursuant to terms of the Contractor's obligations or shareholder's agreements related to those affiliates.

11. Entire Agreement . This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written except as contained or referred to herein. This Agreement supersedes any prior written or oral agreements between the parties.

12. Amendment . This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

13. Severability . If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right . The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. Applicable Law, Arbitration, and Jurisdiction . This Agreement shall be governed by the laws of the State of Florida. The parties agree that any disputes arising from or in connection with this Agreement shall be decided by binding arbitration which shall be conducted, upon request by either party, in Tampa, Florida, before one arbitrator designated by the American Arbitration Association (the **"AAA"),** in accordance with the terms of the Commercial Arbitration Rules of the AAA. The prevailing party shall be entitled to reasonable attorneys' fees and costs. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

16. Confidentiality . The Parties shall keep all terms and conditions of this Agreement confidential and shall not disclose the terms and conditions to anyone without the express permission of Consultant, except when necessary to satisfy statutory or legal requirements.

17. Section 409A Compliance . It is intended that all amounts payable pursuant to this Agreement are exempt from or, alternatively, comply with Code Section 409A (and any legally binding guidance promulgated under Code Section 409A, including, without limitation, the Final Treasury Regulations), and this Agreement will be interpreted, administered and operated accordingly. In the event that any provision of this Agreement is inconsistent with Code Section 409A or such guidance, then the applicable provisions of Code Section 409A shall supersede such inconsistent provision. For all purposes under Code Section 409A, the Consultant's right to receive any payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of Odyssey. A "termination of this Agreement" under this Agreement or any similar term shall mean a "separation from service" under Code Section 409A and Final Treasury Regulation 1.409A-1(h) and the default presumptions thereof. Notwithstanding any other provision contained herein, if Odyssey (or its delegate) determines in its discretion that severance payments due under **Section 5** hereof or any other payments under this agreement payable on account of Consultant's "separation from service" are "nonqualified deferred compensation" subject to Section 409A of the Code and that the Consultant is subject to Section 409A(a)(2)(B)(i) of the Code and the regulations and other guidance issued thereunder, then such payments shall be paid within ten days of the beginning of the seventh month following the month in which the Consultant's termination occurs. For purposes of this Agreement, whether the Consultant is subject to Section 409A(a)(2)(B)(i) of the Code will be determined in accordance with written procedures adopted by Odyssey.

[Signature page follows immediately.]

I **N WITNESS WHEREOF,** and intending to be legally bound hereby, the parties hereto have caused this Consulting Agreement to be duly executed as of the day and the year first above written.

/s/ Gregory P. Stemm
Gregory P. Stemm

Odyssey Marine Exploration, Inc.

By: /s/ Jon D. Sawyer
Jon D. Sawyer
Chairman, Compensation Committee

[Signature Page to Consulting Agreement – Gregory P. Stemm]

Exhibit "A"

The final percentage and details of Consultant's equity interests would be structured at the time Odyssey and Consultant enter into discussions relating to each Business Opportunity. Odyssey's CEO will negotiate the percentage of the equity interest or cash proceeds using the guidelines of between 2.5% and 5%, but the final terms must be reviewed and approved by the Compensation Committee and approved by the Odyssey Board of Directors.

In determining the appropriate and fair compensation for Consultant, the CEO shall take into account the following factors:

- The likelihood that Odyssey could have (a) developed the transaction and (b) completed the transaction without Consultant's assistance
- The net financial benefit to Odyssey
- The skill, experience, and resources brought to the transaction by Consultant
- The opportunity cost to Consultant for not having been able to undertake the Business Opportunity for himself.
- Any additional factors that Consultant, the CEO and Board mutually deem relevant.

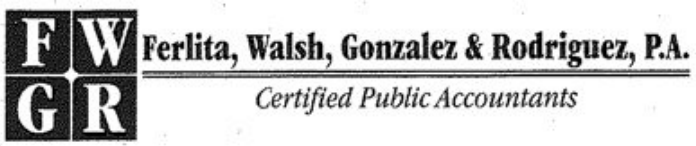
Exhibit 21.1

Subsidiaries of the Registrant

Subsidiary (1)	Jurisdiction of Incorporation or Organization
Odyssey Marine, Inc.	Florida
Odyssey Marine Services, Inc.	Nevada
OVH, Inc.	Nevada
Odyssey Retriever, Inc.	Nevada
Marine Exploration Holding, Llc.	Nevada
Odyssey Marine Entertainment, Inc.	Nevada
Odyssey Marine Management, Ltd.	Bahamas
Oceania Marine Operations S.R.L.	Panama
Odyssey Marine Enterprises, Ltd.	Bahamas
Oceanica Resources, S. de. R.L. (2)	Panama
Exploraciones Oceanicas, S. de R.L. De C.V. (3)	Mexico
Aldama Mining Company, S. De R.L. De C.V.	Mexico
Telemachus Minerals, S. De R.L. De C.V.	Mexico

(1) Except as otherwise indicated, the Registrant directly or indirectly holds all of the outstanding equity interests of each subsidiary.
(2) The Registrant holds an indirect [53.89%] interest in this company.
(3) The Registrant holds an indirect [53.88%] interest in this company.

Exhibit 23.1



VINCENT E. WALSH, CPA
FROMENT JOHN GONZALEZ, III, CPA
DON F. RODRIGUEZ, CPA, CVA
SAM S. FERLITA, CPA, CVA

Members:
American Institute of Certified
Public Accountants
¿
Florida Institute of Certified
Public Accountants
¿
Registered with Public
Companies Accounting
Standards Board

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-8, SEC File Nos. 333-205328, 333-168611, 333-50325, 333-76038, 333-134631 and 333-166130 of Odyssey Marine Exploration, Inc. and subsidiaries of our reports dated March 24, 2016, on the financial statements and internal control over financial reporting of Odyssey Marine Exploration, Inc. and subsidiaries, in this Annual Report on Form 10-K for the year ended December 31, 2015.

Ferlita, Walsh, Gonzalez & Rodriguez, P.A.

FERLITA, WALSH, GONZALEZ & RODRIGUEZ, P.A.
Certified Public Accountants
Tampa, Florida

March 24, 2016

3302 Azeele St. ¿ Tampa, FL 33609
(813) 877-9609 ¿ Fax: (813) 875-4477
www.fwgcpas.com

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark D. Gordon, certify that:

1. I have reviewed this annual report on Form 10-K of Odyssey Marine Exploration, 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant's, 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2016

/ S / Mark D. Gordon

Mark D. Gordon
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Philip S. Devine, certify that:

1. I have reviewed this annual report on Form 10-K of Odyssey Marine Exploration, 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant's, 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(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2016

/ S / Philip S. Devine

Philip S. Devine
Chief Financial Officer (Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
ODYSSEY MARINE EXPLORATION, INC.
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I hereby certify that, to the best of my knowledge, the annual report on Form 10-K of Odyssey Marine Exploration, Inc. for the period ending December 31, 2015, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material aspects, the financial condition and results of operations of Odyssey Marine Exploration, Inc.

/ S / Mark D. Gordon

Mark D. Gordon
President and Chief Executive Officer

March 30, 2016

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Odyssey Marine Exploration, Inc. and will be retained by Odyssey Marine Exploration, Inc. and furnished to the Securities and Exchange Commission upon request.

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
ODYSSEY MARINE EXPLORATION, INC.
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I hereby certify that, to the best of my knowledge, the annual report on Form 10-K of Odyssey Marine Exploration, Inc. for the period ending December 31, 2015, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material aspects, the financial condition and results of operations of Odyssey Marine Exploration, Inc.

/ S / Philip S. Devine

Philip S. Devine
Chief Financial Officer

March 30, 2016

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to Odyssey Marine Exploration, Inc. and will be retained by Odyssey Marine Exploration, Inc. and furnished to the Securities and Exchange Commission upon request.